



Australian Government

Department of Foreign Affairs and Trade



DFAT Administered (aid) Simple Grant Agreement

When to use this Template:

- This template may be only used for **low risk***, one-off grants (with a value less than AUD3,000,000 inclusive of GST) to:
 - Academic Institutions;
 - Australian Non-Government Organisations;
 - Foreign Non-Government Organisations;
 - Research Organisations;
 - Special Purpose Institutes or Foundations; or
 - Australian Public Sector entities that are legally separate from the Commonwealth of Australia (e.g. Corporate Commonwealth Entities).

***Low Risk** - Prior to using this template Agreement Managers should conduct a risk assessment to ensure that the activity is “low risk”. The risk assessment should be reviewed and approved by the relevant delegate prior to agreement signature. For guidance on DFAT’s approach to risk and risk management please refer to DFAT’s Risk Management Guide (see here <http://dfatintranet.titan.satin.io/our-vision/risk-management/guide-better-risk-management/Pages/contents-forward.aspx>).

Note: this template is not intended to replace approved agreement templates for community small grants programs managed at Post or Non-Standard Aid Grant agreement templates used for grants to Multilateral and Intergovernmental organisations or Partner Governments.

Drafting Notes:

- Remove **all yellow highlighted Drafting Notes** before sending to Recipient.
- Populate all fields highlighted in grey in the Letter and Attachment A as best you can before sending to Recipient.
- Using the Australian Aid Logo - If it is an aid program: use the Australian Aid identifier (the kangaroo) [Logos and style guides | Australian Government Department of Foreign Affairs and Trade \(dfat.gov.au\)](http://Logos and style guides | Australian Government Department of Foreign Affairs and Trade (dfat.gov.au))
- **You must not amend Attachment C (Terms and Conditions) without consulting CML** (CML@dfat.gov.au).

Further Advice:

For further advice regarding appropriate use of this template, contact Commercial Law Section (CML) or Development Procurement Agreements and Systems Branch (DVB). All grant agreements above AUD500,000 (administered (aid) funded) must be reviewed by DVB prior to proceeding to seeking delegate approval and signature. Draft documents must be submitted to DVB using the *Clearance Worksheet*.

Reviews are subject to a 10 business day turnaround time.

TEMPLATE LAST UPDATED:

Version	Date	Changes
V0.1	1/07/14	This Template initiated.
V0.2	10/09/14	Locked Standard Conditions for editing
V0.3	31/10/14	Updated to include multiple tranches
V0.4	17/03/15	Terminology update
V0.5	06/2019	Various amendments including inserting new PSEAH clause
v.06	08/2023	Various amendments including removing right of recipient to terminate

-SAMPLE -



Australian Government

Department of Foreign Affairs and Trade



[Name]

[Recipient Entity] (the 'Recipient')

[Address]

Dear [Name]

I am pleased to advise that DFAT wishes to give your organisation (the Recipient) a grant to support it to implement the activity "[Insert Activity title]", described in **Attachment B** to this letter. The details of the grant are set out in **Attachment A**. If the Recipient accepts the grant, the Recipient must comply with the terms and conditions set out in **Attachment C**.

Please carefully read Attachments A, B and C (the "**Agreement**"). To accept the grant on behalf of the Recipient, please sign below and return the original signed document (including the Attachments) to:

C/o: [Contact person name or job title]
Department of Foreign Affairs and Trade
[Address in Canberra or at Post]

Yours sincerely

[DFAT delegate name]

Delegate

[Month] [Year]

ACCEPTANCE OF GRANT

On behalf of the Recipient, I accept the grant offered by DFAT as described in Attachment A, to implement the Activity described in Attachment B, and on the terms and conditions set out in Attachment C.

