



**Australian Government**

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**Department of Foreign Affairs and Trade**

# **[DRAFT] Commonwealth Simple Grant Agreement**

between the Commonwealth of Australia  
represented by

The Department of Foreign Affairs and Trade  
(DFAT)

and

***(insert Grantee)***

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## Grant Agreement [insert reference number/name/project]

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	[insert details]
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	[insert details]
Trading or business name	[insert details]
Any relevant licence, registration or provider number	[insert details]
Australian Company Number (ACN) or other entity identifiers	[insert details]
Australian Business Number (ABN)	[insert details]
Registered for Goods and Services Tax (GST)?	[insert details]
Date from which GST registration was effective?	[insert details]
Registered office (physical/postal)	[insert details]
Relevant business place (if different)	[insert details]
Telephone	[insert details]
Fax	[insert details]
Email	[insert details]

#### The Commonwealth

The Commonwealth of Australia as represented by the Department of Foreign Affairs and Trade, RG Casey Building, 10 John McEwen Cres, Barton ACT 2600, ABN 47 065 634 525.

#### Background

The Commonwealth has agreed to enter 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.

### OPERATIVE PROVISIONS

Once completed, this document, together with each set of Grant Details and the Commonwealth General Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth of Australia (the Commonwealth) and the Grantee.

#### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the Commonwealth General 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

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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 [insert reference number/name/project]

### A. Purpose of the Grant

The Grant must only be used for the Grant Activity as described in the Grantee's application for funding dated [Insert date], [Insert Grant ID number] [insert Grant title] as submitted in SmartyGrants.

The purpose of the Grant is to [insert project description].

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee dated [insert date] [insert reference number/name].

The Grant is being provided as part of the Council on Australian Latin America 2024-25 Grant Round.

### B. Activity

[insert Activity table]

### C. Duration of the Grant

The Activity starts on [insert date/event] and ends on [insert date/event], which is the **Activity Completion Date**.

The Agreement ends on [insert date/event] which is the **Agreement End Date**.

The term of this Agreement may be extended by DFAT for one further period, of one year, by notifying the Grantee in writing prior to the Agreement End Date. Where the term of the Agreement has been extended in accordance with this clause, the Agreement End Date will be taken to be the extended date in item 'E. Reporting' below.

### D. Payment of the Grant

The total amount of the Grant is [insert amount]

Interest cannot be earned on the Grant.

The Grant will be paid in one instalment by the Commonwealth upon completion of the signed contract and compliance by the Grantee with its obligations under this Agreement. Acquittal will need to be completed 60 days after the project has ended.

OR

For multi-year grants, DFAT will make an initial payment on execution of the Agreement of [xxx amount] and subsequent payments in accordance with [Table A]. Payments are subject to satisfactory progress on the grant activity based on your interim reports and on receipt of a valid invoice, in accordance with [Table A].

[Table A]

Milestone	Payment amount	Payment date

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 *[insert bank account details/ to be advised]*.

Subject to the Grantee's compliance with this Agreement, payment(s) will be made into the following bank account:

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

BSB Number: \_\_\_\_\_

Bank Name: \_\_\_\_\_

### **Invoicing**

Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must:

Include the DFAT reference <project ID> and be addressed to [coalar@dfat.gov.au](mailto:coalar@dfat.gov.au)

### **E. Reporting**

You must submit progress reports (timing tbc) against key milestones and outcomes and a final report. Your progress will be monitored by assessing these reports and the department may conduct site visits or request records to confirm details of your reports if necessary. Occasionally the department may need to reexamine claims, seek further information.

An acquittal report will be sent to you via *Smartygrants* which will need to be completed within sixty days of the Activity Completion date of your project.

**For Multi-Year grants** progress reports must be provided (tbc) and must include evidence of your progress towards completion of agreed activities and outcomes; show the total eligible expenditure incurred to date; be submitted by the report due date (tbc). The Department will only make subsequent grant payments when we receive satisfactory progress reports. An acquittal report will be sent to you via *Smartygrants* which will need to be completed within sixty days of the Activity Completion date of your project.

At the time you are acquitting your project, along with any reporting requirements, you will also need to submit a Grantee story (one page or less, approximately 300 words), together with any relevant photos. Please include photographer credits. Video material related to your project is also welcome.

It is your responsibility to return unspent funds to the Council on Australia Latin American Relations (COALAR) at the time of you acquitting your project. Please contact [coalar@dfat.gov.au](mailto:coalar@dfat.gov.au) for further information.

## F. Party representatives and address for notices

### Grantee's representative and address

[Name]	[insert details]
[Position]	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
Mobile	[insert details]
Fax	[insert details]
E-mail	[insert details]
[Alternative contact]	[insert details]

### Commonwealth representative and address

[Name]	[insert details]
[Position]	[insert details]
Postal/physical address(es)	RG Casey Building, John McEwen Crescent, Barton ACT 2600
Business hours telephone	[insert details]
Mobile	[insert details]
Fax	[insert details]
E-mail	[insert details]
[Alternative contact]	[insert details]

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.

