



# Commonwealth Grant Agreement

between the Commonwealth represented by

**Department of Industry, Innovation and Science**

and

**<Grantee>**

NB: This is an example grant agreement intended for use with the Australian Heritage Grants 2019-20 Grant Opportunity. The Commonwealth reserves the option to amend or adjust the form of the grant agreement

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## Grant Agreement <grant number>

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.

### Parties to this Agreement

#### The Grantee

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

#### The Commonwealth

The Commonwealth of Australia represented by the  
Department of Industry, Innovation and Science  
of 10 Binara Street CANBERRA ACT 2600  
ABN 74 599 608 295

### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

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

### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the 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 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 <grant number>

### A. Purpose of the Grant

The Grant is being provided as part of the Australian Heritage Grants program.

The purpose of the Grant is to do one or more of the following:

- maintain, protect and conserve the National Heritage values of one or more listed places
- improve access to one or more listed places
- improve engagement with, and awareness of, the National Heritage values of one or more listed places.

The Grant is being provided as part of the Australian Heritage Grants program.

The Program aims to:

- improved recognition, conservation and preservation of National Heritage List place values, and access to National Heritage listed places
- enriched appreciation of the values of listed National Heritage places through improved community engagement.

### B. Activity

The Activity is made up of your Project and all eligible project activities as specified in these Grant Details.

#### **Project scope and description, including key eligible activities**

<project description>

<project scope>

#### **Project outcomes**

<project outcomes>

#### **Listed place(s)**

<listed place>

The Project will provide support to protect and promote the listed values of [National Heritage List](#)<sup>1</sup> places through strengthened recognition, management, conservation and public engagement.

In undertaking the Activity, the Grantee must comply with the requirements of the Grant Opportunity Guidelines (as in force from time-to-time).

You must notify us about events relating to the Project and provide an opportunity for the Minister or their representative to attend.

### C. Duration of the Activity

The Activity starts on <project start date> and ends on <project end date>, which is the **Activity Completion Date**.

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<sup>1</sup> <http://www.environment.gov.au/heritage/places/national-heritage-list>

The Agreement ends on [insert date/event allowing sufficient time for completing all outstanding activities under the agreement, including final payment and any post project reporting. Cannot be before project end date] which is the **Agreement End Date**.

### Activity Schedule

Milestone number	Milestone name and description	Due date
<No>	<milestone name> <milestone description>	<dd/mm/yyyy>
<No>	<milestone name> <milestone description>	<dd/mm/yyyy>

## D. Payment of the Grant

The total amount of the Grant is <grant amount> (plus GST if applicable).

The Grant will be provided at <grant percentage> per cent of Eligible Expenditure as defined in the Grant Opportunity Guidelines.

The Grant will be paid over the following financial years subject to sufficient Program funding being available. The Commonwealth is not obliged to make a payment if it would result in the amount paid in a financial year exceeding the annual capped amount for that financial year as specified in this table.

Financial year	Annual capped amount (GST excl)
<financial year as yyyy/yy>	\$<amount>
<financial year as yyyy/yy>	\$<amount>
Total	\$<total grant amount>

[For grants up to and including \$50,000]

An initial payment of 90 per cent of the grant will be made on execution of the Grant Agreement. A final payment of 10 per cent of the Grant will be withheld until the Grantee submits a satisfactory final report demonstrating end of Project reporting obligations have been met.

[For grants over \$50,000]

An initial payment will be made on execution of the Grant Agreement based on forecast eligible expenditure for the first period. Subsequent payments will be paid six monthly in advance based on forecast eligible expenditure and adjusted for unspent amounts from previous payments. Payments are subject to satisfactory progress on the Project and compliance by the Grantee with its obligations under this Agreement.

A final payment of at least 10 per cent of the Grant will be withheld until the Grantee submits a satisfactory final report demonstrating end of Project reporting obligations have been met.

## 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 agrees not to issue tax invoices in respect of any taxable supplies.

The Grantee acknowledges that where it is registered for Goods and Services Tax (GST) it will notify the Commonwealth if it subsequently ceases to be registered for GST.

