



Australian Government
**Department of Industry, Science,
Energy and Resources**

Your reference no: <reference number>

<first name> <last name>

<position>

<organisation name>

<organisation postal address 1>

<organisation postal address 2>

<organisation postal address 3>

10 Binara Street
CANBERRA ACT 2601
GPO Box 2013
CANBERRA ACT 2601
p: < state office phone number>
e: <program mailbox address>
w: business.gov.au
abn: 74 599 608 295

Dear <first name> < last name>

Letter of Agreement

The <organisation name> application is successful and I am writing to offer you a <grant opportunity name> grant.

The Agreement

This letter is an offer to enter into a binding grant agreement (Agreement) between <organisation name> ABN <organisation ABN> (Grantee/you) and the Commonwealth of Australia as represented by the Department of Industry, Science, Energy and Resources (Commonwealth/we).

The Agreement includes:

- this letter
- the grant schedule (attachment A)
- the letter of agreement terms and conditions (attachment B)
- your application
- the grant opportunity guidelines applicable on the date you submitted your application.

We may use information contained in this Agreement for public reporting purposes, including the grantee name and grant amount.

What you must do

To accept this offer, a representative authorised to enter into an agreement on behalf of your organisation must accept the grant Agreement on the portal. Accepting the Agreement on the portal is equivalent to signing a grant agreement. We may withdraw the offer if you do not accept the Agreement by <agreement due date> which is 30 days from the date of this letter.

If you are not authorised to accept a grant agreement on behalf of your organisation, you will need to identify a representative who is. You must invite them to be a new participant in the grant application. To do this, return to your application on the portal and select the 'participants' option. Follow the instructions to add a new participant as an Authorised signatory.

The Agreement takes effect from the date we acknowledge receipt of your acceptance of this Agreement.

Before we can make any payments we need you to identify the bank account into which we will pay your grant. An Accounts Payable – Supplier Details form used for this purpose is available for you to download from the [portal](#). If you have not already done so, you must complete the form and email it to incubator.support@industry.gov.au.

You must undertake the project in line with this Agreement including meeting the milestones set out in the milestone table of the grant schedule (attachment A) by the due dates. You must only spend the grant on eligible activities to undertake the project.

If you spend any amount of the grant on activities not identified in the project, or if you have a grant amount unspent at the project end date, you will need to repay those amounts to the Commonwealth.

You must submit the reports set out in the reporting table of the grant schedule (attachment A) by the due dates. You may be required to provide evidence of the grant expenditure. You can find a sample of the report requirements at attachment C.

You must ensure that anyone who has direct, unsupervised contact with children as part of your project under this Agreement has undertaken and passed a working with children check, if required under relevant state or territory legislation. You are also responsible for assessing the suitability of the people you engage as part of your project to ensure children are kept safe.

You must provide us with a statement of compliance with working with children legislation if requested.

If you make a public statement, publish any material or erect any signage in relation to your project you must acknowledge the funding you received from this grant. You must use any form of acknowledgment the Commonwealth reasonably specifies. You must notify us about events relating to the project and provide an opportunity for the Minister or their representative to attend.

What we will do

After you have accepted the Agreement on the portal, we will acknowledge receipt of your acceptance. The Agreement will take effect from that date. We will notify you when this happens and a copy of the executed Agreement will be available on the portal.

[Single upfront payment]

We will pay the grant into the bank account that you nominate in the Supplier Details form within 28 days of acknowledging receipt of your acceptance of the Agreement on the portal.

[Other relevant types]

We will make an initial payment within 28 days of acknowledging receipt of your acceptance of the Agreement on the portal based on forecast eligible expenditure for the first six months. We will make subsequent payments six monthly in advance based on forecast eligible expenditure and adjusted for unspent amounts from previous payments. Payments are subject to available funds and satisfactory progress on the project. We will retain a minimum of 10 per cent of the total grant funding for the final payment when you submit a satisfactory end of project report demonstrating you have met end of project reporting obligations.

We may notify you of issues or concerns with the project and withhold the grant if we consider that you are unable to undertake the project in accordance with this Agreement. We will pay the grant once you have corrected the issues raised in the notice.

