



Australian Government

Department of Foreign Affairs and Trade

File Number: [File]

[Date]

[Name of Grant Recipient]

[Address]

[Address]

[Address]

Dear [Name]

Funding Agreement Letter of Offer for “[Activity title (application number)]”

I am pleased to advise that an offer of a grant of [\$amount] plus Australian GST if applicable (**Funding**) has been approved by the Department of Foreign Affairs and Trade, ABN 47 065 634 525, (**DFAT**) on behalf of the Commonwealth of Australia for “[name of grant recipient and ABN number, if applicable]” (**Recipient**) to use for [activity title] (**Activity**).

If you accept this offer in accordance with the Terms and Conditions set out in this funding agreement Letter of Offer (‘Agreement’), you should execute both copies and return one copy to us within 25 business days of the date of this letter. This offer will lapse after that date unless agreed otherwise.

1. Funding	Subject to the terms of this Agreement, DFAT will pay the Recipient a total of \$[amount] plus Australian GST if applicable on receipt of a valid tax invoice from the Recipient [subject to appropriation – these words must be included if payments will be made in future financial years.]
2. Activity	The Recipient must only use the Funding for the Activity as described in the Recipient’s application for funding dated [date]. The Recipient must not contract out without DFAT’s approval.
3. Timing	The Activity must be completed by [date].
4. Reports	Within 25 days of signature of this Agreement, a completed Communications Outline Report must be submitted. The Results and Acquittal Report must be completed, including budget information, and any unspent Funding returned to DFAT within 60 days of the completion date (clause 3) or of the date of termination.

	An interim report may be required if the Activity completion date is extended (through an Agreement amendment in writing) or if the applicant wishes to apply for further grant funding from DFAT prior to the imminent completion of the Activity.
5. Special terms	[Insert any special terms and conditions] OR [Not applicable.]
6. Record-keeping and audit access	The Recipient must: <ul style="list-style-type: none"> a) Keep original records of the expenditure of the Funding for a period of 5 years. b) Do all things necessary to allow DFAT to comply with lawful requests from the Commonwealth Auditor-General and Privacy Commissioner, including allowing the Auditor-General and the Privacy Commissioner to inspect, copy or remove documents and access the Recipient's premises.
7. Compliance	The Recipient must: <ul style="list-style-type: none"> a) Comply with all applicable laws relevant to the Activity. b) Comply with any reasonable requirements of DFAT, including requests to provide reports or information about the Activity or the expenditure of the Funding. c) Promptly notify DFAT if it has any reason to believe that it may not be able to carry out the Activity in accordance with this Agreement.
8. Publicity	<ul style="list-style-type: none"> a) DFAT may publish the name of the Recipient, the postcode, and the amount and purpose of the Funding, including on its website. b) With the exception of Clause 8(a), neither party may participate in any publicity in relation to the Activity or the Funding without the other's prior written approval. c) The Recipient must acknowledge the support of the [name of Foundation, Council or Institute] in all publicity material prepared in relation to the Activity, including in all print and electronic acknowledgements and public statements in the media. The acknowledgement is to be as follows: <p style="text-align: center;"><i>“[Activity title]” is supported by the Australian Government through the [name of Foundation, Council or Institute] of the Department of Foreign Affairs and Trade”.</i></p> d) The acknowledgement must feature prominently in the material, including wherever possible by use of the logo of the [name of Foundation, Council or Institute]. The logo can be downloaded from the web at: [http://www.dfat.gov.au/councils.html] or specific FCI logo link

9. Privacy	<p>The Recipient, to the extent it deals with personal information for the purpose of conducting the Activity, agrees to:</p> <ol style="list-style-type: none"> a) comply with the Australian Privacy Principles as they apply to DFAT, including: <ol style="list-style-type: none"> i. to use or disclose personal information only for the purposes of this Activity; ii. take necessary steps to ensure adequate security measures are in place to protect personal information from misuse, interference and loss and from unauthorised access, modification or disclosure; iii. comply with the requirements of Australian Privacy Principle 8 regarding the disclosure of personal information to an overseas recipient; b) not do any act, or engage in any practice, that would – if done or engaged in by DFAT – breach the Australian Privacy Principles; c) comply with any reasonable request or direction of DFAT or the Privacy Commissioner in relation to access to, or handling of, personal information; d) if it subcontracts the performance of any part of the Activity, ensure the subcontractor has the same obligations that the Recipient has under this clause (including this requirement as to subcontracting); e) immediately notify DFAT if it becomes aware of a breach or possible breach of any obligations referred to in this clause, or the initiation of any action by the Privacy Commissioner relevant to this Activity; and f) investigate any complaint arising out of a breach or possible breach of any obligations referred to in this clause, and notify DFAT of that investigation and outcome. <p>The Recipient agrees to indemnify DFAT in respect of any loss, liability or expense suffered or incurred by DFAT which arises directly or indirectly from a breach by the Recipient or any subcontractor of any obligations referred to in this clause.</p> <p>This clause shall survive the expiration or termination of this Funding Agreement.</p>
10. Insurance	<p>The Recipient is responsible for obtaining any insurance necessary or prudent for undertaking the Activity. The Recipient is required to take out and maintain the following insurances if specified below:</p> <ol style="list-style-type: none"> a) Workers' compensation insurance as required by law b) Public liability insurance as required for the Activity (DELETE ROW IF NOT REQUIRED) c) Travel and health insurance including evacuation and death cover as required for the Activity (DELETE ROW IF NOT REQUIRED) d) Professional indemnity insurance as required for the Activity. (DELETE ROW IF NOT REQUIRED)
11. Travel Safety	<ol style="list-style-type: none"> a) The Recipient is obligated to read and keep up to date with the relevant DFAT travel advice in regards to travel to (country). The

