



**Australian Government**

**Department of the Environment and Energy**

# **Commonwealth Grant Agreement**

between the Commonwealth represented by

**The Department of the Environment and Energy**

**ABN 34 190 894 983 (Department)**

and

**[Insert Legal Name of Recipient]**

**ABN [Insert ABN of Recipient] (Recipient)**

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## Grant Agreement – [Insert Project ID]: [Insert Project Title]

Once completed, this document, together with each set of Grant Details and the Commonwealth General Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Recipient.

### Parties to this Agreement

#### The Recipient

Full legal name of Recipient	[Insert Legal Name of Recipient]
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	[Insert entity type]
Australian Business Number (ABN)	[Insert ABN]
Government Related Entity	[Insert 'Yes' or 'No']
Registered for Goods and Services Tax (GST)?	[Insert 'Yes' or 'No']
Physical Address	[Insert physical address]
Postal Address	[Insert postal address]
Telephone	[Insert telephone number]
Email	[Insert email address]

#### The Commonwealth

The Commonwealth of Australia represented by:

Department	Department of the Environment and Energy
Phone	1800 653 004
Email	heritagegrants@environment.gov.au
Australian Business Number (ABN)	34 190 894 983
Physical address	John Gorton Building, King Edward Terrace, PARKES, ACT, 2600

### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Recipient with one or more Grants for the purpose of assisting the Recipient to undertake the associated Activity.

The Recipient agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If

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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 each 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 – [Insert Project ID]: [Insert Project Title]**

**Project Title:** [Insert Project Title]

**Project ID:** [Insert Project ID]

**Recipient:** [Insert Legal Name of Recipient]

**National Heritage List place:** [Insert NHL place], [Insert NHL state]

### **A. Purpose of the Grant**

The purpose of the Grant is to contribute to the Outcomes of the Protecting National Historic Sites 2016-17 Program (the Program), which are:

- improved conservation, preservation and access to Australia's National Heritage List places recognised for their historic heritage values.
- improved engagement with these places, and improved awareness of the values the places were listed for.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Recipient on day of execution by the Commonwealth.

The Grant is being provided as part of the Protecting National Historic Sites 2016-17 Program.

### **B. Activity**

#### **Project Description**

[Insert Project Description]

#### **Project Activities**

The Project Activity (or Activities) essential to the achievement of the Program Outcomes are listed below:

- Conservation or preservation activities identified in the site's Conservation Management Plan for the Target Place.
- Development of a new Conservation Management Plan, revision of an existing Conservation Management Plan, or improved management arrangements for the Target Place.
- Maintaining or enhancing the listed historic values of the Target Place through development of facilities to enhance visitor understanding and physical access to the Target Place.

## C. Duration of the Activity

### Activity Commencement and Completion Date

The Activity commences on execution of this Agreement and ends no later than 29 June 2018, the Completion Date.

## D. Payment of the Grant

### (a) Maximum amount of Funds

The maximum amount of funds payable by the Department under this Agreement will be \$[Insert funding amount] (GST exclusive).

### (b) The Funds will be paid in accordance with the following table:

Milestone	Milestone date	Amount (GST exclusive)
Signing of Agreement by the Department.	Commencement Date	\$(Insert funding amount)
Delivery of signed Statutory Declaration (in accordance with the <i>Statutory Declarations Act 1959</i> ) covering Project performance and expenditure.	Within 14 Business Days of completing the Project, and by no later than 29 June 2018.	Not applicable.
Acceptance by the Department of the signed Statutory Declaration (in accordance with the <i>Statutory Declarations Act 1959</i> ) covering Project performance and expenditure.	Not applicable.	Not applicable.
<b>TOTAL (GST exclusive)</b>		\$(Insert funding amount)

The Recipient must ensure that the Grant is held in an account in the Recipient's name and which the Recipient controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

### Recipient Created Tax Invoice

The Recipient 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.

## E. Reporting

The Recipient agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following, including Item D (b) above:

- Statutory Declaration (in accordance with the *Statutory Declarations Act 1959*)
  - confirming the completion of project activities and appropriate expenditure.
- Any other reports and information reasonably requested by the Department from time to time.

## F. Party representatives and address for notices

### Recipient's representative and address

Recipient's representative name	[Insert name]
Position	[Insert position]
Postal address	[Insert postal address]
Physical address	[Insert physical address]
Business hours telephone	[Insert telephone number]
Mobile	[Insert telephone number]
E-mail	[Insert email address]

### Commonwealth representative and address

Name of representative	Director
Position	Heritage Strategies Section, Wildlife, Heritage and Marine Division
Postal address	GPO Box 787, CANBERRA, ACT, 2601
Physical address	John Gorton Building, King Edward Terrace, PARKES, ACT, 2600
Business hours telephone	1800 653 004
E-mail	<a href="mailto:heritagegrants@environment.gov.au">heritagegrants@environment.gov.au</a>

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.