..... (signature)

..... (print name)

..... (date)

-SAMPLE -

ATTACHMENT A – GRANT DETAILS

Grant	AUD[insert amount][plus GST of AUD [insert amount] if applicable] And any interest earned on the Grant or through exchange rate gains.		
Tranches	Tranche Amount	Tranche Date	<p><i>[Remove row if your grant is being administered in total (one tranche) to be paid upon signing]</i></p>
	Total		
Tranche Conditions	<p>DFAT will pay the Recipient an acquittable Grant up to a maximum of [Insert currency and value], inclusive of GST in tranches divided as follows:</p> <p>DFAT will pay Tranche 1 within thirty (30) days of the date of this Agreement and subject to receipt of a valid invoice as per clause 2 of Attachment C.</p> <p>DFAT will pay subsequent tranches at the date indicated above subject to the Recipient providing:</p> <ul style="list-style-type: none"> • an Acquittal Statement of [Insert percentage usually 80+] % of the previous tranche, signed by the senior financial officer or the head of the Recipient indicating that the Grant funds being acquitted have been expended in accordance with the terms of this Agreement; and • submitting a valid invoice as per clause 2 of Attachment C; and • making satisfactory progress with implementation of the Activity as determined by DFAT. 		
Recipient	[Insert full legal name of the Recipient]		
Activity	The Activity described in Attachment B.		
Activity Start Date	[Insert]		
Activity End Date	[Insert]		
Agreement Expiry Date	[Insert]		
DFAT Option Period	[Insert term of option period and dates e.g. Up to xx months/years from xx date to xx date OR 'Not Applicable']		
DFAT Agreement No.	[Insert]		
Recipient Contact	<p>Name: [Insert]</p> <p>Postal Address: [Insert]</p> <p>Street Address: [Insert]</p> <p>Email: [Insert]</p>		
DFAT Contact	<p>Name: [Insert]</p> <p>Postal Address: [Insert]</p> <p>Street Address: [Insert]</p> <p>Email: [Insert]</p>		

ATTACHMENT B – ACTIVITY PROPOSAL AND BUDGET

Insert or attach Activity proposal and budget received from the Recipient - Ensure that the budget amount matches the Grant amount in attachment A

SAMPLE

ATTACHMENT C – TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1. Terms used in these Terms and Conditions have the meaning given in the Grant Details.

2. PAYMENT OF THE GRANT

- 2.1. The Recipient must give DFAT an invoice requesting payment of the Grant which includes the DFAT Agreement Number in the Grant Details and the name of the Activity.
- 2.2. The Recipient must send the invoice:
- By mail to:
Chief Finance Officer
Department of Foreign Affairs and Trade
R.G. Casey Building
John McEwen Crescent
Barton ACT 0221
AUSTRALIA; or
 - By email to: accounts.payable@dfat.gov.au

- 2.3. If the Recipient has an Australian Business Number (ABN), the invoice must be a valid tax invoice.

3. RECIPIENT'S OBLIGATIONS

- 3.1. The Recipient must:
- a) Implement the Activity in accordance with this Agreement.
 - b) Commence the Activity on or before the Activity Start Date.
 - c) Complete the Activity on or before the Activity End Date.
 - d) Use the Grant diligently and for the sole purpose of the Activity.
 - e) Promptly advise DFAT if it has any problems with or experiences any delays in the implementation of the Activity.
 - f) Acknowledge the Grant, where appropriate (for example, in publicity for the Activity).
 - g) Keep detailed accounts and records of how it spent the Grant.
 - h) Comply with the law when implementing the Activity and use its best endeavours to ensure that individuals or organisations involved in implementing the Activity comply with the law when implementing the Activity.
 - i) If required by DFAT, permit DFAT to monitor and/or evaluate the Activity and/or the use of the Grant.
 - j) If required by DFAT, permit DFAT to audit its accounts and records relating to the Activity and the Grant.
- 3.2. The Recipient must ensure that any subcontract entered into in relation to the Activity contains all the relevant terms of this Agreement, including those relating to fraud (clause 6), prohibited dealings (clause 7), anti-corruption (clause 8), child protection (clause 9), preventing sexual exploitation, abuse and harassment (clause 10), environmental and social safeguards (clause 11), and intellectual property (clause 12), and in particular that the Recipient has or will secure itself a right to terminate the subcontract on terms no less favourable than those accorded to DFAT by clause 13 (Termination), in the event of this Agreement being terminated.
- 3.3. The Recipient must not:
- a) Use the Grant to buy an asset unless that asset is referred to in Attachment B or the purchase has been approved by DFAT.
 - b) Dispose of or write-off assets purchased with the Grant except as approved by DFAT.
 - c) Assign its interest in this Agreement without DFAT's prior approval.