GST means a tax that is payable under GST law as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the Reporting Templates (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
<Progress>	<dd/mm/yyyy>	<dd/mm/yyyy>	<agreed evidence>	<report due date>
<End of Project>	<dd/mm/yyyy]	<dd/mm/yyyy>	<agreed evidence>	<report due date>
[<Independent audit report>]	<dd/mm/yyyy>	<dd/mm/yyyy>	Satisfactory report completed by independent auditor	<report due date>

During the Agreement period, we may ask you for ad-hoc reports on your project. You must provide these reports in the timeframes notified by the Commonwealth.

## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	<insert details>
Position	<insert details>
Postal/physical address(es)	<insert details>
Business hours telephone	<insert details>
Mobile	<insert details>
E-mail	<insert details>

### Commonwealth representative and address

Name of representative	<insert details of AusIndustry representative>
Position	<insert details>

Postal/physical address(es)	<insert details>
Business hours telephone	<insert details>
Mobile	<insert details>
E-mail	<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 financial or in-kind contributions other than the Grant as set out below:

Contributor	Nature of Contribution	Amount (GST exclusive)	Timing
Grantee	< insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc>	\$<insert amount>	<project end date>
<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>
Total		\$<total other contributions>	

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

Eligible expenditure item	Estimated expenditure <yyyy/yy>	Estimated expenditure <yyyy/yy>	Estimated expenditure <yyyy/yy>	Total \$
<Eg, Salaries and contractors costs>	\$<amount>	\$<amount>	\$<amount>	\$<total amount>



Eligible expenditure item	Estimated expenditure <yyyy/yy>	Estimated expenditure <yyyy/yy>	Estimated expenditure <yyyy/yy>	Total \$
<Eg, Research costs>	\$<amount>	\$<amount>	\$<amount>	\$<total amount>
<Eg, Communication and promotional>	\$<amount>	\$<amount>	\$<amount>	\$<total amount>
<Eg, Planning, environment or regulation approval>	\$<amount>	\$<amount>	\$<amount>	\$<total amount>
<Eg, Materials and equipment>	\$<amount>	\$<amount>	\$<amount>	\$<total amount>
<Eg, Other eligible expenditure>	\$<amount>	\$<amount>	\$<amount>	\$<total amount>
Total Project costs	\$<total cost>	\$<total cost>	\$<total cost>	\$<total cost>

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

### G3 Record keeping

#### G3.1 The Grantee agrees to:

- (a) maintain records that 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.

G3.2 The Grantee agrees to maintain the records for five years after the 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 The Grantee may be required to provide the Commonwealth with an independent audit report verifying that the Grant was spent in accordance with this Agreement.

G4.2 Independently audited financial acquittal reports must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
- (b) a certified practising accountant; or
- (c) a member of the Institute of Public Accountants; or
- (d) a member of Chartered Accountants Australia and New Zealand

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

## 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 or skills

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) if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with clause G8A in such form as may be specified by the Commonwealth.

## G9 Activity specific legislation, policies and industry standards

G9.1 Without limiting the generality of Item G11 below, the Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) The *Work Health and Safety Act 2011* (Cth), any corresponding regulations made under that Act and any relevant Code of Practice approved for the purpose of that Act ('WHS Laws').

Note: The Grantee must ensure the Activity is undertaken in a safe manner. The Grantee must not, and must ensure its Personnel do not, by act or omission place the Commonwealth in breach of its obligations under the WHS Laws.

- (b) [The Burra Charter](http://australia.icomos.org/publications/charters/)<sup>2</sup> (The Australia ICOMOS Charter for Places of Cultural Significance) 2013 (Burra Charter)

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<sup>2</sup> <http://australia.icomos.org/publications/charters/>

- (c) [Engage Early: Indigenous engagement guidelines](#)<sup>3</sup>
- (d) [Arrive Clean, Leave Clean](#)<sup>4</sup> (how to prevent the spread of invasive plant diseases and weeds during activities such as weeding and revegetation)
- (e) [Code for the Tendering and Performance of Building Work 2016](#)<sup>5</sup> (Building Code 2016)
- (f) [Australian Government Building and Construction WHS Accreditation Scheme](#)<sup>6</sup> (WHS Scheme)
- (g) [Environment Project and Biodiversity Conservation Act 1999](#) (the EPBC Act)<sup>7</sup>
- (h) State, Territory or Commonwealth laws relating to the employment or engagement of persons in any capacity where they may have contact with individuals under the age of 18 years, including all necessary Working With Children Checks
- (i) National Principles for Child Safe Organisations, which have been accepted in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>)
- (j) The Building Code 2016<sup>8</sup> (Building Code) and the Australian Government Building and Construction WHS Accreditation Scheme<sup>9</sup> (WHS Scheme).

