Summary of Total Transport Infrastructure Investment, including Equity and Concessional Loans

Data as at: Budget 2020/21

Notes: Data excludes Grants provided under regional programs. Infrastructure Investment Program grant funding includes amount not yet allocated to specific projects, including \$6.3 billion in National Unallocated and \$0.8 billion in unallocated funding in the Urban Congestion Fund.

(\$ millions)

	BUDGET 2018-19	2018-19 MYEFO	2019-20 Budget*	2019-20 MYEFO	2020-21 JEFU	2020-21 Budget
Funding Allocation	18-19 to 27-28	18-19 to 27-28	19-20 to 28-29	19-20 to 28-29	20-21 to 29-30	20-21 to 29-30
Infrastructure Investment Program (grant funding)	48,799.7	48,815.2	73,326.6	73,553.7	72,721.2	81,473.0

Funding under the IIP includes grant funding, including transfers to states for projects and subprograms, Urban Congestion Fund, ROSI, National Rail Program, payments to the ARTC and payments to non-state entities for infrastructure projects. Includes unallocated funding within initiatives (such as ROSI, Urban Congestion and Major Business Case Fund).

Financial Assistance Grants (untied local road grants)	7,962.3	8,188.5	8,260.4	8,420.3	8,543.5	7,894.3
Total Equity Allocations	14,967.6	15,065.1	13,475.2	13,753.5	12,384.7	12,484.0

The Government is providing equity funding and concessional loans to projects including Melbourne to Brisbane Inland Rail, Western Sydney Airport, Moorebank Intermodal Terminal, Adelaide to Tarcoola Rail Upgrade and WestConnex.

Other Infrastructure Investments	510.3	1,187.0	925.0	1,192.3	1,489.3	2,858.0
Total investment allocation as shown in the Budget papers, without Contingent Liabilities or Contingency Reserve	72,239.9	73,255.8	95,987.2	96,919.9	95,138.7	104,709.4
Funding for specific projects as recorded as Contingent Liabilities						
East West Link	3,000.0	3,000.0	4,000.0	4,000.0	4,000.0	4,000.0
Perth Freight Link	1,160.0	1,160.0	1,160.0	1,160.0	1,160.0	1,160.0
Total allocations held as Contingent Liabilities	4,160.0	4,160.0	5,160.0	5,160.0	5,160.0	5,160.0
Total investment allocation, including Contingent Liabilities	76,399.9	77,415.8	101,147.2	102,079.9	100,298.7	109,869.4

NEW PROJECTS FUNDED BY NEW FUNDING IN THE 2020-21 BUDGET

Note the project details can be found on the Senate Estimates Table

Project name	State	Package
Canberra - South West Corridor upgrade package	ACT	Investment Roads
Molonglo River Bridge	ACT	Investment Roads
Parkes Way Upgrade - Planning and Design	ACT	Investment Roads
Ettamogah Rail Hub (ERH)	NSW	Investment Rail
Grade separating road interfaces	NSW	Investment Roads
Heathcote Road Upgrade, Hammondville to Voyager Point M1 North Smart Motorway - ANZAC Bridge to Warringah	NSW	Investment Roads
Freeway	NSW	Investment Roads
New England Highway - Singleton Bypass	NSW	Investment Roads
Newcastle Inner City Bypass, Rankin Park to Jesmond	NSW	Investment Roads
Northern NSW Inland Port - Narrabri	NSW	Investment Rail
Pooncarie Road (Wentworth Shire)	NSW	Investment Roads
Prospect Highway Upgrade	NSW	Investment Roads
Sudnov to Novegetla Easter Bail Dianning	NSW	Major Project Pusiness Case Fund
Sydney to Newcastle Faster Rail - Planning Carpentaria Highway Hagrada	NT	Major Project Business Case Fund Investment Roads
Carpentaria Highway Upgrade Northern Territory National Natural Highway Upgrades		
Northern Territory National Network Highway Upgrades Stuart Highway Upgrade at Coolalinga	NT NT	Investment Roads Investment Roads
Hahndorf Township Improvements and Access Upgrade	SA	Investment Roads
	SA	Investment Roads
Victor Harbor Road Upgrade Main South Road Duplication Stage 2 - Aldinga to Sellicks		
South Fastern Fraguery Safety Ungrade	SA SA	Investment Roads Investment Roads
South Eastern Freeway Safety Upgrade Straelecki Track Upgrade Sealing	SA SA	
Strzelecki Track Upgrade - Sealing	SA	Investment Roads
Tasman Bridge Upgrade	TAS	Investment Roads
Freight Bridge Upgrades	TAS	Investment Roads