4. REPORTING AND REPAYMENT OF UNSPENT GRANT FUNDS

- 4.1. Within thirty (30) days after the Activity End Date, the Recipient must send to the DFAT Contact:
- a) a final report which includes an outline of the Activity, the key outcomes compared with objectives, development impact, sustainability and lessons learned; and
 - b) an acquittal statement which:
 - i. explains how the Recipient spent the Grant;
 - ii. confirms that the Recipient spent the Grant in accordance with this Agreement; and
 - iii. is signed by the senior financial officer or the head of the Recipient indicating that the Grant funds being acquitted have been expended in accordance with the terms of this Agreement.
- 4.2. If the Recipient has not spent any part of the Grant, it must return the unspent funds to DFAT with the acquittal statement.

5. CONFIDENTIALITY

- 5.1. The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.
- 5.2. This clause shall survive expiration or termination of this Agreement.

6. FRAUD

- 6.1. For the purposes of this clause, "Fraudulent Activity" "Fraud" or "Fraudulent" means, with respect to the Activity, dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes incidents of attempted, alleged, suspected or detected fraud.
- 6.2. The Recipient must not and must ensure that individuals and organisations involved in implementing the Activity do not engage in any Fraudulent Activity. The Recipient is responsible for preventing and detecting Fraud.
- 6.3. If the Recipient becomes aware of any Fraudulent Activity, the Recipient must report the matter to DFAT within five (5) business days. The Recipient must investigate the alleged Fraud at the Recipient's cost and take actions in accordance with its regulations, rules, policies, procedures and any directions or standards required by DFAT.
- 6.4. Following the conclusion of any investigation which identifies Fraudulent Activity, the Recipient must:
 - a) take all reasonable action to recover any part of the Grant the subject of Fraudulent Activity;
 - b) refer the matter to the relevant police or other authorities responsible for prosecution of Fraudulent Activity where the incident occurred, unless the Director of DFAT's Fraud Section agrees otherwise in writing;
 - c) as required by DFAT, reimburse to DFAT any part of the Grant misappropriated through Fraudulent Activities; and
 - d) keep DFAT informed, in writing, on a monthly basis, regarding the status of actions undertaken with respect to the Fraudulent Activity.
- 6.5. This clause survives the expiry or termination of this Agreement.

7. PROHIBITED DEALINGS

- 7.1. The Recipient must ensure that individuals or organisations involved in implementing the Activity, including itself and its personnel:
 - a) are not directly or indirectly engaged in, preparing, planning, assisting in or fostering the doing of a terrorist act;
 - b) are not, and do not become listed on the 'List of Terrorist Organisations' made under the *Criminal Code Act 1995* (Cth) and related regulations, posted at <https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations> ;
 - c) are not, and do not become listed on the 'Consolidated List' made under the *Charter of the United Nations Act 1945* (Cth) and the *Autonomous Sanctions Act 2011* (Cth), and related legislation, posted at <http://dfat.gov.au/international-relations/security/sanctions/pages/consolidated-list.aspx> ;
 - d) are not, and do not become listed on and the World Bank's "Listing of Ineligible Firms and Individuals" posted at <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>;
 - e) are not acting on behalf of, or at the direction of, individuals, persons, entities or organisations listed on the Lists referred to in subparagraphs (b) to (d);
 - f) are not owned or controlled by individuals, persons, entities or organisations mentioned in subparagraphs (b) to (d); and
 - g) do not to provide direct or indirect support, resources or assets (including the Grant) to individuals, persons, entities or organisations associated with terrorism or mentioned in subparagraphs (b) to (d).
- 7.2. The Recipient must inform DFAT immediately if it discovers that it or an individual or organisation involved in implementing the Activity has or may have contravened this clause.
- 7.3. This clause survives the expiry or termination of this Agreement.

