

Australian Government

Department of Industry, Innovation and Science

# **Business**

Your reference no: <reference number>

<title> <first name> <last name> <position> <organisation name> <organisation postal address 1> <organisation postal address 2> <organisation postal address 3> Level 5, 111 Bourke Street Melbourne VIC 3000 GPO Box 2013 CANBERRA ACT 2601 p: 03 9268 <xxxx> e: IAScience@industry.gov.au w: business.gov.au abn: 74 599 608 295

Dear <title> <first name> < last name>

# Your application has been successful

I am writing to offer you a Grant under Maker Projects – Stream A, an element of the Inspiring Australia – Science Engagement Programme.

## The grant 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, Innovation and Science (Commonwealth/we).

The Agreement includes:

- this letter
- the Grant schedule (attachment A)
- the Grant terms and conditions (attachment B)
- your application
- the Inspiring Australia Science Engagement Programme 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.

## Working with children check

Under state legislation, it is a requirement for people in roles that have direct, unsupervised contact with children to undertake a working with children check.

You are responsible for ensuring that you have met relevant state or territory legislation obligations related to working with children, and 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.

We do not provide advice on working with children legislation. You are responsible for seeking advice from the authority in your relevant state or territory.

#### What you must do

To accept this offer and enter into this Agreement with the Commonwealth, complete the attached Accounts Payable – Supplier Details form and sign attachment A. Then send or email a scanned copy of this letter, the Supplier Details form, attachment A and attachment B to the address above by [insert date], otherwise this offer will lapse. The Agreement takes effect from the date we receive your signed attachment A.

You must undertake the project in line with this Agreement. You must only spend the Grant on the project or 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 provide a final report, including a statement that you spent the Grant in accordance with this Agreement, by the due date. You may be required to provide evidence of the Grant expenditure. You can find a sample report template at attachment C. We will send you a report template to complete after you finish your project.

If you make a public statement or publish any material about your project you must acknowledge the funding you received from this grant. You must notify us about events relating to the project and provide an opportunity for the Minister or their representative to attend.

#### What the Commonwealth will do

We will pay the Grant into the bank account that you nominate in the Supplier Details form within 28 days of receiving your signed agreement documents.

#### Any questions?

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

Yours sincerely

Assistant Programme Manager Science Programs and Grants DIIS Grants Administration AusIndustry – Support for Business

<date>

# Attachment A - Grant schedule

Program	Inspiring Australia – Science Engagement Programme: Maker Projects - Stream A				
Grantee	<organisation name=""></organisation>				
Grantee ABN	<organisation abn=""></organisation>				
Project title	<project name=""></project>				
Project number	<project number=""></project>				
Project description	<project activities=""> <project outcome=""></project></project>				
Project start date	<project date="" start=""></project>				
Project end date	<project date="" end=""></project>				
Total eligible expenditure	\$ <total eligible="" expenditure=""></total>				
Total/maximum grant	\$ <funding amount="">(plus GST where applicable)</funding>				
Capped amount in financial year <yyyy-yy> (GST excl)</yyyy-yy>	<pre>\$<amount 1="" year=""> (plus GST where applicable)</amount></pre>				
Final report due date	<project +="" 60="" date="" days="" end=""></project>				
Agreement end date	<project +="" 160="" date="" days="" end=""></project>				

# Signatures

I agree to the conditions of the Grant including

- this letter
- this Grant schedule (attachment A)
- the Grant terms and conditions (attachment B)
- my application
- the programme guidelines in place when the application was submitted.

Full legal name of the Grantee and ABN	<organisation> <abn></abn></organisation>
Name (print)	
Position (print)	
Signature	
Date	
Witness Name (print)	
Signature	
Date	

# Attachment B Grant Terms and Conditions

#### 1. 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.

#### 2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with this Agreement. 2.2 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. 2.3 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.

#### 3. Spending the Grant

3.1 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.

#### 4. Repayment

If any of the Grant 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.

#### 5. Record keeping

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

#### 6. Privacy

When dealing with Personal Information (as defined in the *Privacy Act 1988*) 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.

#### 7. 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.

#### 8. 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.

#### 9. Insurance

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

#### 10. Indemnities

10.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity. 10.2 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.

#### 11. 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.

#### 12. Dispute resolution

12.1 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.

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

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

#### 13. Termination for default

The Commonwealth may terminate this Agreement by notice if 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. will be unable to complete the Grant Activity; or
- d. 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.

#### 14. General provisions

14.1 A party is not by virtue of this Agreement an employee, agent or partner of the other party.14.2 This Agreement may only be varied by the parties' signed written agreement.

14.3 Clauses 3 (Spending of the Grant), 4 (Repayment), 5 (Record keeping), and 7 (Grant Activity material) survive the expiry or termination of this Agreement.

# Attachment C - Final report template

Maker Projects - Stream A

Project number	
Grantee name	
Applicant	
[Name of School]	
Project title	
Final Report due date	

# 1. School details

- 1. How many students attend your school?
- What percentage of students at your school have Indigenous or Torres Strait Islander backgrounds?
- What percentage of students at your school speak a language other than English at home?
  %
- 4. Is your school located in a metropolitan or a regional/remote area?

#### Metropolitan

Regional/remote

- 5. Had your students participated in a maker fair or used a maker space before your school's maker space was created?
- Yes

🗌 No

- 2. Maker space details
- 1. What field/s of STEM best describes the focus of your school's maker space? Please tick all that apply.
- Astronomy
- Chemistry
- Earth science
- Physics
- Material sciences
- Biology
- Agricultural and environmental science
- Technological and computer science
- Engineering
- Mathematics
- Other- please specify

2. What age groups are you targeting with the maker space? Please tick all that apply.

5-10 years

11-12 years

13-14 years

15-16 years

17-18 years

all ages

3. How often is the maker space used by your students?

Once a month

Once a fortnight

Once a week

More than once a week

	lt	is	not	yet	in	use
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4. When is the maker space used? Select all that apply

Before or after school

During lesson time

During lunch time

5. On average how many students use the maker space when it is available?

6. What activities do the students participate in when using the maker space?

7. If you submitted a joint application in partnership with other schools, how often do the partner schools utilise the maker space?

8. Outline how your students will be encouraged to continue using your school's maker space in the future.

# 3. Certification

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

- the information listed above is accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- the grant was spent on the approved project and in accordance with the grant agreement.
- I am aware of the obligations under the 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 Agreement empowers the Commonwealth to terminate the Agreement and to request repayment of the Grant paid to the Grantee where the Grantee directly, or the Applicant acting on behalf of the Grantee, breaches the agreement.

SignedDate
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[Position/ title]