## 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:

- (k) any Fraud in relation to the Activity; or
- (l) 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 Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

G9A.5 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.6 This clause survives the termination or expiry of the Agreement.

<sup>3</sup> <https://www.environment.gov.au/epbc/publications/engage-early>

<sup>4</sup> <http://www.environment.gov.au/biodiversity/invasive-species/publications/arrive-clean-leave-clean>

<sup>5</sup> <https://www.abcc.gov.au/building-code/building-code-2016>

<sup>6</sup> <http://www.fsc.gov.au/sites/fsc/needaccredited/accreditationscheme/pages/theaccreditationscheme>

<sup>7</sup> <http://www.environment.gov.au/epbc>

<sup>8</sup> The Building Code 2016 can be found at <https://www.abcc.gov.au/building-code/building-code-2016>

<sup>9</sup> The Australian Government Building and Construction OHS Accreditation Scheme can be found at <http://www.fsc.gov.au/sites/fsc/needaccredited/accreditationscheme/pages/theaccreditationscheme>.

**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 (if applicable)**

G12.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G12.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust
- (c) it has entered into this Agreement for the proper administration of the Trust;
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

# Signatures

Executed as an agreement:

## Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science

<b>Name</b> (print)	
<b>Position</b> (print)	
<b>Signature</b>	
<b>Date</b>	
<b>Witness name</b> (print)	
<b>Signature</b>	
<b>Date</b>	

**Template Instructions:** Select or insert the appropriate signature block depending on the nature of Grantee. Delete the signature blocks that are not used.

## Grantee

Template Instructions: Use this signature block if Grantee is an individual.

<b>Full legal name of the Grantee</b>	[insert name of the Grantee and any ABN]
<b>Name</b> (print)	
<b>Signature</b>	
<b>Date</b>	

<b>Witness name</b> (print)	
<b>Signature</b>	
<b>Date</b>	

[or]

**Template Instructions:** Use this signature block if Grantee is a company.

<b>Name of company</b>	[insert name of company and any ABN, ACN or ARBN]
<b>Director name</b> (print)	
<b>Signature</b>	
<b>Date</b>	
<b>Director/ Company Secretary name</b> (print)	
<b>Signature</b>	
<b>Date</b>	

[or]

**Template Instructions:** Use this signature block if Grantee is an Incorporated Association.

<b>Full legal name of the Grantee</b>	[insert name of incorporated association and any ABN or other registration number]
<b>Public officer's name</b> (print)	
<b>Signature</b>	

<b>Date</b>	
<b>Committee member/ Secretary name</b> (print)	
<b>Signature</b>	
<b>Date</b>	

[or]

**Template Instructions:** Use this signature block if Grantee is a Partnership. Note that each partner should execute, add extra rows as required.

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

[or]

**Template Instructions:** Use this signature block if Grantee is a Local Governing Body or Unincorporated Association

<b>Name</b> (print)	
<b>Position</b> (print)	
<b>Signature</b>	

<b>Date</b>	
<b>Witness name</b> (print)	
<b>Signature</b>	
<b>Date</b>	

SAMPLE



# Schedule 1 Commonwealth General Grant Conditions

## 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** means the activities described in the Grant Details.

**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.

**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.

## Appendix 1

# Australian Heritage Grants Progress Report

Submit your completed report to [australianheritagegrants@industry.gov.au](mailto:australianheritagegrants@industry.gov.au).

Grantee name	[organisation name]
Project title	[project title]
Project number	[project number]
Reporting period	[reporting period start date] to [reporting period end date]

### 1. Project progress

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement. Add rows as required.

No	Milestone description	Agreed completion date	Actual /anticipated completion date	Milestone progress ( per cent complete) at end of reporting period
	[milestone 1 name]	dd/mm/yy		
	[milestone 2 name]	dd/mm/yy		
	[milestone 3 name]	dd/mm/yy		
	[milestone 4 name]	dd/mm/yy		

- b. If applicable, comment on why your progress is delayed.