## G. Supplementary Terms

### G1. Other Contributions

G1.1 'Other Contributions' means the financial contributions from the Recipient or Other/3<sup>rd</sup> Parties other than the Grant as set out in the table below and in Item G2 ('Activity Budget').

Payer	Amount (GST exclusive)
Recipient Contributions	#[Insert amount]
Other Contributions	#[Insert amount]
<b>TOTAL (GST exclusive)</b>	#[Insert amount]

G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity as set out in Item G2. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 18 of the General Grant Conditions.

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## G2. Activity budget

G2.1 The Recipient agrees to use the Grant [and any Other Contributions] and undertake the Activity consistent with the following budget:

Activity	Applicant Cash Contributions	Other/3 <sup>rd</sup> Party Cash Contributions	Program Funding	Amount
[Insert activity]	[\$[Insert amount]]	[\$[Insert amount]]	[\$[Insert amount]]	[\$[Insert amount]]
[Insert activity]	[\$[Insert amount]]	[\$[Insert amount]]	[\$[Insert amount]]	[\$[Insert amount]]
<b>TOTAL</b>	[\$[Insert amount]]	[\$[Insert amount]]	[\$[Insert amount]]	[\$[Insert amount]]

\*All figures provided in the table above are shown exclusive of GST.

## G3. Record keeping

G3.1 The Recipient agrees to maintain the following records:

- (a) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Recipient'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 Recipient agrees to maintain the records for five years after the 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.

## G4. Audit

Not Applicable.

## G5. Activity Material

G5.1 The Recipient 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 Recipient 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 Recipient 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.

## G6. Access

G6.1 The Recipient 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.

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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).

### **G7. Equipment and assets**

G7.1 The Recipient must not use the Funds towards the purchase of Assets unless the Asset is identified in the Project Budget or the Recipient has obtained the prior written approval of the Department, which may be subject to any conditions the Department may, in its absolute discretion, impose.

G7.3 The Recipient agrees to use the equipment and assets for the purposes of the Activity.

G7.4 The Recipient 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.

### **G8. Relevant qualifications or skills**

Not Applicable.

### **G9. Activity specific legislation, policies and industry standards**

Not Applicable.

### **G10. Commonwealth Material, facilities and assistance**

Not Applicable.

### **G11. Jurisdiction**

G11.1 This Agreement is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

### **G12. Recipient trustee of a Trust**

G12.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G12.2 Where applicable, the Recipient warrants that:

- (a) it is the sole trustee of the Trust; and
- (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; and
- (c) it has entered into this Agreement for the proper administration of the Trust; and
- (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.



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## Signatures

Executed as an agreement:

### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the <b>Department of the Environment and Energy</b> <b>ABN 34 190 894 983</b>	
Name: (print) Position: (print) Signature and date:	..... ..... .....
Witness Name: (print) Signature and date:	..... .....

### Recipient:

Signed by a duly authorised representative who warrants that they have the authority to sign this Agreement for and on behalf of <b>[Insert Legal Name of Recipient] ABN [Insert ABN].</b>	
Name: (print) Position: (print) Signature and date:	..... ..... .....
Witness Name: (print) Signature and date:	..... .....

**1. Undertaking the Activity**

The Recipient agrees to undertake the Activity in accordance with this Agreement.

**2. Acknowledgements**

The Recipient 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 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required 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.

**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 Recipient remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Recipient has satisfactorily addressed the reasons contained in a notice under clause 8.2.

**9. Spending the Grant**

9.1 The Recipient agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Recipient agrees to provide a statement signed by the Recipient verifying the Grant was spent in accordance with the Grant Details.

**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 Recipient 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.

**11. Record keeping**

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

**12. Intellectual Property**

12.1 The Recipient owns the Intellectual Property Rights in Material created undertaking the Activity.

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

12.3 The licence in clause 12.2 does not apply to Activity Material.

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

**13. Privacy**

When dealing with Personal Information in carrying out the Activity, the Recipient 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 Recipient agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

**16. Indemnities**

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

16.2 The Recipient'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 Recipient:

- (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 Recipient, which the Commonwealth believes will negatively affect the Recipient's ability to comply with this Agreement.

19.2 The Recipient agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Recipient'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 Recipient under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Recipient 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 Recipient's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Recipient will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Recipient.

**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 Material** means any Material, other than Reporting Material, created or developed by the Recipient as a result of the Activity.
- **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.
- **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 Recipient.
- **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.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Recipient as specified in the Grant Details.
- **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 Recipient or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Recipient** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Reporting Material** means all Material which the Recipient is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.