



## 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:<br>> \$80,000 ≤ \$1,500,000<br>Not for profit organisation:<br>> \$80,000 ≤ \$1,000,000 | BBRF Community Investments Stream Sample Grant agreement - Medium projects               |
| Local governing body:<br>> \$1,500,000<br>Not for profit organisation:<br>> \$1,000,000                       | Refer to the BBRF Infrastructure Projects Stream Sample Grant agreement - Large projects |

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



Your reference no: <reference number>

<title> <first name> <last name>  
<position>  
<organisation name>  
<organisation postal address 1>  
<organisation postal address 2>  
<organisation postal address 3>

Industry House, 10 Binara Street  
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GPO Box 2013  
CANBERRA ACT 2601  
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w : business.gov.au  
ABN: 74 599 608 295

Dear <title> <first name> < last name>

### Your application has been successful

I am writing to offer you a Grant under the Building Better Regions Fund Community Investments Stream Round 3.

### The grant agreement

This letter is an offer to enter into a binding grant agreement (Agreement) between <organisation name> ABN <organisation ABN> (Grantee/you) and the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science (Commonwealth/we).

The Agreement includes:

- this letter
- the Grant schedule (attachment A)
- the Grant terms and conditions (attachment B)
- your application
- the Program guidelines applicable on the date you submitted your application.

We may use information contained in this Agreement for public reporting purposes, including the Grantee name and Grant amount.

### What you must do

To accept this offer and enter into this Agreement with the Commonwealth, sign attachment A. Then email a scanned copy of this letter, attachment A and attachment B to the email address above by [insert date], otherwise this offer will lapse. The Agreement takes effect from the date we receive your signed attachment A.

You must undertake the project in line with this Agreement. You must only spend the Grant on the project or on eligible activities to undertake the project. You must provide a progress/end of project report outlining progress and expenditure on the project, by the due date. You can find a sample report at attachment C and attachment D. We will send you a report template to complete.

If you spend any amount of the Grant on activities not identified in the project you will need to repay those amounts to the Commonwealth.



You must provide a final report, including a statement that you spent the Grant in accordance with this Agreement, by the due date. You may be required to provide evidence of the Grant expenditure. You must report on delivery of the economic and social benefits as described in your application form as well as 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> |        |

You must conduct an official event for the completed Activity unless otherwise agreed by the Commonwealth. You must provide at least three options for dates for the official event, 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 events 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 events or other official public function relating to the Activity or Project.



Australian Government

Department of Industry,  
Innovation and Science

Department of Infrastructure,  
Regional Development and Cities

**Business**

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13 28 46

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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.

### **What the Commonwealth will do**

We will pay you in arrears when you achieve milestones, subject to available funds and satisfactory progress on the project. We calculate payments based on expenditure against eligible activities. We will retain a minimum of 10% of the total grant funding for the final payment when you submit a satisfactory final report demonstrating you have met end of project reporting obligations.

We may notify you of issues or concerns with the project and withhold the Grant if we consider that you are unable to undertake the project in accordance with this Agreement. We will pay the Grant once you have corrected the issues raised in the notice.

### **Any questions?**

If you have any questions please contact <CSM name> on <CSM phone number>.

Yours sincerely

<signature block 1>

<signature block 2>

<signature block 3>

<date>

## Attachment A - Grant schedule

|  |   |
|--|---|
| <b>Program</b>   | <program name>                                      |
| <b>Grantee</b>   | <organisation name>                                 |
| <b>Grantee ABN</b>   | <organisation ABN>                                  |
| <b>Project title</b>   | <project name>                                      |
| <b>Project number</b>  | <project number>                                    |
| <b>Project description</b>                                   | <project activities> <project outcome>              |
| <b>Project start date</b>                                    | <project start date>                                |
| <b>Project end date</b>                                      | <project end date>                                  |
| <b>Total eligible project costs</b>                          | \$(total eligible expenditure)                      |
| <b>Grant percentage</b>                                      | Up to <grant percentage>                            |
| <b>Total/maximum grant</b>                                   | Up to \$(funding amount)(plus GST where applicable) |
| <b>Capped amount in financial year<br/>&lt;yyyy-yy 1&gt;</b> | \$(amount year 1) (plus GST where applicable)       |
| <b>Capped amount in financial year<br/>&lt;yyyy-yy 2&gt;</b> | \$(amount year 2) (plus GST where applicable)       |
| <b>Progress report due date</b>                              | <progress report due date>                          |
| <b>Final report due date</b>                                 | <project end date + 40 days>                        |
| <b>Agreement end date</b>                                    | <project end date + 160 days>                       |

