



## Community Investments Stream Sample Grant Agreement

This is an example grant agreement intended for use with the Building Better Regions Fund. The Commonwealth reserves the option to amend or adjust the form of the grant agreement.

The table below gives you an indication of the grant agreement that is likely to apply to your project based on the total eligible project cost.

Total Eligible Project Costs	Community Investments Stream
≤ \$80,000	BBRF Community Investments Stream Sample Grant Agreement - Small projects
Local governing body: > \$80,000 ≤ \$1,500,000  Not for profit organisation: > \$80,000 ≤ \$1,000,000	BBRF Community Investments Stream Sample Grant agreement - Medium projects
Local governing body: > \$1,500,000  Not for profit organisation: > \$1,000,000	Refer to the BBRF Infrastructure Projects Stream Sample Grant agreement - Large projects



Australian Government

Department of Industry,  
Innovation and Science

Department of Infrastructure,  
Regional Development and Cities

**Business**

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# Commonwealth Grant Agreement

between the Commonwealth represented by

**Department of Industry, Innovation and Science**

and

**<Grantee>**

NB: This is an example standard grant agreement intended for use with the Building Better Regions Fund. 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 each set of 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

<b>Full legal name of Grantee</b>	<insert details>
<b>Legal entity type (e.g. local governing body or not for profit organisation)</b>	<insert details>
<b>Trading or business name</b>	<insert details>
<b>Any relevant licence, registration or provider number</b>	<insert details>
<b>Australian Business Number (ABN) or other entity identifiers</b>	<insert details>
<b>Australian Company Number (ACN)</b>	<insert details>
<b>Trust Name and ABN (where applicable)</b>	<insert details>
<b>Registered for Goods and Services Tax (GST)?</b>	<insert details>
<b>Date from which GST registration was effective?</b>	<insert details>
<b>Registered office (physical/postal)</b>	<insert details>
<b>Relevant business place (if different)</b>	<insert details>
<b>Telephone</b>	<insert details>
<b>Email</b>	<insert details>

#### The Commonwealth

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

### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants 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:

- (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 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 <grant number>

### A. Purpose of the Grant

The purpose of the Grant is to support community activities, new or expanded local events, strategic regional plans, and leadership and capability strengthening activities. These projects will deliver economic and social benefits to regional and remote communities.

The Grant is being provided as part of the Building Better Regions Fund Community Investments Stream Round 3.

The Building Better Regions Fund aims to:

- create jobs
- have a positive impact on economic activity, including Indigenous economic participation through employment and supplier-use outcomes
- enhance community facilities
- enhance leadership capacity
- encourage community cohesion and sense of identity.

### B. Activity

The Activity is made up of your Project and all eligible project activities as specified in these Grant Details.

- Project scope and description, including key eligible activities
- Project outcomes

The Project must be located in an eligible area. In undertaking the Activity, you must comply with the requirements of the Program Guidelines (as in force at the time of application).

You must conduct an official opening of the completed Activity unless otherwise agreed by the Commonwealth. You must provide at least three options for dates for the official opening, or any other milestone events that you choose to conduct relating to the Activity or Project. You must provide these dates at least 56 days prior to the first proposed date for each event to be conducted. The date of official openings or other official public functions must be agreed to by the Commonwealth. You must invite the Commonwealth's representative to officiate at any event held.

You must seek the Commonwealth Minister's prior agreement to invite any other Commonwealth or State elected official or other officials to attend a function. This invitation must be provided to the Commonwealth no later than 56 days before the date of the official opening or other official public function relating to the Activity or Project.

Should you choose to erect signage in relation to the Project, you must do so in accordance with the Signage Guidelines (as advised by the Commonwealth). Signage must be approved by the Commonwealth prior to use and contain an acknowledgement of the Funding. You must include the Commonwealth's Building Our Future logo in all signage, publications and promotional activities related to the Activity. You must not use the Commonwealth logo without the Commonwealth's approval. You must use the Commonwealth logo in accordance with the Commonwealth's print and signage guidelines.

You must provide drafts of all publicity, announcements and media releases relating to the Activity to the Commonwealth for approval with at least 10 business days' notice prior to release.

### C. Duration of the Activity

The Activity starts on the date of execution of this agreement and ends on <end date> (Completion Date).

#### Activity Schedule

No.	Title and description	Due date
1	Project start date	<dd/mm/yyyy>
2	<title and description of milestone, include key activities and basis for determining that milestone has been achieved>	<dd/mm/yyyy>
3	<title and description of milestone, include key activities and basis for determining that milestone has been achieved>	<dd/mm/yyyy>
4	Project end date	<dd/mm/yyyy>

### D. Payment of the Grant

The total amount of the Grant is up to <grant amount> (plus GST if applicable).