	<p>Recipient is encouraged to register travel with Smart Traveller (www.smarttraveller.gov.au).</p> <p>b) All recommended vaccinations and health precautions for travel to (country) are the responsibility of the Recipient.</p>
12. Visas	<p>The Recipient will be required to secure the appropriate visa for travel. The Recipient should note that visas may take some time to process, and are encouraged to contact the relevant Consulate or Embassy in adequate time to seek information on the application process.</p>
13. Withholding funding / repayment	<p>If the Recipient is in breach of this Agreement, is insolvent, or if any statements made in the Recipient's application for funding are found to be incorrect, incomplete, false or misleading DFAT may:</p> <p>a) Withhold or suspend the Funding to the Recipient; and/or</p> <p>b) Require the Recipient to repay all or part of the Funding.</p>
14. Indemnity	<p>The Recipient agrees to indemnify (and keep indemnified) DFAT (including DFAT officials, employees and agents) against any loss or liability incurred by DFAT (including any loss or damage to DFAT property, or loss or expense incurred by DFAT in dealing with any claim against it) arising from any acts or omissions by the Recipient or their employees or agents in connection with this Agreement.</p>
15. Intellectual Property	<p><i>Manager to select one of the two standard options.</i></p> <p>Subject to this Clause 15, as between DFAT and the Recipient (but without affecting the position between the Recipient and a third party) intellectual property rights in any material brought into existence as part of, or for the purpose of, the Activity vest in the Recipient on their creation.</p> <p>The Recipient grants DFAT a permanent, irrevocable, transferable, free, worldwide, non-exclusive licence (including a right to sub-license) to use, reproduce, adapt and exploit the intellectual property rights in Activity material for any purpose other than commercial exploitation.</p> <p><i>ALTERNATIVE text for activities where IP is more sensitive, e.g. science activities with potential commercial value:</i></p> <p>Intellectual property rights in any material brought into existence as part of, or for the purpose of, the Activity vest in the Recipient on their creation.</p> <p>The Recipient grants DFAT a permanent, irrevocable, royalty-free, non-exclusive licence to use and reproduce the following for any purpose related to the administration of the grant, including publicity, promotional activities and reports on the awarding of Funding to the Recipient and the Recipient's carrying out of the Activity:</p> <p>(a) material contained in the Recipient's application for funding; and</p> <p>(b) material contained in any reports submitted by the Recipient in relation to the Activity.</p>

	For the avoidance of doubt, the licence does not extend to scientific methods and technologies brought into existence by the Recipient as part of, or for the purpose of, the Activity.
16. Termination by notice	DFAT may terminate this Agreement by providing written notice to the Recipient if the Recipient breaches this Agreement or becomes insolvent. No compensation is payable by DFAT for termination under this clause.
17. Termination for convenience	DFAT may terminate this Agreement by written notice to the Recipient at any time at DFAT's absolute discretion. The Recipient must take all reasonable steps to mitigate any loss resulting from termination under this clause. DFAT is only liable for reasonable costs incurred by the Recipient that are directly attributable to the termination. DFAT is not liable for any other losses including loss of profit.
18. Applicable Law	This Agreement is governed by the laws and jurisdiction of the Australian Capital Territory.

If these terms are acceptable, please sign and return the attached copy letter by [the date, 25 business days from the date of the letter]. This offer will lapse after that date unless otherwise agreed.

Yours sincerely

[Name – Must be PGPA delegate – refer to Financial Delegations]
 [Title]

[Insert the following on copy of letter]

Accepted by **the Recipient:**

.....
 Signature

.....
 Name

.....
 Position (if applicable)

Date: