

File number:

Date 2019

Address

Dear XXXXXXXX

**Letter of Agreement**

Funding for COALAR Grant Activity Name - Grant Agreement COALAR XXX-2019

I am writing to offer you, XXXXXXXXX (ABN XX XXX XXX XXX), an Australian Government grant under the Council on Australia Latin America Relations (COALAR). The offer is for a grant of \$0,000.00, plus \$0,000.00 GST, (the 'Grant') to undertake the Grant Activity as set out in the Grant Agreement COALAR 049-2018.

To accept this offer and enter into an agreement with the Commonwealth, represented by the Department of Foreign Affairs and Trade (DFAT), ABN 47 065 634 525, in relation to the Grant, please sign the attached Grant Schedule and send or email a scanned copy to the address below within 30 days from the date of this letter, otherwise this offer will lapse.

Provided the Commonwealth receives the signed copy of the Grant Schedule by this date XXXXXXXX 2019, this letter, the Grant Schedule, the Commonwealth Letter of Agreement Conditions, the DFAT Additional Conditions and the Foundation Councils and Institutes Further Conditions will form a legally enforceable agreement in relation to the Grant.

Please email a scanned copy of the signed and completed Grant Schedule to:

COALAR Secretariat  
Department of Foreign Affairs and Trade  
[Latin.desk@dfat.gov.au](mailto:Latin.desk@dfat.gov.au)

If you have any questions about this offer, please contact the COALAR Secretariat Manager.

Yours sincerely,

Director, Latin America and the Caribbean

## Grant Schedule

### Grant

The amount of the Grant is \$00,000.00, plus \$0,000.00 GST.

Subject to the Grantee's compliance with this Agreement, payment will be made into the following bank account:

Account Name:

Account Number:

BSB Number:

Bank Name:

The Grant must be held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth).

Grants to Overseas recipients may specify an intermediary bank and currency in which the grant will be paid. This will be negotiated in establishing the Vendor/Bank details for the relevant country. Exchange rate to be the rate of the day on the day the invoice is processed by DFAT. No GST is paid for overseas grantees.

The Agreement will end once the Commonwealth accepts a signed statement from the Grantee that meets the requirements of clause 5 of the Commonwealth Letter of Agreement Conditions, and provides the Commonwealth with the reporting that meets the requirements of clause 9 of the Letter of Agreement Conditions and this letter.

### Grant Activity

The Grant must only be used for the Grant Activity as described in the Grantee's application for funding dated XX XXXXX 2019.



Australian Government

Department of Foreign Affairs and Trade

## Commonwealth Letter of Agreement Conditions

### 1. Undertaking the Grant Activity

The Grantee agrees to use the Grant and undertake the Grant Activity in accordance with this Agreement.

### 2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in any material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

### 3. Notices

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

### 4. Payment of the Grant

4.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with this Agreement.

4.2 The parties agree that the amount of the Grant is inclusive of any GST payable and the Grantee agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement. The Grantee must on request provide the Commonwealth with a tax invoice before the Commonwealth is obliged to pay any amount under this Agreement.

### 5. Spending the Grant

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

### 6. Repayment

If any of the Grant amount has been spent

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

### 7. Record keeping

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

### 8. Privacy

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

### 9. Grant Activity report

The Grantee agrees to provide DFAT within 60 days of completion of the Grant Activity a comprehensive report that provides a summary of the Grant Activity and its stated objectives and the work undertaken to implement the Grant Activity and to achieve those objectives, plus an assessment of whether the Grant Activity met the stated objectives as well as any lessons learned as to how a similar grant activity could be better undertaken in the future. The Grantee may include in the report photographs or other material that demonstrates the work performed by the Grantee to meet the Grant Activity.

### 10. Confidentiality

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

### 11. Insurance

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



Australian Government





Australian Government

Department of Foreign Affairs and Trade

when requested.

Activity material) survive the expiry or termination of this Agreement.

## 12. Licences and approvals

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

## 13. Dispute resolution

13.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

13.2 The parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

13.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

## 14. Termination for default

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

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

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

## 15. General provisions

15.1 A party is not by virtue of this Agreement an employee, agent or partner of the other party.

15.2 This Agreement may only be varied by the parties' signed written agreement.

15.3 The Additional Clauses, Clauses 5 (Spending of the Grant), 6 (Repayment), 7 (Record keeping), 8 (Privacy), and 9 (Grant



Australian Government





## DFAT Additional Conditions

In addition to the Agreement Conditions, the Grantee agrees to comply with the following Additional Conditions:

### 1. Fraud

1.1 Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes attempted, alleged, suspected or detected fraud.