The Grant will be provided at up to <grant percentage> per cent of eligible project costs, as defined in the Program Guidelines, and subject to satisfactory progress towards milestones and availability of funds.

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>

[Advance payments]

An initial payment will be made on execution of the Grant Agreement based on forecast eligible project costs for the first milestone. Subsequent payments will be paid in advance as agreed milestones are achieved, based on forecast eligible project costs and adjusted for unspent amounts from previous payments. Payments are subject to satisfactory progress on the Project and compliance by the Grantee with its obligations under this Agreement.

A final payment of at least 10 per cent of the Grant will be withheld until the Grantee submits a satisfactory final report demonstrating end of Project reporting obligations have been met.

[Payments in arrears]

The Grant will be paid in arrears, as agreed milestones are achieved, based on actual eligible project costs. Payments are subject to satisfactory progress on the Project and compliance by the Grantee with its obligations under this Agreement.

A final payment of at least 10 per cent of the Grant will be withheld until the Grantee submits a satisfactory final report demonstrating end of Project reporting obligations have been met.

### 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).

## E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the Reporting Templates (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
<e.g. Progress>	<project start date>	<dd/mm/yyyy	<agreed evidence>	<period end date + 28 days>
<e.g. Progress>	<dd/mm/yyyy>	<dd/mm/yyyy]	<agreed evidence>	<period end date + 28 days>
<e.g. Progress>	<dd/mm/yyyy>	<dd/mm/yyyy]	<agreed evidence>	<period end date + 28 days>
End of Project	<dd/mm/yyyy]	<project end date]	<agreed evidence]	<project end date + 28 days>
Independent audit report	[project start date]	[project end date]	Satisfactory report completed by independent auditor	[project end date + 28 days]

In your reports to the Commonwealth you will be required to report your progress against the expected project employment figures set out in the table below.



Expected project employment figures	Number
<b>Direct</b> full time equivalent employment (employees and independent contractors) generated <b>during the project period</b>	
How many of the above are <b>direct</b> Indigenous full time equivalent employment (employees and independent contractors) generated <b>during the project period</b>	
<b>Indirect</b> full time equivalent employment (employees and independent contractors) generated <b>during the project period</b>	
How many of the above are <b>indirect</b> Indigenous full time equivalent employment (employees and independent contractors) generated <b>during the project period</b>	
<b>Direct</b> full time equivalent employment (employees and independent contractors) generated <b>following the project period</b>	
How many of the above are <b>direct</b> Indigenous full time equivalent employment (employees and independent contractors) generated <b>following the project period</b>	
<b>Indirect</b> full time equivalent employment (employees and independent contractors) generated <b>following the project period</b>	
How many of the above are <b>indirect</b> Indigenous full time equivalent employment (employees and independent contractors) generated <b>following the project period</b>	

During the Agreement period, we may ask you for ad-hoc reports on your project. You must provide these reports in the timeframes notified by the Commonwealth.

## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	<insert details>
Position	<insert details>
Postal/physical address(es)	<insert details>
Business hours telephone	<insert details>
Mobile	<insert details>
E-mail	<insert details>

### Commonwealth representative and address

Name of representative	<insert details of AusIndustry representative>
Position	<insert details>

Postal/physical address(es)	<insert details>
Business hours telephone	<insert details>
Mobile	<insert details>
E-mail	<insert details>

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 financial or in-kind contributions other than the Grant as set out below:

Contributor	Nature of Contribution	Cash contribution \$ (GST excl)	In-kind contribution \$ (GST excl)	Due date
Grantee	<i>[insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc]</i>	\$<Grantee contribution>	\$<Grantee contribution> (GST excl)	<dd/mm/yyyy>
[Name of partner]	<i>[insert description of contribution]</i>	\$<Partner contribution>	\$<Partner contribution> (GST excl)	<dd/mm/yyyy>
<b>Total</b>		<b>\$</b>	<b>\$</b>	

G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. 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.

### G2 Activity budget

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

Eligible expenditure item	Estimated expenditure <yyyy/yy>	Estimated expenditure <yyyy/yy>	Estimated expenditure <yyyy/yy>	Total \$
Local events and workshops • [insert activity]	\$<amount>	\$<amount>	\$<amount>	\$<total amount>
Strategic planning • [insert activity]	\$<amount>	\$<amount>	\$<amount>	\$<total amount>
Regional leadership and capability • [insert activity]	\$<amount>	\$<amount>	\$<amount>	\$<total amount>
Total Project costs	\$<total cost>	\$<total cost>	\$<total cost>	\$<total cost>

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

### G3 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 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

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.

### G5 Activity Material

Not Applicable

**G6 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).

**G7 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 \$5,000 (including GST), apart from those listed in the Budget and/or detailed below:
  - (a) [insert list of approved equipment and assets or enter Not applicable]
- 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 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**

- 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').
  - (b) The Building Code 2016<sup>1</sup> (Building Code) and the Australian Government Building and Construction WHS Accreditation Scheme<sup>2</sup> (WHS Scheme).