## G. Supplementary Terms

### G1. Other Contributions

G1.1 'Other Contributions' means the financial or in-kind contributions other than the Grant set out below:

Contributor	Nature of Contribution	Amount (GST [incl/excl])	Timing
[insert Grantee or name of third party providing the Other Contribution]	[insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc]	[\$[insert amount]]	[insert date or Milestone to which the Other Contribution relates]

Contributor	Nature of Contribution	Amount (GST [incl/excl])	Timing
		\$	

G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 18 of the General Grant Conditions.

## G2. Activity budget

G2.1 The Grantee agrees to use the Grant [and any Other Contributions] and undertake the Activity consistent with the following budget below.

Expenditure Item	Description	Grant Contributions (GST [incl/excl])	Other Contributions – Grantee (GST [incl/excl])	Other Contributions - Third Parties (GST [incl/excl])	Total Cost (GST [incl/excl])
[insert reference]	[insert description of the expenditure item]	[insert amount of Grant contributed to this budget item]	[insert amount of Grantees own funds contributed to this budget item]	[insert amount of other sources of funding contributed to this budget item]	[insert total amount cost of the budget item]

[If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 18 of the General Grant Conditions]

## 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

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.

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#### **G4. Audit and acquittal**

G4.1 Within sixty days after the Activity Completion Date, the Grantee agrees to provide [a] financial statement[s] in relation to the income and expenses relating to the Grant [and any Other Contributions (G1.1)], signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

#### **G5. Activity Material**

N/A

#### **G6. Access**

G6.1 If requested by the Commonwealth, the Grantee agrees to provide the Commonwealth, or any persons authorised in writing by the Commonwealth, with access to the Grantee's premises, personnel, documents and other records, and all assistance reasonably requested, to enable the Commonwealth or those persons to verify that the Grant was spent in accordance with this Agreement.

G6.2 The Commonwealth will reimburse the Grantee's substantiated reasonable costs for complying with a request under clause G6.1.

#### **G7. Equipment and Assets**

Not Applicable

#### **G8. Relevant qualifications, skills or checks**

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks and have the relevant skills and qualifications.

G8.2 The Grantee agrees to comply with all State, Territory and Commonwealth laws relating to the employment or engagement of persons in relation to the Activity, including by obtaining and maintaining all necessary police and other checks in relation to personnel.

#### **G8A. Child Safety**

See Clause 4. DFAT Additional Conditions.

#### **G9. Activity specific legislation, policies and industry standards**

Not applicable

#### **G9A. Fraud**

See Clause 1. DFAT Additional Conditions.

#### **G10. Commonwealth Material, facilities and assistance**

Not Applicable

#### **G11. Jurisdiction**

Not Applicable

#### **G12. Grantee trustee of a Trust**

Not Applicable

## Signatures

Executed as an agreement:

### Commonwealth of Australia:

Signed for and on behalf of the Commonwealth of Australia as represented by <i>[insert entity]</i>	
Name: (print) Position: (print) Signature and date:	..... ..... .....
Witness Name: (print) Signature and date:	..... .....

### Grantee:

[If Grantee is an Individual]

Full legal name of the Grantee:	<i>[insert name of the Grantee and any ABN]</i>
Signatory Name: (print) Signature and date:	..... .....
Witness Name: (print) Signature and date:	..... .....

[OR]

[If Grantee is a Company]

Name of Company:	<i>[insert name of company and any ABN, ACN or ARBN]</i>
Director's Name: (print) Signature and date:	..... .....
Director/Company Secretary Name: (print) Signature and date:	..... .....

[OR]

If Grantee is an Incorporated Association]

Full legal name of the Grantee:	<i>[insert name of incorporated association and any ABN or other registration number]</i>
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Public Officer's Name: (print) Signature and date:	..... .....
Committee Member/Secretary Name: (print) Signature and date:	..... .....

[OR]

[If Grantee is a Partnership]

Full legal name of the Grantee:	<i>[insert name of partnership and any ABN]</i>
Partner's Name: (print) Signature and date:	..... .....
Partner's/Witness Name: (print) Signature and date:	..... .....

## 1. Undertaking the Activity

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

## 2. Acknowledgements

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

## 3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7.

## 4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## 5. Subcontracting

5.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

## 6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

## 7. Variation

This Agreement may be varied in writing only, signed by both Parties.

## 8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

## 9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Agreement.

## 10. Repayment

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

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

## 11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

## 12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

## 13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

## 14. Confidentiality

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

## 15. Insurance

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

## 16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

## 17. Dispute resolution

17.1 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.

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

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

## 18. 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.

## 19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

## 20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

## 21. Definitions

In this Agreement, unless the contrary appears:

- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property].
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details[ and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee].
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.