1.2 The Grantee must take all reasonable steps to prevent and detect Fraud in relation to this Agreement.

1.3 If the Grantee becomes aware of any Fraud involving any activities funded in whole or in part under this Agreement, the Grantee must notify the Commonwealth within 5 business days.

1.4 This clause survives the termination, cancellation or expiry of this Agreement.

### 2. Prohibited dealings

2.1 The Grantee must ensure that individuals, persons, entities or organisations involved in implementing the Grant Activity, including itself and its personnel:

- (a) are not directly or indirectly engaged in, preparing, planning, assisting in or fostering the doing of a terrorist act;
- (b) are not, and do not become listed on the 'List of Terrorist Organisations' made under *the Criminal Code Act 1995* (Cth) and related regulations, posted at <https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>;
- (c) are not, and do not become listed for targeted financial sanctions under the *Charter of the United Nations Act 1945* (Cth) and/or the *Autonomous Sanctions Act 2011* (Cth), and related legislation. An up-to-date list of all listed individuals and entities is posted at <http://dfat.gov.au/international-relations/security/sanctions/pages/consolidated-list.aspx>;
- (d) are not, and do not become listed on the World Bank's "Listing of Ineligible Firms

and Individuals" posted at

<http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984;>

- (e) are not acting on behalf of, or at the direction of, individuals, persons, entities or organisations listed on the Lists referred to in subparagraphs (b) to (d);
- (f) are not owned or controlled by individuals, persons, entities or organisations mentioned in subparagraphs (b) to (d); and
- (g) do not provide direct or indirect support, resources or assets (including Commonwealth funding under any Grant Activity) to individuals, persons, entities or organisations associated with terrorism or mentioned in subparagraphs (b) to (f).

2.2 The Grantee will inform the Commonwealth immediately if it discovers that it or a contractor, sub-contractor or grant recipient has or may have contravened this clause.

2.3 This clause survives the termination, cancellation or expiry of this Agreement.

### 3. Anti-corruption

3.1 The Grantee warrants that the Grantee and its personnel, contractors and sub-grantees have not made or caused to be made, or received or sought to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the performance of the Grant Activity.

3.2 The Grantee must not, and must ensure that its personnel, contractors and sub-grantees, do not:

- (a) make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly





or indirectly to any party, as an inducement or reward in relation to the performance of the Grant Activity; or

- (b) engage in any practice that could contravene the Australian offence of bribing a foreign public official.

3.3 If the Grantee becomes aware of any activity which would or could be construed as an illegal or corrupt practice, as described in 3.2 (a) and (b), in relation to the performance of the Grant Activity, then it must within five business days report the matter to the Commonwealth.

#### 4. Child protection

4.1 The Grantee must comply, and must ensure that its contractors, subcontractors and personnel comply with the Department of Foreign Affairs and Trade's Child Protection Policy, accessible at <http://www.dfat.gov.au/childprotection/>.

4.2 The Commonwealth may conduct a review of the Grantee's compliance with the Child Protection Policy. The Commonwealth will give reasonable notice to the Grantee and the Grantee must participate co-operatively in any such review.

4.3 If the Commonwealth finds that the Grantee has failed to comply with the Child Protection Policy, the Grantee must promptly, and at the cost of the Grantee, take such actions as are required to ensure compliance with the Child Protection Policy.

4.4 If an individual, the Grantee must sign and return to the Commonwealth, the Child Protection Professional Behaviours at Attachment B to the Department of Foreign Affairs and Trade's Child Protection Policy.

4.5 The Grantee must sign and return to the Commonwealth, the Working with Vulnerable People Statement of Compliance at Attachment A

#### 5. Intellectual Property

5.1 The Grantee owns the Intellectual Property Rights in Activity Material created by

the Grantee as a result of undertaking the Grant Activity.

5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, world-wide, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

5.3 The Grantee represents and warrants that the Commonwealth's use of the Reporting Material for Commonwealth Purposes will not infringe the Moral Rights of any person that contributed to the Material in the Reporting Material.

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

5.5 The following definitions apply to this clause:

- (a) 'Activity Material' means any Material created or developed by the Grantee as a result of the Grant Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- (b) 'Commonwealth Purposes' does not include commercialisation or the provision of the Activity Material to a third party for its commercial use.
- (c) 'Existing Material' means Material developed independently of this Agreement.
- (d) '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* (Cth)).
- (e) '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.