<sup>1</sup> The Building Code 2016 can be found at <https://www.abcc.gov.au/building-code/building-code-2016>  
<sup>2</sup> The Australian Government Building and Construction OHS Accreditation Scheme can be found at <http://www.fsc.gov.au/sites/fsc/needacc.credited/accreditationscheme/pages/theaccreditationscheme>.

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.

#### G10 Commonwealth Material, facilities and assistance

Not Applicable

#### G11 Jurisdiction

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

#### G12 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, Innovation and Science

<b>Name</b> (print)	
<b>Position</b> (print)	
<b>Signature</b>	
<b>Date</b>	
<b>Witness name</b> (print)	
<b>Signature</b>	
<b>Date</b>	

### Grantee

<b>Full legal name of the Grantee</b>	[insert name of incorporated association and any ABN or other registration number]
<b>Public officer's name</b> (print)	
<b>Signature</b>	
<b>Date</b>	
<b>Committee member/ Secretary name</b> (print)	

Commonwealth Grant Agreement

<b>Signature</b>	
<b>Date</b>	

[or]

<b>Full legal name of the Grantee</b>	[insert name of Local Governing Body and any ABN or other registration number]
<b>Name</b> (print)	
<b>Position</b> (print)	
<b>Signature</b>	
<b>Date</b>	
<b>Witness name</b> (print)	
<b>Signature</b>	
<b>Date</b>	

# 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 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 Grantee remains responsible for compliance with 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 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 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.

## 11. Record keeping

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

## 12. Intellectual Property

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

12.2 The Grantee 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 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 Material** means any Material, other than Reporting Material, created or developed by the Grantee 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 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.

- **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 Grantee as specified in the Grant Details.

- **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 Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.

## Schedule 2 Reporting templates

### Appendix 1 – Building Better Regions Fund – Progress report

Email completed reports to [bbfreports3@industry.gov.au](mailto:bbfreports3@industry.gov.au).

Project number	[insert details]
Grantee name	[insert details]
Project title	[insert details]
Reporting period	[insert details]

#### 1. Project progress

- a. In line with your agreement, complete the following table, updating for all milestones. Insert rows as required.

No	Milestone description	Agreed completion date	Actual /anticipated completion date	Milestone progress (% complete) as at reporting period

- b. Describe the eligible activities completed to date on the project, including the achievement of milestones and progress against the outcomes as detailed in your grant agreement. If applicable, comment on why the milestone has not been completed.

- c. Attach agreed evidence to demonstrate the achievement of this milestone. List the attached documents below.

- d. Is the project proceeding as per your project plan and budget?

Yes  No

If No, identify any changes and comment on any impacts on project timing and outcome. Comment on any anticipated issues that may impact on project timing, outcome and budget.

- e. Attach copies of any published reports and promotional material, relating to the project, and list them below.

- f. Are there any upcoming/planned events relating to the Project that the Minister or their representative might be interested to attend?

Yes  No

If Yes, please provide details of the event including date, time, purpose of the event, key stakeholders expected to attend.

Please note your BBRF Grant agreement requires that you must:

- provide at least three options for dates for milestone events that you choose to conduct;
- notify the Commonwealth at least 56 days prior to the first proposed date for each event to be conducted;
- invite the Commonwealth's representative to officiate at any event held; and
- seek Commonwealth approval of any signage, include plaques, prior to use. Signage must contain an acknowledgement of the Funding.

## 2. Project employment

- a. How many people have worked **directly** on the project during the reporting period? Please provide number for employees and independent contractors in full time equivalent (FTE).

- i. How many of these people are Indigenous (FTE)?

- b. How many people have worked **indirectly** on the project during the reporting period? Please provide number for employees and independent contractors in full time equivalent (FTE).

- i. How many of these people are Indigenous (FTE)?

### 3. Eligible costs incurred in this reporting period

- a. In line with the Activity Budget in your agreement, complete the following table. Insert rows as required.

Eligible Expenditure Item	Total costs (GST excl)
	\$
	\$
<b>Total</b>	<b>\$</b>

- b. Are the costs incurred in the reporting period in accordance with the Activity Budget in your agreement?      Yes       No

If No, explain the reason for any underspend or overspend.

### 4. Project funding

- a. Complete the following table for all cash contributions and in-kind support in your project in the reporting period. Include all investment except the BBRF grant. This includes any private sector, other government, your own contributions or partner contributions. Insert rows as required.

Contributor	Cash Amount (GST excl)	Estimated In-kind Amount (GST excl)	Total (GST excl)
	\$	\$	\$
	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

### 5. Bank account details

- a. Have your bank account details changed, since your last payment?