- c. Comment on any impacts on project timing and outcomes and how you expect to manage these.

- d. Attach any agreed evidence required with this report to demonstrate your progress to date. List the attached documents below against the relevant activity. If you do not have any evidence due with this report, you can enter n/a.

- e. Is the overall project proceeding in line with your grant agreement?  yes  no

If no, identify any changes or anticipated issues and how you expect to manage these.

- f. Do you require any variations to the grant agreement to enable your project to progress to completion? Please identify potential changes and we will contact you to discuss.
- project end date
  - milestone dates
  - project expenditure
  - project activities
  - changes to key contacts
  - other

- g. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?  yes  no

If yes, please provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

- a. Is this (part of the) National Heritage place open to the general public? (Note: Restricted access e.g. for ceremonial or research purposes only is not public access.)  yes  no

- b. If, yes approximately how many visitors have you had to the place over the reporting period?

a.

- b. Please provide approximate numbers for the following over the reporting period:

- Unique visitors to website (if applicable)

- App downloads (if applicable)
- Follows on social media (if applicable)
- Mentions on social media (if applicable)
- Copies of brochures/guidebooks distributed or sold (if applicable and developed as part of grant)


## 2. Eligible expenditure summary

- a. Complete the following table to show:
- total eligible expenditure incurred on the project prior to this reporting period
  - eligible expenditure incurred in this reporting period
  - estimated eligible expenditure for the remainder of the project.

All expenditure should be GST inclusive, less GST credits you can claim. We may ask you to provide evidence of costs incurred.

Refer to the Australian Heritage Grants grant opportunity guidelines or contact us if you have any questions about eligible expenditure.

Eligible project expenditure	Total
i. <b>Eligible expenditure incurred prior to this reporting period</b>	\$
ii. <b>Eligible expenditure incurred this reporting period</b>	\$
iii. <b>Estimated expenditure for next reporting period</b>	\$
iv. <b>Total estimate for project</b>	\$

- b. Attach evidence of total eligible expenditure incurred for this reporting period. List the attached documents below against the relevant expenditure items.

--

- c. Briefly explain the reason for any changes between the forecast and actual expenditure for the current reporting period, and any significant changes to the forecast budget for the remainder of the project.

d. Is the project expenditure broadly in line with the activity budget in the grant agreement?  yes  no

If no, explain the reasons.

### 3. Project funding

Complete the following table for all cash contributions to your project in the reporting period. This includes your own contributions as well as any contributions from government (except this grant), project partners or others. Insert rows as required.

Contributor	Total
	\$
	\$
<b>Total</b>	\$

### 4. Bank account details

Have your bank account details changed since your last payment?  yes  no

If yes, we will provide you with a form to complete your new bank details.

### 5. Certification

I .....being a person duly authorised by the grantee hereby certify that:

- the information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995 (Cth)*.
- the activities identified above are for the purposes stated in the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.
- 

Signed

Date

Position

SAMPLE

## Appendix 2

# Australian Heritage Grants

## End of project report

Submit your completed report to [australianheritagegrants@industry.gov.au](mailto:australianheritagegrants@industry.gov.au).

Grantee name	[organisation name]
Project title	[project title]
Project number	[project number]
Reporting period	[reporting period start date] to [reporting period end date]

### 1. Project achievements

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement. The amount of detail you provide in this report should be commensurate with the project size, complexity and grant amount.

No	Milestone description	Agreed completion date	Actual /anticipated completion date	Milestone progress ( per cent complete) by the project end date
(a) 1.	[milestone 1 name]	dd/mm/yy		
2.	[milestone 2 name]	dd/mm/yy		
3.	[milestone 3 name]	dd/mm/yy		
4.	[milestone 4 name]	dd/mm/yy		



- b. Briefly outline the project milestones and activities completed by the project end date. If applicable, comment on why all milestones/activities were not completed by the project end date.

- c. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project. List the attached documents below against the relevant activities.

- d. Is this (part of the) National Heritage place open to the general public? (Note: Restricted access e.g. for ceremonial or research purposes only is not public access.)  yes  no

- e. If, yes approximately how many visitors have you had to the place over the reporting period?