8. ANTI-CORRUPTION

- 8.1. In this clause 'Corrupt Conduct' has the same meaning given in section 8 of the *National Anti-Corruption Commission Act 2022* (Cth) ('NACC Act').
- 8.2. The Recipient warrants that to the best of its knowledge prior to the commencement of this Agreement:
 - a) it has disclosed all current and previous allegations or investigations in relation to Corrupt Conduct to DFAT; and
 - b) it, and its officers, employees, agents and subcontractors, have not engaged in Corrupt Conduct other than the Corrupt Conduct disclosed (if any) under clause 8.2(a)
- 8.3. The Recipient must not, and must ensure that its officers, employees, agents and subcontractors do not,

engage in Corrupt Conduct.

- 8.4. The Recipient acknowledges that it may be considered a 'Contracted Service Provider' in relation to a 'Commonwealth Contract' for the purposes of section 13 of the NACC Act, and if so, may be subject to investigation by the Commissioner under that Act.
- 8.5. The Recipient must comply with any reasonable request, policy or direction issued by DFAT and otherwise cooperate with DFAT in any action taken by DFAT required or authorised by the NACC Act.
- 8.6. The Recipient acknowledges and agrees that DFAT will not be liable for any cost of the Recipient in relation to any such investigation, or any other action by the Australian National Anti-Corruption Commission, in connection with this Agreement.
- 8.7. This clause is an essential term of the Agreement and survives the termination or expiry of the Agreement.

9. CHILD PROTECTION

- 9.1. The Recipient must comply, and must ensure that individuals and organisations involved in implementing the Activity comply, with DFAT's Child Protection Policy accessible at <http://www.dfat.gov.au/childprotection/>.
- 9.2. DFAT may conduct a review of the Recipient's compliance with DFAT's *Child Protection Policy*. DFAT will give reasonable notice (at least fourteen (14) days) to the Recipient and the Recipient must, at its own cost, participate co-operatively in any such review.
- 9.3. The Recipient must immediately report to childwelfare@dfat.gov.au any suspected or alleged case of child exploitation, abuse, harm or policy non-compliance related to the Activity. The Child Protection Incident Notification Form is accessible at: www.dfat.gov.au/childprotection.
- 9.4. In reporting to DFAT pursuant to clause, the Recipient must comply with the *Privacy Act 1988* (Cth).
- 9.5. If DFAT finds that the Recipient has failed to comply with DFAT's Child Protection Policy, the Recipient must promptly, and at its own cost, take such actions as are required by DFAT to ensure compliance with the Child Protection Policy.

10. PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT (PSEAH)

- 10.1. The Recipient must comply, and must ensure that individuals and organisations involved in implementing the Activity comply, with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy accessible at <http://www.dfat.gov.au/pseah>.
- 10.2. DFAT may conduct a review of the Recipient's compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy. DFAT will give reasonable notice (at least fourteen (14) days) to the Recipient and the Recipient must, at its own cost, participate co-operatively in any such review.
- 10.3. The Recipient must report to seah.reports@dfat.gov.au any suspected or alleged case of sexual exploitation, abuse and harassment that relates to the Activity within 48 hours of becoming aware of the case. The Recipient must report to DFAT any alleged incidents of non-compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy within five (5) business days.
- 10.4. In reporting to DFAT as required pursuant to clause 10.3, the Recipient must comply with the *Privacy Act 1988* (Cth), Principle 3 of the PSEAH Policy and the privacy provisions in the Sexual Exploitation, Abuse and Harassment (SEAH) Incident Notification Form, accessible at <http://www.dfat.gov.au/pseah>.
- 10.5. If DFAT finds that the Recipient has failed to comply with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy, the Recipient must promptly, and at its own cost, take such actions as may be required by DFAT to ensure compliance with the policy.

