



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

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>

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 <title> <first name> < last name>

Letter of Agreement

The <organisation name> application was 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 we notified you that you were successful.

If you are not authorised to enter into a grant agreement on behalf of your organisation, you will need to identify a representative who is.

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

You must undertake the project in line with this Agreement. 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 date. You may be required to provide evidence of the grant expenditure. You can find the sample of 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.

All project activities must adhere to Covid-19 social distancing measures and restrictions. You must have contingency plans in place for pivoting face-to-face activities to online activities such as virtual tours and online events if Covid-19 social distancing measures and restrictions are in place.

You will need to use National Science Week branding at <https://www.scienceweek.net.au/get-involved/graphics-logos/> in the promotion of events and register the event at <https://www.scienceweek.net.au/event-holder-registration/> on the National Science Week website.

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.

We will pay the grant into the bank account that you nominate in the Supplier Details form within 20 days of acknowledging receipt of your acceptance of the Agreement on the portal.

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 start date	<project start date>
Project end date	<project end date>
Total project costs	\$< total project costs>
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)
Agreement end date	<agreement end date>

Reporting table

Report type			Agreed evidence	Due date
<report type>			<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	<name of person accepting on the portal>
Date	<date when grant agreement is accepted on the portal>

Name of Commonwealth Authorised Representative	<name of person executing>
Grant agreement effective date	<date when the grant agreement is executed>

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 2

National Science Week Grants 2021 - end of project report requirements

You will need to complete and submit the following information in your end of project report on the [portal](#). The Commonwealth reserves the right to amend or adjust the requirements.

You can enter the required information below in stages and submit when it is complete before or no later than the due date.

Project achievements

- a. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.

- b. Event type: list the eligible activities that best describe your event.

Eligible activities can include: events relating to existing exhibitions (including travelling exhibitions), cinema and theatre, debates, quizzes, open days, interactive workshops, presentations, online events (if required to adhere to COVID-19 requirements), forums, events that relate to the theme for this particular International Year, events that relate to the National Science Week school theme.

- c. Event location: list the States and Territories where your event/s were held.

ACT, NSW, NT, QLD, SA, TAS, VIC, WA

- d. Event location: specify the sort of location where your event/s were held.

Examples include: capital city CBD, other city or town, suburbs, remote, online or other (please specify).

- e. When did you hold your event/s?

Provide the start and end date.

- f. If you had a project partner, briefly describe the project partner/s' role.

- g. State how many people attended your event/s

Express this as: less than 500 attendees, between 500-1000 attendees, greater than 1000 attendees.

- h. If the event was specifically aimed at engaging specific groups with the sciences, please list the groups.

Groups you may list include: primary school students, high school students, university students, young families, the elderly, Indigenous Australians.

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. List the methods you used to gather feedback about the effectiveness of your event.

Examples may include exit survey of participants, informal discussions with participants, event organisers and/or presenters and/or venue, written responses, word of mouth, other (if providing other examples, please detail these examples).

- d. Provide a brief summary of what you learned from your event evaluation.

250 words or less.

- e. How many people participated in your event/s?

Express this as: less than 500 participants, between 500-1000 participants, greater than 1000 participants.

- f. Please provide numbers of each type of participant who attended/ participated in your event/s.

Please provide numbers for the following participant types: early childhood (pre-school), primary school students, secondary school students, tertiary students, adults (18-34), adults (35-60), adults (over 60).

- g. What geographical reach did your event/s have?

Please provide an approximate percentage for each applicable region: suburb, whole city, state, beyond home state.

Project benefits

- a. What benefits has the project achieved?

For example, did your project do the following:

- *Celebrate Australian achievements and capabilities in science, engineering, technology, mathematics and/or innovation?*
- *Showcase the relevance of science to daily life, society and the economy?*
- *Encourage young people to consider continuing studies in science?*
- *Assist in making the connection between studying science and science-based career opportunities?*
- *Foster partnerships between the community, research organisations and industry?*
- *Attract new audiences who may not have previously had an interest in science engagement activities?*
- *Attract participants who may not have previously had access to an event in National Science Week?*
- *Have you received funding through National Science Week Grants in the past?*
- *If yes, was the funding for the same or similar National Science Week event?*
- *If no, please provide a brief description of your previous National Science Week events that have been supported through National Science Week Grants.*

- b. What ongoing impact will the project have?

For example you may provide answers to the following:

- *Are there any continuing relationships between you and other organisations as a result of this event?*
 - *Has this event led to other science engagement activities that will continue beyond National Science Week?*
 - *Do you intend to hold an event in National Science Week next year?*
 - *What is the legacy of your event?*
- 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.
- If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. 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.

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

National Science Week Grants 2021 - 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.