

**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>

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GPO Box 2013
CANBERRA ACT 2601
p: 03 9268 < xxxxe: IAScience@industry.gov.au
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Dear <title> <first name> <last name>

#### Your application has been successful

As outlined in your application under Maker Projects - Stream B and the <u>Inspiring Australia</u> – <u>Science Engagement Programme Guidelines</u> (programme guidelines), on receipt of this letter you are a party to a grant agreement (agreement).

You must contact us immediately if you do not wish to accept this offer, or your circumstances have changed and you are no longer able to carry out your project.

# The Agreement

This agreement is a binding 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 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.

#### 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

You must complete the attached Accounts Payable – Supplier Details form with your nominated bank account and return to us as soon as possible. We are unable to make grant payments until after we have received this form.

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 can find a sample report template at attachment C. We will also send you the 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 we will do

We will pay the grant into your nominated bank account within 28 days of receiving your completed Accounts Payable – Supplier Details form.

#### 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 B		
Grantee	<organisation name=""></organisation>		
Grantee ABN	<organisation abn=""></organisation>		
Project title	<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>		
Project number	<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>		
Project description	<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>		
Project start date	<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>		
Project end date	<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>		
Total eligible expenditure	\$ <total eligible="" expenditure=""></total>		
Total/maximum grant	\$ <funding amount="">(plus GST where applicable)</funding>		
Capped amount in financial year <yyyy-yy 1=""></yyyy-yy>	\$ <amount 1="" year=""> (plus GST where applicable)</amount>		
Final report due date	<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>		
Agreement end date	<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>		

## **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
- has provided false or misleading statements in their application for the Grant; or
- c. will be unable to complete the Grant Activity; or
- 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 B

Pı	roject number
G	rantee name
Pı	roject title
Fi	inal Report due date
1.	Project activities and outcomes
1.	Which of the following best describes the event/s you delivered?
	Skills workshop e.g. teaching students new hands on skills in science, technology engineering and mathematics
	☐ Technology workshop e.g. introducing students to new technologies such as 3D printing
	☐ Invention workshop or competition
	☐ Entrepreneurship workshop
	☐ Enterprise education programme
	Other- please specify
2.	Which field/s of STEM best describes the focus of your event/s? (Select all that apply)
	Astronomy
	☐ Chemistry
	Geology and earth science
	Physics
	☐ Material Sciences
	Biology
	Agricultural and environmental science
	☐ Technological and computer science
	☐ Engineering
	☐ Mathematics
	Other- please specify
3.	Were the proposed key activities or components of your event/s carried out as planned?
	☐ Yes
	□ No
	If not, please provide details of what changed and why?

4.	How many participants in total attended your event/s?					
5.	. How many participants under 18 years of age attended your event/s?					
6.	What percentage of participants were					
Ма						
Fer	nale					
7.	Please indicate where your event/s took place. (Select all that apply.)  ACT					
	☐ NSW ☐ Metropolitan ☐ Regional					
	□ NT □ Metropolitan □ Regional					
	QLD Metropolitan Regional					
	SA Metropolitan Regional					
	TAS Metropolitan Regional					
	UC ☐ Metropolitan ☐ Regional					
	WA					
8.	Were you able to attract participants from towns and communities across the wider region?					
	☐ Yes ☐ No					
	If No, please explain why you weren't able to engage the wider region or community.					
	If Yes, how many participants from the wider region or community attended your events?					
9.	How far did they travel to participate in your event/s? (Select all that apply.)					
	☐ <10km					
	☐ 10km – 20km					
	20km – 50km					
	□ >50km					
	☐ Not known					
10.	Please describe how participants engaged with technical experts/ inventors/ innovators/ entrepreneurs during your event/s?					

11		escribe how your project partners supported your event/s, in particular describe the s and benefit to participants.				
12. What was the final cost of the project (GST exclusive)?						
\$						

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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 that 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 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 agreement.

Signed ......Date

[Position/title]