



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 Business Research and Innovation Initiative Pilot Round 2 Feasibility study. 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 the Grant Details and the Commonwealth General Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	<Entity name>
Legal entity type (e.g. individual, incorporated association, company, partnership, etc)	<ABR entity type>
Trading or business name	<common name>
Any relevant licence, registration or provider number	Not applicable
Australian Business Number (ABN) or other entity identifiers	<ABN>
Australian Company Number (ACN)	<ACN>
Registered for Goods and Services Tax (GST)?	<GST status + if statement>
Date from which GST registration was effective?	<GST registered date>
Registered office - physical	<address line> <city> <state> <postcode>
Registered office - postal	<address line> <city> <state> <postcode>
Relevant business place	<address line> <city> <state> <postcode>

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.

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 the 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 <grant opportunity name>.

<Grant opportunity objectives>

<Grant opportunity outcomes>

The Grant opportunity forms part of the Business Research Innovation Initiative.

The objective of the program is to drive innovation within small to medium sized enterprises (SMEs) and government by encouraging the development of innovative solutions by SMEs to public policy and service delivery challenges.

The intended outcomes of the program are:

- stimulate the innovative capacity of SMEs and Australian Government agencies
- improve business capability to access national and international markets
- develop SMEs confidence and awareness when working with government as a possible customer
- encourage Australian Government agencies to participate in sourcing innovative solutions.

The purpose of the grant is to undertake a feasibility study to test the solution proposed by the grantee for the challenge.

After completing a feasibility study under this program, you can apply for a competitive grant for the development of a proof of concept addressing the same challenge.

B. Activity

The Activity is made up of your Project and all eligible project activities including your project plan and attachments supplied in your application to address the challenge.

Project title

<project title>

Project scope and description

<detailed project description>

Project outcomes

<project outcomes>

The Project will determine and document the feasibility of the solution proposed.

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

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 90 days after the project end date (completion date).

Activity Schedule

The project starts on <project start date> (project start date) and ends on <project end date> (project end date).

In undertaking the Activity, the Grantee will meet the following milestones by the due dates.

Milestone number	Milestone name and description	Due date
<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 up to <grant percentage> per cent of Eligible Expenditure as defined in the Grant Opportunity Guidelines.

The Grant will be paid in the following financial year 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>

The Grant will be paid on execution of the Grant Agreement. **Invoicing**

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

The Grantee 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 requirements (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
<End of Project>	<dd/mm/yyyy]	<dd/mm/yyyy>	<agreed evidence>	<report due date>
<Final Feasibility Report >	<dd/mm/yyyy>	<dd/mm/yyyy>	Final feasibility report	<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	<primary contact name>
Position	<primary contact position>
Postal address	<postal address>
Physical address	<physical address>
Business hours telephone	<phone number>
Mobile	<mobile phone>
E-mail	<primary contact email address>

Commonwealth representative and address

Name of representative	<CSM name>
Position	<CSM position>
Postal address	GPO Box 2013 CANBERRA ACT 2601
Physical address	<CSM physical address> If blank 10 Binara Street CANBERRA ACT 2600
Business hours telephone	<CSM phone>
E-mail	BRII@industry.gov.au

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

Not applicable

G1.1

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.

<budget table>

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

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

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) 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
- (c) 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>)

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.

Name	<System generated name of person executing the grant agreement on the CRM>
Position	<System generated position of person executing the grant agreement on the CRM >
Date	<System generated date when above person executes the grant agreement on the CRM >

Grantee

Full legal name of the Grantee	<name of the grantee> ABN <ABN of the grantee>
Name of Authorised Representative	<System generated name of person accepting on the portal>
Date	<System generated date when above person accepted on the portal>

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 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required 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.

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 remains responsible for compliance with 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 Grant Details.

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.

11. Record keeping

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

12. Intellectual Property

12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.

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

12.3 The licence in clause 12.2 does not apply to Activity Material.

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

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 Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.
- **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.
- **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.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details.
- **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.

Schedule 2 Reporting requirements

Appendix 1

Appendix 1

Business Research and Innovation Initiative Pilot Round 2 Feasibility study - end of project report requirements

You will need to provide the following information in your end of project report. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

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?
If no, explain why.
- c. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.
- d. Provide details of project KPIs and the extent to which these were delivered.

Project benefits

- a. What benefits has the project achieved?
- b. What ongoing impact will the project have?
- c. Did the project result in any unexpected benefits?
If yes, explain why.
- d. Is there any other information you wish to provide about your project?
If yes, provide details.

Total eligible project expenditure

- a. Indicate the total eligible project expenditure incurred for each eligible expenditure item below. These categories align with the budget you provided in your application.

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 grant opportunity guidelines or contact us if you have any questions about eligible expenditure.
 - Labour and on-costs
 - Contract expenditure

- Overseas travel
 - Other costs
 - Total project
- b. Provide any comments you may have to clarify any figures.
- c. Was the expenditure incurred in accordance with the activity budget in the grant agreement?
- If no, explain the reason for a project underspend or overspend, or any other significant changes to the budget.
- **Project funding**
 - Provide details of 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.

Attachments

- a. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.
- b. Attach copies of any published reports and promotional material, relating to the project.

Certification

You must ensure an authorised person completes the report and can certify the following:

- 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 undertaken and the expenditure incurred is in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement.
- 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.