Australian Government

Department of Foreign Affairs and Trade

- (f) 'Moral Rights' means a right of attribution of authorship; a right not to have authorship falsely attributed; or a right of integrity of authorship.
- (g) 'Reporting Material' means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in this Agreement.

#### **6. Governing Law**

This Agreement is governed by the law of the Australian Capital Territory, Australia.



Australian Government





## Foundation Councils and Institutes Further Conditions

### 1. Communications Outline

- 1.1 Grantees must submit a completed Communications Outline Form in SmartyGrants.

### 2. Grant Acquittal and Report

- 2.1 Subject to clauses 5 and 9 of the Commonwealth Letter of Agreement, the acquittal of Grant spending must be completed in a COALAR Results and Acquittal Report; accessible in Smarty Grants

### 3. Subcontracting

- 3.1 The Grantee must not without the Commonwealth's permission subcontract in parts or whole of this Agreement.

### 4. Publicity

- 4.1 DFAT may publish the name of the Grantee, the postcode, and the amount and purpose of the Grant Activity, including on its website.
- 4.2 The Grantee must seek written permission from the Commonwealth for any publicity in relation to the Grant Activity.
- 4.3 The Grantee must acknowledge the support of COALAR in all publicity material prepared in relation to the Grant Activity, including in all print and electronic acknowledgements and public statements in the media.
- 4.4 The acknowledgement must feature prominently in the material, including wherever possible by use of the logo of COALAR.  
<http://dfat.gov.au/people-to-people/foundations-councils-institutes/coalar/Pages/logos.aspx>
- 4.5 The wording of the acknowledgement and logo must be in accordance with logo and branding policy and should read:

*'[Grant Activity Name] has received grant funding from the Council on Australia Latin America Relations of the Department of Foreign Affairs and Trade'.*

### 5. Indemnity

- 5.1 The Grantee agrees to indemnify (and keep indemnified) the Commonwealth (including Commonwealth officials, employees and agents) against any loss or liability incurred by the Commonwealth (including any loss or damage to the Commonwealth property, or loss or expense incurred by the Commonwealth in dealing with any claim against it) arising from any acts or omissions by the Grantee or their employees or agents in connection with this Agreement.
- 5.2 Clause 5.1 survives the expiry or termination of this Agreement.

### 6. Additional insurance

- 6.1 In addition to clause 11 of Additional Conditions, the grantee is required to take out the following insurance as required for the Grant Activity:
  - Public Liability Insurance
  - Travel and Health Insurance (including evacuation and death cover)
  - Professional Indemnity Insurance

### 7. Travel Advice & Visas

- 7.1 The Grantee must read and keep up to date with the relevant DFAT travel advice in regards to travel overseas.
- 7.2 Where travel overseas is involved, the Grantee must register travel with Smartraveller ([www.smartraveller.gov.au](http://www.smartraveller.gov.au)).
- 7.3 All recommended vaccinations and health precautions for travel overseas are the responsibility of the Recipient.
- 7.4 All visas required for travel are the responsibility of the Grantee.







Australian Government

Department of Foreign Affairs and Trade

### Signatures

#### Executed as an agreement:

XXXXXXXXXX (ABN XXXXXXXXXXXX) (the 'Grantee') agrees to use the Grant to undertake the Grant Activity in accordance with this letter, the SmartyGrants Application, the Commonwealth Letter of Agreement Conditions and the DFAT Additional Conditions, which together form the Agreement between the Grantee and the Commonwealth in relation to the Grant.

#### Grantee:

Full legal name of Grantee:	
Director's Name: (print) Signature and date:	..... .....
Director/Company Secretary Name: (print) Signature and date:	..... .....

#### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Foreign Affairs and Trade	
Name: Position: Director Latin America and Caribbean Section Signature and date:	..... .....
Witness Name: (print) Signature and date:	..... .....

ATTACHMENT A

## Working with Vulnerable People Statement of Compliance

*Statement by Grantee*

I, XXXXXXX make the following statement for the benefit of the Department of Foreign Affairs and Trade in relation to the COALAR (Grant Activity).

Having made all reasonable inquiries, I have grounds to believe that the organisation itself, and staff working with vulnerable people (including children) on behalf of my organisation in relation to the Grant Activity:

- comply with relevant legislation relating to requirements for working with vulnerable people (including children) in the jurisdiction in which they work; and
- have complied with relevant legislation in their jurisdictions relating to mandatory reporting of suspected child abuse and neglect as required or otherwise defined by state or territory legislation.

I undertake to ensure that all staff will continue to comply for the duration of any grant agreements XXXXXXX holds with the Department of Foreign Affairs and Trade.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_