- c. Please provide approximate numbers for the following over the reporting period:

- Unique visitors to website (if applicable)
- App downloads (if applicable)
- Follows on social media (if applicable)
- Mentions on social media (if applicable)
- Copies of brochures/guidebooks distributed or sold (if applicable and developed as part of grant)


## 2. Project outcomes

- a. Outline the project outcomes achieved by the project end date.

- b. Do the achieved project outcomes align with those specified in the grant agreement?  yes  no

If no, explain why.

- c. Were there any factors that hindered your ability to achieve the target outcomes?

- d. Attach copies of any published reports and promotional material, relating to the project, and list them below.

- e. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?  yes  no

If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

### 3. Project benefits

- a. What ongoing impact will the project have?

- b. Is there any other information you wish to provide about your project?  yes  no

If yes, provide details.

### 4. Total eligible project expenditure

- a. Complete the following table, showing the total actual eligible expenditure incurred on the project. All expenditure should be GST inclusive, less GST credits you can claim. We may ask you to provide evidence of costs incurred.

Refer to the Australian Heritage Grants grant opportunity guidelines or contact us if you have any questions about eligible expenditure.

Eligible expenditure items	Total
Salaries, contractor costs and expert advice	\$
Research costs	\$
Communication and promotional	\$

Eligible expenditure items	Total
Planning, environmental or regulatory approvals	\$
Materials and equipment hire and/or purchase	\$
<b>Total eligible expenditure</b>	\$
Ineligible items	\$
<b>Total expenditure</b>	\$

- b. Attach evidence of total eligible expenditure incurred for the project. List the attached documents below against the relevant expenditure items.

- c. Was the expenditure incurred in accordance with the grant agreement?  yes  no

If no, explain the reason for a project underspend or overspend, or any other significant changes to the budget.

## 5. Project funding

- a. Complete the following table for all cash contributions to your project. This includes your own contributions as well as any contributions from government (except this grant), project partners or others. Insert rows as required.

Contributor	Total
	\$
	\$
<b>Total</b>	\$

- b. Complete the following table for all in-kind contributions to your project. This includes your own in-kind contributions as well as any contributions from government, project partners or others. Insert rows as required.

Contributor	In-kind support provided	Value
		\$
		\$
<b>Total</b>		\$

## 6. Bank account details

Have your bank account details changed since your last payment?  yes  no

If yes, we will provide you with a form to complete your new bank details.

## 7. Certification

I .....being a person duly authorised by the grantee hereby certify that:

- the information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the Criminal Code 1995 (Cth).
- the grant was spent in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including survival clauses.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Signed

Date

Position

## Appendix 3

### Australian Heritage Grants - audit report

Only some grant recipients will be required to submit this report. We will advise you of reporting requirement when we finalise your grant agreement.

#### Background

These templates assist grant recipients (and their auditors) to understand the audit requirements under an Australian Heritage Grants grant agreement. For further information contact us on 13 28 46 or at [business.gov.au](http://business.gov.au).

All Australian Heritage Grants grant recipients enter into a grant agreement with the Commonwealth. Under this grant agreement, when an independent audit report is required the grant recipient must provide us with:

- a statement of grant income and expenditure against the expenditure categories under the grant agreement (attachment A)
- an independent audit report on the statement of grant income and expenditure (attachment B)
- certification of certain matters by the auditor (attachment C).

You can find additional information on Australian Heritage Grants at [business.gov.au](http://business.gov.au) or by calling us on 13 28 46.

#### Eligible expenditure

Advice on eligible expenditure for projects under the Australian Heritage Grants can be found in Australian Heritage Grants grant opportunity guidelines. These guidelines are revised from time to time and therefore more than one version of the document may exist. For Australian Heritage Grants grant recipients, the relevant guidelines are those that were effective at the time the application was accepted.

It is essential that grant recipients and their auditors understand the Australian Heritage Grants eligible expenditure requirements because these determine whether, and the extent to which, certain costs are reportable and claimable.

The amount of grant funding we approve is based on the grant recipient's estimated eligible expenditure, as provided in their application. However, the grant funding any grant recipient is ultimately entitled to receive is determined against actual eligible expenditure incurred and paid for on the project. The grant amount specified in the grant agreement is the **maximum** amount the grant recipient may be paid.

