



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	
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 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:

Support people with disability to gain employment and improve their overall wellbeing by:

- Building the confidence and ability of employers to hire, support and retain employees with disability; and
- Creating inclusive workplaces by breaking down attitudinal barriers about people with disability.

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 Economic and Community Participation - Building Employer Confidence program.

Building Employer Confidence – [Activity ID]

B. Activity

You must comply with:

- DSS Departmental Policies*;
- the relevant Guidelines*;
- the National Disability Insurance Scheme (NDIS) Quality and Safeguards Commission Code of Conduct and any other obligations of being an **NDIS provider** (**NDIS provider** as defined by section 9 of the *National Disability Insurance Scheme Act 2013*) from the time the *National Disability Insurance Scheme Amendment (NDIS Provider Definition) Rule 2021* is in effect; *; 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.

Critical Incident Reporting

Events that involve threats to life, the health, safety and/or well-being of clients, staff or other relevant persons, serious injury or death must be reported to the Commonwealth within 24 hours of the Grantee becoming aware of the event. Following any critical incident reporting, the Grantee must provide any further documentation or materials requested by the Commonwealth within the required timeframe.

The objective of the ILC Program is to increase social and community participation for people with disability. The ILC Program seeks to do this by:

- building the capacity of people with disability to participate in their community; and
- creating opportunities for people with disability to participate by creating more inclusive services and communities.

This is achieved by building the capacity of:

- individuals – making sure people with disability and their families have the skills, resources and confidence they need to participate in and contribute to community; and
- communities – making sure mainstream services and community organisations become more inclusive of people with disability.

The objectives of this grant opportunity are to increase the rates of employment and capacity for people with disability.

This Grant is conditional on your organisation ensuring Activities funded under this Agreement do not duplicate any current local, state and territory or Commonwealth government responsibilities.

You can only spend the grant funding on eligible expenditure you have incurred on eligible or agreed project activities.

Eligible expenditure must directly relate to your project and can include:

- operational costs incurred in the delivery of the project, including your participation in an independent evaluation of this grant opportunity;
- staff salaries and on-costs that are directly attributable to delivering the project, including reporting;
- the proportion of administration expenses that directly relate to the project; and
- short-term engagement of external consultants to develop resources or skill development to the organisation. You must clearly describe in your application how the use of the consultant will result in a skill or knowledge transfer.

As stated in the Grant Opportunity Guidelines, people with disability must be involved in the design and implementation of the grant activities.

Please note you are required to keep all records of outcomes monitoring, evaluation and reporting for 5 years to participate in any future evaluation activity undertaken by, or on behalf of, the department to measure the impact of ILC.

Performance Indicators

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

Performance Indicator Description	Measure
Activities are completed according to scope, quality, timeframes and budget defined in the Activity Work Plan	The Department and you agree that the Activity Work Plan has been completed as specified 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.	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 30 June 2022 and ends on 30 June 2024, which is the **Activity Completion Date**.

The Agreement ends on 30 November 2024 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]

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	30 June 2022	[\$[Milestone Line Item GST exclusive amount]]	[\$[Calculated field based on Activity Tax Code]]	[\$[Calculated]]
Half yearly payment of 2022-23 funds subject to the acceptance of the Activity Work Plan due 11 August 2022	23 September 2022	[\$[Milestone Line Item GST exclusive amount]]	[\$[Calculated field based on Activity Tax Code]]	[\$[Calculated]]
Half yearly payment of 2022-23 funds subject to the acceptance of the Activity Work Plan Report due 31 January 2023	17 March 2023	[\$[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	11 August 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as per Item E.4	31 January 2023
Statement of Compliance Report	Statement of Compliance Report as per Item E.4 relating to the <i>National Principles for Child Safe Organisations and other action for the safety of Children</i>	31 March 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as per Item E.4	15 August 2023
Financial Acquittal Report	Financial Acquittal from 30 June 2022 to 30 June 2023 as per Item E.3	30 September 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as per Item E.4	31 January 2024
Statement of Compliance Report	Statement of Compliance Report as per Item E.4 relating to the <i>National Principles for Child Safe Organisations and other action for the safety of Children</i>	31 March 2024
Final Report	A report of progress and outcomes for the funded Activity based on monitoring and data collection methods agreed with the Department as part of the Activity Work Plan and reported as set out in Item E.4	31 August 2024
Financial Acquittal Report	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3	30 September 2024

E.1 Performance Reports

Data Exchange Reporting

None Specified

E.2 Activity Work Plan

The Activity Work Plan will be negotiated between you and us from time to time as agreed by both Parties during the life of the Agreement. Using our 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 detailed deliverables and activities you will undertake to fulfil this Activity must be provided as part of your 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. You are required to report against any performance measures set out in the Activity Work Plan within 30 days of the reporting period ceasing.

E.3 Financial Acquittal Reports

Audited Financial Acquittal Report

You are required to provide an Annual Independently Audited Financial Acquittal Report for each financial year funded under this Grant Agreement covering the Activity/ies in this Schedule (in accordance with Clause 10 of the Commonwealth Standard Grant Conditions).

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 you, on a template or system provided by us.

The Activity Work Plan Report template asks for progress on requirements in the Activity Work Plan for the reporting period including any compliance requirements.

Statement of Compliance Report

An annual Statement of Compliance Report consistent with the requirements under Clause Bank Supplementary Term CB9.3 (f) National Principles for Child Safe Organisations and other action for the safety of Children 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 CB9.2 and CB9.3 of this Agreement.

Final Report

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template negotiated and provided by us.

The Final Report must:

- Identify if, and how, outcomes have been achieved; and
- include the agreed evidence proposed in your application.

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)/...../.....
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(Position of Departmental Representative)	
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(Name of Witness in full)	(Signature of Witness)/...../.....
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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)/...../.....
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(Name and position held by second Signatory/Name of Witness)	(Signature of second Signatory/Witness)/...../.....
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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.