Any questions?

If you have any questions please contact <CSM name> on <CSM phone number>.

Yours sincerely

<signature block 1>

<signature block 2>

<signature block 3>

<date>

Attachment A

Grant schedule

Program	<program name>
Grantee	<organisation name>
Grantee ABN	<organisation ABN>
Project title	<project title>
Application ID	<project number>
Project description (Grant Activity)	<project description> <project outcome>
Project start date	<project start date>
Project end date	<project end date>
Total eligible expenditure	\$(total eligible expenditure)
Grant percentage	Up to <project grant percentage> per cent
Total/maximum grant	\$(funding amount)(plus GST where applicable)
Capped amount in financial year <yyyy-yy 1>	\$(amount year 1) (plus GST where applicable)
Capped amount in financial year <yyyy-yy 2>	\$(amount year 2) (plus GST where applicable)
Agreement end date	<agreement end date>

Milestone table

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

Reporting table

Report type	Period start date	Period end date	Agreed evidence	Due date
<report type>	<dd/mm/yyyy>	<dd/mm/yyyy>	<agreed evidence>	<report due date>
<report type>	<dd/mm/yyyy]	<dd/mm/yyyy>	<agreed evidence>	<report due date>

Signatures

I agree to the terms and conditions outlined in this grant

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>

Grant agreement effective date	<System generated date when the grant agreement is executed on the CRM>
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Attachment B - Letter of Agreement Terms and Conditions

1. Undertaking the Grant Activity

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

2. Acknowledgements

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

3. Notices

The Grantee agrees to promptly notify the Commonwealth of anything reasonably likely to affect the performance of the Grant Activity, including any actual, perceived or potential conflict of interest which could affect the Grantee's performance of this Agreement and to take action to resolve the conflict.

4. Payment of the Grant

4.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with this Agreement.

4.2 The parties agree that the amount of the Grant is inclusive of any GST payable and the Grantee agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement. The Grantee must on request provide the Commonwealth with a tax invoice before the Commonwealth is obliged to pay any amount under this Agreement.

4.3 Where applicable, the parties acknowledge and agree that they are each registered for GST purposes, have each quoted their Australian Business Number to the other and must notify the other of any changes in their GST status. The Grantee agrees that the Commonwealth will issue the Grantee with a recipient created tax invoice, and the Grantee will not issue any tax invoices, for any taxable supply the Grantee makes under this Agreement.

5. Spending the Grant

The Grantee agrees to spend the Grant for the sole purpose of undertaking the Grant Activity, and to provide a statement, in the form required by the Commonwealth and signed by the Grantee, verifying that the Grant Activity has been undertaken and the Grant was spent in accordance with this Agreement.

6. Repayment

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

7. Record keeping

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant for two years after completing the Grant Activity and to make them available to the Commonwealth on request.

8. Privacy

When dealing with Personal Information (as defined in the *Privacy Act 1988*) in carrying out the Grant Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of the *Privacy Act 1988*.

9. Grant Activity material

The Grantee gives (or procures for) the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, communicate, publish and adapt all material that is provided to the Commonwealth under this Agreement. This includes a right to sub-license that material.

10. Confidentiality

A party agrees not to disclose the other's confidential information without its prior written consent unless required or authorised by law or Parliament.

11. Insurance

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

12. Licences and approvals

The Grantee must ensure that all persons engaged to work on the Grant Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by the Commonwealth, including but not limited to police checks, Working With Children checks and Working with Vulnerable People checks.

13. Dispute resolution

13.1 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.

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

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

14. 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.

The Commonwealth will not be required to make any further payments of the Grant after the termination of the Agreement.

15. General provisions

15.1 A party is not by virtue of this Agreement an employee, agent or partner of the other party.

15.2 This Agreement may only be varied by the parties' signed written agreement.

15.3 Clauses 5 (Spending of the Grant), 6 (Repayment), 7 (Record keeping), and 9 (Grant Activity material) survive the expiry or termination of this Agreement.