The expenditure reported in the 'statement of grant income and expenditure' at attachment A must represent actual 'eligible expenditure' paid on the project during that period.

The audit report must be prepared by an approved auditor<sup>10</sup>.

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<sup>10</sup> Approved auditor - A person who is:

- not a principal member, shareholder, officer or employee of the Grantee or a related body corporate; and

Project number	<project number>
Grantee name	<organisation>
Project title	<project title>
Project start date	<project start date>
Project end date	<project end date>

This statement of grant income and expenditure must be prepared by the grant recipient and contain the following:

- Statement of funds, grant recipient contributions and other financial assistance\*
- Statement of eligible expenditure\*
- Notes to the statement of eligible expenditure, explaining the basis of compilation
- Certification by directors of the grant recipient

\*We will compare this information to that detailed in the grant agreement.

## 1. Statement of funds, grant recipient contributions and other financial assistance

Complete the following table for all cash and in-kind contributions for your project for the period in question, including

- the Australian Heritage Grants grant
- other government funding
- your own contributions
- partner or other third party contributions
- any additional private sector funding.

Insert rows as required.

Contributor	Cash amount (GST excl)	[Estimated in-kind amount (GST excl)]	Total (GST excl)
Australian Heritage Grants grant	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Grant recipient	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
<b>Total</b>	<b>[\$[enter amount]]</b>	<b>[\$[enter amount]]</b>	<b>[\$[enter amount]]</b>

- is a Registered Company Auditor under the *Corporations Act 2001* (Cth); or a certified Practising Accountant; or a member of the National Institute of Accountants; or a member of the Institute of Chartered Accountants.

## 2. Statement of eligible expenditure

You must provide detail of the eligible expenditure that has been incurred and paid for during the reporting period in the 'Statement of eligible expenditure' spreadsheet.

Comment on any variance between the expenditure items and amounts detailed in the grant agreement and the actual items and amounts detailed in the attached statement of eligible expenditure.

[enter details]

## 3. Note to the statement of eligible expenditure.

### a. Eligible expenditure

The eligible expenditure as reported in the statement of eligible expenditure is in accordance with the Australian Heritage Grants grant opportunity guidelines.

### b. Basis of compilation

This statement of eligible expenditure has been prepared to meet the requirements of the grant agreement between [enter grant recipient name] and the Commonwealth represented by the Department of Industry, Innovation and Science. Significant accounting policies applied in the compilation of the statement of grant income and expenditure include the following:

[enter details]

4. Certification by directors [if not director, replace with appropriate equivalent]

[Project number]

For the period [dd/ mm/yyyy] to [dd/ mm/yyyy]

We confirm that, to the best of our knowledge and believe, having made such enquiries as we considered necessary for the purpose of appropriately informing ourselves:

**Statement of grant income and expenditure**

- a. We have fulfilled our responsibilities for the preparation of the statement of grant income and expenditure in accordance with the cash basis of accounting and the terms of the grant agreement with the Commonwealth, represented by the Department of Industry, Innovation and Science dated [enter date]; in particular, the statement of grant income and expenditure presents fairly in accordance therewith.
- b. All events subsequent to the date of the statement of grant income and expenditure which require adjustment or disclosure so as to present fairly the statement of grant income and expenditure, have been adjusted or disclosed.
- c. [Where applicable] The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the statement of grant income and expenditure as a whole. A list of the uncorrected misstatements is attached to this representation letter.
- d. That all grant recipient contributions and other financial assistance were spent for the purpose of the project and in accordance with the grant agreement and that the grant recipient has complied with the grant agreement and relevant accounting policies.
- e. That salaries and allowances paid to persons involved in the project are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.

Signature .....

Name [enter name]

Director

Date [dd/mm/yyyy]

Signature .....

Name [enter name]

Director

Date [dd/mm/yyyy]



5. For Auditor use only

I certify that this statement of grant income and expenditure is the one used to prepare my independent audit report dated [enter date] for the Department of Industry, Innovation and Science.

Signature .....

Name [enter name]

Position [enter position]

Auditor's employer [enter employer name]

Date [dd/mm/yyyy]

SAMPLE