# Commonwealth Simple Grant Agreement

between the Commonwealth represented by

Department of Industry, Science, Energy and Resources

and

<Grantee>

**NB: This is an example simple grant agreement intended for use with the Bushfire Recovery for Wildlife and Habitat Community Grants program. 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 | <trading 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 address | <ABR registered address><city> <state> <postcode> |
| Relevant business place  | <business street address><city> <state> <postcode> |

#### The Commonwealth

The Commonwealth of Australia represented by the
Department of Industry, Science, Energy and Resources
of 10 Binara Street CANBERRA ACT 2600
ABN 74 599 608 295

The Department of Industry, Science, Energy and Resources will manage the Agreement on behalf of the Department of Agriculture, Water and the Environment.

### 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:

1. this document;
2. the Supplementary Terms (if any);
3. the Commonwealth General Grant Conditions (Schedule 1);
4. the Grant Details;
5. 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>

1. Purpose of the Grant

The Grant is being provided as part of the <grant opportunity name>.

<Grant opportunity objectives>

<Grant opportunity outcomes>

1. Activity

The Activity is made up of the Grantee’s project and all eligible project activities as specified in these Grant Details.

#### Project title

<project title>

#### Project scope and description

<detailed project description>

#### Project outcomes

<project outcomes>

In undertaking the Activity, the Grantee must comply with the requirements of the grant opportunity guidelines (as in force at the time of application).

The Grantee must notify the Commonwealth about events relating to the project and provide an opportunity for the Minister or their representative to attend.

1. Duration of the Grant

The Activity starts on <project start date> and ends on <project end date>, which is the **Activity Completion Date**.

The Agreement ends on <agreement end date> which is the **Agreement End Date**.

#### Activity Schedule

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> |

1. 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 over the following financial years 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> |
| <financial year as yyyy/yy> | $<amount> |
| Total | $<total grant amount> |

The Grant will be paid according to the following schedule. Payments are subject to satisfactory progress on the project and compliance by the Grantee with its obligations under this Agreement.

| Payment event | Payment amount(GST excl) | Anticipated payment date |
| --- | --- | --- |
| <Payment trigger> | <amount> | <dd/mm/yyyy> |
| <Payment trigger> | <amount> | <dd/mm/yyyy> |
| Total | <total grant amount> |  |

#### 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)*.*

1. 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 |
| --- | --- | --- | --- | --- |
| <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> |

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

1. Party representatives and address for notices

#### Grantee's representative and address

|  |  |
| --- | --- |
| Grantee’s representative name | <primary contact name> |
| Position | <primary contact position> |
| Address | <primary contact address> |
| Business hours telephone | <phone number> |
| Mobile | <mobile phone> |
| Email | <primary contact email address> |

#### Commonwealth representative and address

|  |  |
| --- | --- |
| Name of representative | <CSM name> |
| Position | <CSM position> |
| Postal address | GPO Box 2013CANBERRA ACT 2601 |
| Physical address | <CSM physical address> If blank10 Binara Street CANBERRA ACT 2600 |
| Business hours telephone | <CSM phone> |
| Email | <program email address> |

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.

1. Supplementary Terms
	1. Other Contributions

Not applicable

* 1. 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.

* 1. 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; and

G3.2 The Grantee agrees to maintain the records for five years after the Activity 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.

* 1. Audit and acquittal

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.

* 1. Activity Material

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party’s Intellectual Property Rights.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

* 1. 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).

* 1. Equipment and Assets

G7.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any equipment or Asset for more than $10,000 (including GST), apart from those listed in the Budget and/or detailed below:

<Equipment and Assets table>

G7.2 The Grantee agrees to maintain a register of all equipment and Assets purchased for $5,000 (including GST) or more with the Grant in the form specified below and to provide the register to the Commonwealth upon request.

| Item number | Description | Total cost (including GST) |
| --- | --- | --- |
| *Reference* | *Description of the equipment or asset* | *Total cost of the equipment or asset* |

G7.3 The Grantee agrees to use the equipment and Assets for the purposes of the Activity.

G7.4 The Grantee must ensure that it owns any equipment and Assets purchased with the Grant for the purposes of the Activity.

G7.5 The Grantee agrees that the proceeds of any equipment and Assets purchased with the Grant disposed of during the Activity, must be treated as part of the Grant and used for the purposes of the Activity.

* 1. Relevant qualifications or skills

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the following relevant skills or qualifications:

(a) Not applicable

G8.2 The Grantee agrees to comply with all State, Territory and Commonwealth laws relating to the employment or engagement of persons in relation to the Activity, including by obtaining and maintaining the following checks in relation to personnel:

(a) Working with Vulnerable People registration (where applicable)

#### G8A Child safety

G8A.1 If the Activity or any part of the Activity involves the Grantee employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Activity, the Grantee agrees:

(a) to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described; and

(b) if requested, provide the Commonwealth, at the Grantee’s cost, with an annual statement of compliance with clause G8A in such form as may be specified by the Commonwealth.

* 1. 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 or any other relevant State or Territory legislation.

(b) Animal care and protection, including prevention of cruelty to animals.

(c) Management of wildlife and listed threatened species.

(d) Quarantine, national parks and wildfire, biosecurity, and biodiversity conservation.

