



# Australian Government

## National Indigenous Australians Agency

[Primary Contact Name]  
[Organisation Legal Name]  
[Organisation Postal Address]  
[Organisation email Address]

Dear XXXX

### Letter of Agreement

I am pleased to offer the following Grant to your organisation to undertake the following Activity under the following Program.

Note: the amounts in this table may have been rounded. For exact Milestone amount/s, see **Grant Payment**.

Program	Activity Name	Grant Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Culture and Capability Program	[Activity Title] – [Activity ID]	\$	\$	\$
<b>Total</b>		\$	\$	\$

To accept this offer and enter into an agreement with the Commonwealth, represented by the National Indigenous Australians Agency, 30 429 895 164 in relation to the Grant, please sign the attached Grant Agreement and return the signed copy within ten (10) business days from [date] to the address below, otherwise this offer will lapse.

[transitions@communitygrants.gov.au](mailto:transitions@communitygrants.gov.au)

Provided the signed copy of the Grant Agreement is received by the Commonwealth within the timeframe specified, this letter, the Grant Agreement and the Commonwealth Letter of Agreement Conditions will form a legally enforceable agreement in relation to the Grant.

If you have any questions about this offer, please contact [transitions@communitygrants.gov.au](mailto:transitions@communitygrants.gov.au).

Yours sincerely

Signatory

Date

## 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 the National Indigenous Australians Agency  
Charles Perkins House, 16 Bowes Place, WODEN ACT 2606  
ABN 30 429 895 164

## Grant Details

<b>Organisation ID:</b>	
<b>Agreement ID:</b>	
<b>Program Schedule ID:</b>	

## Grant Activity

### Activity Information

<b>Activity Name</b>	[Activity Title] – [Activity ID]
<b>Activity Start Date</b>	[Activity Start Date]
<b>Activity End Date</b>	[Activity End Date]
<b>Activity Details (what you must do)</b>	[Activity Details]

The information listed below on location, service area and the attributed National Indigenous Australians Agency Grant amounts will be used by us to provide reports, by region, on National Indigenous Australians Agency Grants.

The information may be published on a Commonwealth web site.

Any changes to the location or service area information must be advised to us in writing within thirty (30) business days of any change commencing and will be subject to our written approval.

### Location Information

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

	<b>Location Type</b>	<b>Name</b>	<b>Address</b>
1			

### Service Area

The Activity will service the following service area/s:

	<b>Type</b>	<b>Service Area</b>
1		

### Deliverables

<b>Description of Deliverable</b>	<b>Due Date</b>

The Agreement will end once the Commonwealth accepts a signed statement from the Grantee that meets the requirements of clause 5 of the *Commonwealth Letter of Agreement Conditions*.

## Grant Payment

The total amount of the Grant is \$XXXX excluding GST (if applicable).

## Grant Information

Milestone	Anticipated Date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Full payment of 2021-22 funds	[Due Date]	\$	\$	\$
<b>Total Amount</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>

The Grant will be paid by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

## 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.

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:

<b>Your bank account details</b>	<b>BSB Number</b>	
	<b>Financial Institution</b>	
	<b>Account Number</b>	
	<b>Account Name</b>	

# Commonwealth Letter of Agreement Conditions

## 1. Undertaking the Grant Activity

The Grantee agrees to use the Grant and undertake the Grant Activity in accordance with this Agreement.

## 2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in any material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

## 3. Notices

The Grantee agrees to notify the Commonwealth of anything reasonably likely to affect the performance of the Grant Activity, including any actual, perceived or potential conflict of interest which could affect the Grantee's performance of this Agreement and to take action to resolve the conflict.

## 4. Payment of the Grant

4.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with this Agreement.

4.2 The parties agree that the amount of the Grant is inclusive of any GST payable and the Grantee agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement. The Grantee must on request provide the Commonwealth with a tax invoice before the Commonwealth is obliged to pay any amount under this Agreement.

## 5. Spending the Grant

The Grantee agrees to spend the Grant for the sole purpose of undertaking the Grant Activity, and to provide a statement, in the form required by the Commonwealth and signed by the Grantee, verifying that the Grant Activity has been undertaken and the Grant was spent in accordance with this Agreement.

## 6. Repayment

If any of the Grant amount has been spent other than in accordance with this Agreement or on expiration or termination of this Agreement is additional to the requirements of the Grant Activity, the Grantee agrees to repay that amount to the Commonwealth, unless the Commonwealth agrees in writing otherwise.

## 7. Record keeping

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant and to make them available to the Commonwealth on request.

## 8. Privacy

When dealing with Personal Information (as defined in the *Privacy Act 1988*) in carrying out the Grant Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of the *Privacy Act 1988*.

## 9. Grant Activity material

The Grantee gives (or procures for) the Commonwealth a non-exclusive, irrevocable, royalty-free licence for the Commonwealth to use, reproduce, publish and adapt all material that is provided to the Commonwealth under this Agreement.

## 10. Confidentiality

The parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

## 11. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

## 12. Licences and approvals

The Grantee must ensure that all persons engaged to work on the Grant Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by the Commonwealth, including but not limited to police checks, Working With Children checks and Working with Vulnerable People checks.

## 13. Dispute resolution

13.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

13.2 The parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

13.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

## 14. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

The Commonwealth will not be required to make any further payments of the Grant after the termination of the Agreement.

## 15. General provisions

15.1 A party is not by virtue of this Agreement an employee, agent or partner of the other party.

15.2 This Agreement may only be varied by the parties' signed written agreement.

15.3 Clauses 5 (Spending of the Grant), 6 (Repayment), 7 (Record keeping), and 9 (Grant Activity material) survive the expiry or termination of this Agreement.

<b>Organisation ID:</b>	
<b>Agreement ID:</b>	
<b>Program Schedule ID:</b>	

## 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 National Indigenous Australians Agency, ABN 30 429 895 164 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 [Organisation Legal Name], ABN [Organisation ABN] in accordance with its rules, and who warrants they are authorised to sign this Agreement:

_____	_____
(Name of Signatory)	(Signature)
_____	...../...../.....
(Position of Signatory)	
_____	_____
(Name of second Signatory/Witness)	(Signature of second Signatory/Witness)
_____	...../...../.....
(Position 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.