15.4 This agreement is governed by the law of the Australian Capital Territory.

Attachment C – Reporting requirements

Appendix 1

Incubator Support Initiative - Expert in Residence - progress report requirements

You will need to provide the following information in your progress reports. 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 progress

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

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.
- c. Is the overall project proceeding in line with your grant agreement?
If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.
- d. 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.

Project outcomes

- a. Outline the project outcomes achieved to date.

Project expenditure

Provide the following information about your eligible project expenditure. Eligible expenditure is divided into the same categories as the budget 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.

- a. What is the eligible expenditure you have incurred in this reporting period?
- b. What is the estimated eligible expenditure for the next reporting period?
- c. What is the estimated eligible expenditure for remaining reporting periods in current financial year (if applicable)?
- d. What is the estimated total eligible expenditure for future financial years?
- e. What is the estimated total eligible expenditure for the project?
- f. 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.
- g. Is the project expenditure broadly in line with the activity budget in the grant agreement?
If no, explain the reasons.

Project funding

- a. Provide details of all contributions to your project other than the grant. 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 project progress.
- 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.

Appendix 2

Incubator Support Initiative - Expert in Residence - 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 achievements

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

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.
- 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 activity/s.
- d. If you had a regional project, attach agreed evidence to demonstrate where the majority of your activities have been undertaken. List the attached documents below against the relevant activity.

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

- e. Outline the type of services and areas of expertise that the Expert in Residence provided to start-ups

Examples of these may include workshops or mentoring that provides start-up participants with advice or services to increase business capability; including new skills and knowledge gained in areas such as financial; marketing; product development; resourcing. It could also include running relevant events for participant start-ups, or providing them with access to facilities and equipment.

- f. For Outgoing Experts in Residence

How has the new knowledge gained by the outgoing expert benefited your incubator and start-ups?

	Question	Number
g.	How many start-up participants accessed the services provided by your incoming experts in residence?	
h.	How many start-up participants, located in regional areas accessed the services specifically provided by your incoming experts? <i>The mapping tool will assist you to determine if a start-up is regional. We consider all start-ups located in Inner Regional, Outer Regional, Remote and Very Remote classification areas to be regional.</i>	
i.	How many of your visiting experts have international experience?	
j.	How many of your experts reside within Australia?	
k.	How many of your visiting experts have travelled from outside Australia to work within your incubator? (ie. reside overseas)	
l.	How many new business networks have you established as a result of the Incubator Support grant? <i>Examples include strategic or investment partnerships, collaborations, mentors, advisers.</i>	

Project benefits

- a. What key benefits has the Expert in Residence provided to your Incubator?
- 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. Eligible expenditure is divided into the same categories as the budget 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.

- 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

- a. Provide details of all contributions to your project other than the grant. This includes your own contributions as well as any contributions from government (except this grant), project partners or others.

Updated business indicators

- a. Provide the following financial data for your organisation for your latest complete financial year

These fields are mandatory and entering \$0 is acceptable if applicable.

- Financial year completed
- Sales revenue (turnover)
- Export revenue
- R&D expenditure
- Taxable income
- Number of employees including working proprietors and salaried directors (headcount)
- Number of independent contractors (headcount)

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.

Appendix 3

Incubator Support Initiative - Expert in Residence - Compliance with working with children obligations

Where applicable, you will need to make the following annual statement of compliance. The Commonwealth reserves the right to amend or adjust the requirements.

You must submit your annual statement of compliance as you would a report on the [portal](#).

Statement of compliance

- 1 Is the organisation, and persons working with children on behalf of the organisation in relation to the Activity, compliant with Commonwealth, state or territory legislation?
- 2 Has the organisation completed a risk assessment in relation to the Activity and all persons who may engage with children in association with the Activity?
- 3 Has the organisation put in place an appropriate strategy to manage risks identified through the risk assessment?
- 4 Has the organisation delivered training and established a compliance regime to ensure that all persons who may engage with children are aware of, and comply with:
 - the National Principles for Child Safe Organisations
 - the risk management strategy in item 3 above
 - relevant legislation relating to requirements for working with children, including working with children checks
 - relevant legislation relating to requirements for working with vulnerable people, including working with vulnerable people checks; and
 - relevant legislation relating to mandatory reporting of suspected child abuse or neglect however described?

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.