(e) Agricultural and veterinary chemicals use, including the AgVet Codes.

(f) Biosecurity, to prevent the spread of pests and diseases.

(g) Native vegetation and environment protection.

#### G9A Fraud

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

(a) any Fraud in relation to the Activity; or

(b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at <https://www.ag.gov.au/>.

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

* 1. Commonwealth Material, facilities and assistance

Not applicable

* 1. Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

* 1. 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, Science, Energy and Resources.

|  |  |
| --- | --- |
| Name | <name> |
| Position | <position > |
| Date | <date > |

### Grantee

|  |  |
| --- | --- |
| Full legal name of the Grantee | <name of the grantee>ABN <ABN of the grantee> |
| Name of Authorised Representative | <name of authorised representative> |
| Date | <date of acceptance> |

## 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 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements 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.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee’s obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7

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 is responsible for the performance of its obligations under 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 Agreement.

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 or amounts payable under another agreement between the Grantee and the Commonwealth.

11. Record keeping

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

12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

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

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

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 Completion Date** means the date or event specified 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 and includes any Existing Material that is incorporated in or supplied with the Activity Material. .
* **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.
* **Agreement End Date** means the date or event specified in the Grant Details.
* **Asset** means any item of property purchased wholly, or in part, with the use of the Grant, excluding Activity Material and Intellectual Property Rights.
* **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.
* **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
* **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
* **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 Materialwhich the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material..

## Schedule 2 Reporting requirements

Appendix 1

Bushfire Recovery for Wildlife and Habitat Community Grants program-
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](https://portal.business.gov.au/). You can enter the required information in stages and submit when it is complete.

Project progress

1. 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 |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.
2. 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.

1. 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.

1. Describe which local communities and/or community organisations and/or Indigenous groups/Traditional Owners have been involved in project activities for this reporting period.
2. Provide details of which activities they have been involved in, how many participants there were and the results of their involvement.
3. Describe which local flora and/or fauna have been targeted by project activities completed during the reporting period. Include the name of each species, activities completed for each species, where activities took place, and the result of the activities
4. Describe the project and site locations for activities completed during the reporting period.
5. Describe any key findings and/or learnings gained from this reporting period and changes you have made (or are making) in response to these
6. Describe any reportable Work Health and Safety risk that have occurred during this reporting period

Project outcomes

1. Outline the project outcomes achieved to date.
2. Outline how project achievements within the reporting period will contribute to the long-term recovery and resilience of bushfire-affected native flora and fauna.
3. Outline how local groups have been involved in delivering bushfire recovery for native flora and fauna

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.

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.

1. What is the eligible expenditure you have incurred in this reporting period?
2. What is the estimated eligible expenditure for the next reporting period?
3. What is the estimated eligible expenditure for remaining reporting periods in current financial year (if applicable)?
4. What is the estimated total eligible expenditure for future financial years?
5. What is the estimated total eligible expenditure for the project?
6. 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.
7. Is the project expenditure broadly in line with the activity budget in the grant agreement?

If no, explain the reasons.

Attachments

1. Attach any agreed evidence required with this report to demonstrate project progress.
2. Attach copies of any published reports and promotional material, relating to the project.
3. Attach before and after photographs of on-ground works.

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

Bushfire Recovery for Wildlife and Habitat Community Grants program-
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](https://portal.business.gov.au/). You can enter the required information in stages and submit when it is complete.

Project achievements

1. 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 |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.
2. Describe which local communities and/or community organisations and/or Indigenous groups/Traditional Owners have been involved in your project activities. Provide details of which activities they have been involved in, how many participants there were and the results of their involvement.
3. Describe which local flora and/or fauna have been targeted by project activities completed during the reporting period. Include the name of each species, activities completed for each species, where they took place, and the result of the activities.
4. Describe the project and site location for activities completed during the reporting period

Project outcomes

1. Outline the project outcomes achieved by the project end date.
2. Do the achieved project outcomes align with those specified in the grant agreement?

If no, explain why.

1. 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.

1. Outline how project achievements will contribute to the long-term recovery and resilience of native flora and fauna targeted by project activities.
2. Outline outcomes of project involvement from local communities and/or community organisations, and/or Indigenous groups/Traditional Owners. Describe any key findings and/or lessons gained from this project and future actions you will take as a result of these.

Project benefits

1. What benefits has the project achieved?

*Including how the project has benefitted the local community*

1. What ongoing impact will the project have?

*Including impacts to local community and native flora and fauna targeted by the project.*

1. Did the project result in any unexpected benefits?

If yes, explain why.

1. Is there any other information you wish to provide about your project?

If yes, provide details.

Total eligible project expenditure

1. 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.

1. Provide any comments you may have to clarify any figures.
2. 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

1. Provide details of all contributions to your project other than the grant. This includes your own contributions as well as any contributions from project partners or others.

Updated business indicators

1. 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

1. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.
2. Attach copies of any published reports and promotional material, relating to the project.
3. Attach before and after photographs of on-ground works.

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

Bushfire Recovery for Wildlife and Habitat Community Grants program-
Compliance with working with children obligations

Where applicable, you will need to answer the following questions in your 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](https://portal.business.gov.au/).

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.