11. ENVIRONMENTAL AND SOCIAL SAFEGUARDS

- 11.1. The Recipient must comply with and implement the requirements set out in DFAT's *Environmental and Social Safeguard Policy for the Aid Program*, accessible at <https://www.dfat.gov.au/about-us/publications/Pages/environmental-social-safeguard-policy>.
- 11.2. DFAT may conduct a review of the Recipient's compliance with DFAT's *Environmental and Social Safeguard Policy for the Aid Program*. DFAT will give reasonable notice to the Recipient and the Recipient must participate co-operatively in any such review.

12. INTELLECTUAL PROPERTY

- 12.1. The Recipient will own any intellectual property in material created by the Activity but grants DFAT an irrevocable, non-exclusive, world-wide, royalty-free licence to use the material for any purpose.

13. EXTENSION OR TERMINATION

- 13.1. DFAT may, at its sole discretion, extend the term of this Agreement for the DFAT Option Period, by giving the Recipient not less than 30 days written notice before the Agreement Expiry Date. Such notice will specify the date of the new Agreement Expiry Date. If DFAT exercises the option to extend, the Agreement will continue on the same terms and conditions save for the amended Agreement Expiry Date as notified to the Recipient.
- 13.2. DFAT may immediately terminate this Agreement by giving the Recipient a notice in writing if the Recipient:

- a) Becomes, or in the opinion of DFAT may become, bankrupt, insolvent, deregistered or no longer able to undertake the Activity to a standard acceptable to DFAT.
 - b) Fails to commence or, in the opinion of DFAT, fails to make satisfactory progress in carrying out the Activity and the failure has not been remedied within the time specified in a written request from DFAT to remedy the failure.
 - c) Breaches a term of this Agreement and does not remedy the breach within the time stipulated in a written request from DFAT to remedy the breach.
 - d) Breaches clause 7 (Prohibited Dealings) of this Agreement.
- 13.3. DFAT may terminate this Agreement, at any time, by giving the Recipient a written termination notice which includes the reasons for termination.
- 13.4. If this Agreement is terminated, the Recipient must:
- a) Immediately do everything possible to prevent and reduce all losses, costs and expenses caused by the termination.
 - b) As soon as possible, stop spending any uncommitted Grant funds.
 - c) Within thirty (30) days of the termination, give DFAT an acquittal statement (see clause 4 (Reporting and Repayment of Unspent Grant Funds)) and return to DFAT any uncommitted Grant funds (including unspent interest and exchange rate gains).
- 13.5. This clause survives the expiry or termination of this Agreement.

14. GENERAL

- 14.1. This Agreement commences when DFAT receives the Recipient's signed confirmation of its acceptance of the Grant and continues until the parties have fulfilled all of their obligations, or the Agreement Expiry Date (detailed in Attachment A – Grant Details), whichever is the earlier.
- 14.2. The Recipient will promptly notify DFAT if the Recipient:
- a) will not or will likely not be able to complete or deliver the Activity before the Activity End Date;
 - b) or its sub-grantee, as the case may be, terminates a relevant agreement which will or reasonably could, disrupt or impact the Activity;
 - c) makes default in the due payment for any fees, charges, rent and interest associated with the supply of personnel or equipment or goods connected to the Grant or this Agreement;
 - d) does or permits to be done, either wilfully or negligently or by omission, any act or thing which could jeopardise DFAT's rights arising from this Agreement (or otherwise), impact DFAT's reputation, or inhibit DFAT's ability to recover the Grant under clause 13.4; or
 - e) becomes bankrupt or goes into liquidation or makes or attempts to make any composition with or arrangement for the benefit of creditors to the Recipient.
- 14.3. DFAT must send notices to the Recipient Contact in the Grant Details.
- 14.4. The Recipient must send notices to the DFAT Contact in the Grant Details.
- 14.5. This Agreement may be amended by a Deed of Amendment signed by DFAT and the Recipient.
- 14.6. This Agreement is governed by the law of the Australian Capital Territory, Australia.