Yes       No

If yes, a customer service manager from AusIndustry will provide you with a form, to complete your new bank details.

## 6. Certification

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

22. 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).
23. the activities identified above are for the purposes stated in the grant agreement.
24. I am aware of the grantee's obligations under their grant 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.
25. 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.

Signed ..... Date

[Position/ title]

## Appendix 2 – Building Better Regions Fund – End of project report

Email completed reports to [bbfreports3@industry.gov.au](mailto:bbfreports3@industry.gov.au).

Project number	[insert details]
Grantee name	[insert details]
Project title	[insert details]
Reporting period	[insert details]

### 1. Project progress since last reporting period

- a. In line with your agreement, complete the following table, updating for all milestones. Insert rows as required.

No	Milestone description	Agreed completion date	Actual completion date	Milestone progress (% complete)

- b. Describe the eligible activities completed on the project, including the achievement of milestones and progress against the outcomes as detailed in your grant agreement. If applicable, comment on why any milestones have not been completed.

- c. Attach agreed evidence to demonstrate the achievement of this milestone. List the attached documents below.

- d. Did the project proceed as per your project plan and budget?

Yes  No

If No, identify any changes and comment on any impacts on project timing, outcomes and budget.

- e. Attach copies of any published reports and promotional material, relating to the project, and list them below.

f. Are there any upcoming/planned events relating to the Project that the Minister or their representative might be interested to attend?

Yes  No

If Yes, please provide details of the event including date, time, purpose of the event, key stakeholders expected to attend.

Please note your BBRF Grant agreement requires that you must:

- provide at least three options for dates for milestone events that you choose to conduct;
- notify the Commonwealth at least 56 days prior to the first proposed date for each event to be conducted;
- invite the Commonwealth's representative to officiate at any event held; and
- seek Commonwealth approval of any signage, include plaques, prior to use. Signage must contain an acknowledgement of the Funding.

## 2. Eligible costs incurred in this reporting period

a. In line with the Activity Budget in your agreement, complete the following table. Insert rows as required.

Eligible Expenditure Item	Total (GST excl)
	\$
	\$
<b>Total</b>	\$

b. Are the costs incurred in the reporting period in accordance with the Activity Budget in your agreement? Yes  No

If No, explain the reason for any underspend or overspend.

## 3. Project funding

a. Complete the following table for all cash contributions and in-kind support in your project in the reporting period. Include all investment except the BBRF grant. This includes any private sector, other government, your own contributions or partner contributions. Insert rows as required.

Contributor	Cash Amount (GST excl)	Estimated In-kind Amount (GST excl)	Total (GST excl)
	\$	\$	\$
	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

#### 4. Project activities and outcomes

- a. Provide a brief outline of all project activities.

- b. Provide a brief outline of achieved project outcomes.

- c. Were all the milestones specified in the grant agreement completed?

Yes  No

If no, explain why.

- d. Please attach any reports, publications, photos or material that resulted from the project.

- e. How much cash was invested in your project in total? Include all investment except the BBRF grant. This includes any private sector, other government, your own contributions or partner contributions.

- f. Estimate the in-kind support you received for the project in total.

#### 5. Project employment

- a. How many people have worked **directly** on the project **during the project period**? Please provide number for employees and independent contractors in full time equivalent (FTE).



i. How many of these people are Indigenous (FTE)?

b. How many people do you estimate have been employed **indirectly** as a result of the project **during the project period**? Please provide number for employees and independent contractors in full time equivalent (FTE).

i. How many of these people are Indigenous (FTE)?

c. What is the total **direct** long term employment you expect to be generated now the **project has been completed** (employees and independent contractors)? Please give your answer in full time equivalent (FTE).

i. How many of these employees do you anticipate will be Indigenous (FTE)?

d. What is the total **indirect** long term employment you expect to be generated now the **project has been completed** (employees and independent contractors)? Please give your answer in full time equivalent (FTE).

i. How many of these employees do you anticipate will be Indigenous (FTE)?

## 6. Bank account details

a. Have your bank account details changed, since your last payment?

Yes  No

If yes, a customer service manager from AusIndustry will provide you with a form, to complete your new bank details.

## 7. Certification

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

26. the information listed above is accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
27. the grant was spent in accordance with the grant agreement
28. I will operate and maintain the project infrastructure to deliver project benefits as outlined in the application for the operational period
29. I am aware of the grantee's obligations under their grant 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
30. 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.

Signed .....Date

[Position/ title]

## Appendix 3 – Building Better Regions Fund – Audit report

Email completed reports to [bbrreports3@industry.gov.au](mailto:bbrreports3@industry.gov.au)

For projects with total project costs over \$1 million you must provide an independently audited report. A template will be provided.