## Milestone Schedule

| No. | Title and description  | Due Date     |
|-----|--|--------------|
| 1   | [title and description of milestone, include key activities and basis on which milestone will be determined as achieved] | [dd/mm/yyyy] |
| 2   | [title and description of milestone, include key activities and basis on which milestone will be determined as achieved] | [dd/mm/yyyy] |



## Other Contributions

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



## Signatures

I agree to the terms and conditions outlined in this grant.

|   |                      |
|---|----------------------|
| <b>Full legal name of the Grantee</b>             | <organisation> <ABN> |
| <b>Public Officer's name</b><br>(print)           |                      |
| <b>Signature</b>                                  |                      |
| <b>Date</b>                                       |                      |
| <b>Committee member/Secretary name</b><br>(print) |                      |
| <b>Signature</b>                                  |                      |
| <b>Date</b>                                       |                      |

[Or

|                                       |                      |
|---------------------------------------|----------------------|
| <b>Full legal name of the Grantee</b> | <organisation> <ABN> |
| <b>Name</b><br>(print)                |                      |
| <b>Position</b><br>(print)            |                      |
| <b>Signature</b>                      |                      |
| <b>Date</b>                           |                      |



|                                    |  |
|------------------------------------|--|
| <b>Witness name</b><br><br>(print) |  |
| <b>Signature</b>                   |  |
| <b>Date</b>                        |  |



## Attachment B Grant Terms and Conditions

### 1. Notices

The Grantee agrees to promptly notify the Commonwealth of anything reasonably likely to affect the performance of the Grant Activity, including any actual, perceived or potential conflict of interest which could affect the Grantee's performance of this Agreement and to take action to resolve the conflict.

### 2. Payment of the Grant

- 2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with this Agreement.
- 2.2 The parties agree that the amount of the Grant is inclusive of any GST payable and the Grantee agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement.
- 2.3 Where applicable, the parties acknowledge and agree that they are each registered for GST purposes, have each quoted their Australian Business Number to the other and must notify the other of any changes in their GST status. The Grantee agrees that the Commonwealth will issue the Grantee with a recipient created tax invoice, and the Grantee will not issue any tax invoices, for any taxable supply the Grantee makes under this Agreement.

### 3. Spending the Grant

3.1 The Grantee agrees to spend the Grant for the sole purpose of undertaking the Grant Activity, and to provide a statement, in the form required by the Commonwealth and signed by the Grantee, verifying that the Grant Activity has been undertaken and the Grant was spent in accordance with this Agreement.

### 4. Repayment

If any of the Grant has been spent other than in accordance with this Agreement or on expiration or termination of this Agreement is additional to the requirements of the Grant Activity, the Grantee agrees to repay that amount to the Commonwealth, unless the Commonwealth agrees in writing otherwise.

### 5. Record keeping

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant and to make them available to the Commonwealth on request.

### 6. Privacy

When dealing with Personal Information (as defined in the *Privacy Act 1988*) in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

### 7. Grant Activity material

The Grantee gives (or procures for) the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, communicate, publish and adapt all material that is provided to the Commonwealth under this Agreement. This includes a right to sub-license that material.

### 8. Confidentiality

A party agrees not to disclose the other's confidential information without its prior written consent unless required or authorised by law or Parliament.

### 9. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

### 10. Indemnities

- 10.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.
- 10.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

### 11. Licences and approvals

The Grantee must ensure that all persons engaged to work on the Grant Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by the Commonwealth, including but not limited to police checks, Working With Children checks and Working with Vulnerable People checks.

### 12. Dispute resolution

- 12.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.
- 12.2 The parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.
- 12.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

### 13. Termination for default

The Commonwealth may terminate this Agreement by notice if it reasonably believes the Grantee:

- has breached this Agreement; or
- has provided false or misleading statements in their application for the Grant; or
- will be unable to complete the Grant Activity; or
- has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

The Commonwealth will not be required to make any further payments of the Grant after the termination of the Agreement.

### 14. General provisions

- 14.1 A party is not by virtue of this Agreement an employee, agent or partner of the other party.
- 14.2 This Agreement may only be varied by the parties' signed written agreement.
- 14.3 Clauses 3 (Spending of the Grant), 4 (Repayment), 5 (Record keeping), and 7 (Grant Activity material) survive the expiry or termination of this Agreement.

## Attachment C 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 do you estimate have been employed **indirectly** as a result of 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 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:

- the information in this report is accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- the activities identified above are for the purposes stated in the grant agreement.
- 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.
- 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]

## Attachment D 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:

- 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).
- the grant was spent in accordance with the grant agreement
- I will operate and maintain the project infrastructure to deliver project benefits as outlined in the application for the operational period
- 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
- 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]