Project name	State	Package
Arthurs Seat Pedestrian Improvements	VIC	Investment Roads
Barwon Heads Road Upgrade	VIC	Investment Roads
Hall Road Upgrade	VIC	Investment Roads
Improving connectivity to Port of Melbourne - Business Case	VIC	Major Project Business Case Fund
Improving Passenger Rail Services from Northern Victoria to Melbourne	VIC	Investment Rail
Narre Warren North Road Upgrade	VIC	Investment Roads
Shepparton Rail Line Upgrade – Stage 3	VIC	Investment Rail
South Road Upgrade	VIC	Investment Roads
Warrnambool Rail Line Upgrade – Stage 2	VIC	Investment Rail
Western Port Highway Upgrade	VIC	Investment Roads
Western Rail Plan - Further Planning	VIC	Investment Rail
Albany Highway - Kelmscott to Williams Pavement Rehabilitation and Hotham River Bridge Replacement	WA	Investment Roads
Brand Highway (Muchea to Gingin) Pavement Rehabilitation and Widening	WA	Investment Roads
Broome-Cape Leveque Road Upgrading and Community Access Roads	WA	Investment Roads
Western Australia Future Priorities	WA	Investment Roads
Canning Bridge Bus Interchange	WA	Investment Roads
Freight Vehicle Productivity Improvements Program Goldfields Highway (Wiluna to Meekatharra) construct and	WA	Investment Roads
seal priority sections	WA	Investment Roads
Kenwick Intermodal Terminal	WA	Investment Rail
Kwinana and Mitchell Freeway Barrier Upgrades	WA	Investment Roads
Perth to Bunbury Faster Rail Corridor Investigation	WA	Major Project Business Case Fund
Reid Highway Interchange - West Swan Road	WA	Investment Roads
Roe Highway Widening and Abernethy Road Upgrade	WA	Investment Roads
Stirling Bus Interchange	WA	Investment Roads
Wheatbelt Timber Bridge Replacement	WA	Investment Roads
Beams Road Open Level Crossing	QLD	Investment Roads

State	Package
QLD	Investment Roads
·	Investment Roads
·	Investment Roads
•	Investment Roads
	QLD QLD QLD

NEW PROJECTS FUNDED FROM UNALLOCATED AND CORRIDOR ALLOCATION IN THE 2020-21 BUDGET

Note the project details can be found on the Senate Estimates Table

Note the project actuals can be found on the Senate Estimate		
Project name	State	Package
Hogbin Drive, Coffs Harbour Airport Freight Access	NSW	Roads of Strategic Importance
Newell Highway Upgrade - Dubbo Bridge	NSW	Investment Roads
Newell Highway Upgrade - Heavy Duty Pavement Upgrades	NSW	Investment Roads
Newell Highway Upgrade - Overtaking Lanes	NSW	Investment Roads
Newell Highway Upgrade - Parkes Bypass	NSW	Investment Roads
Princes Highway Corridor - Intersection Improvements	SA	Investment Roads
Princes Highway Corridor - Overtaking Lanes	SA	Investment Roads
Princes Highway Corridor - Pavement Works	SA	Investment Roads
Princes Highway Corridor - Rest Areas Princes Highway Corridor - Safety and Signage	SA	Investment Roads
Improvements	SA	Investment Roads
Princes Highway Corridor - Shoulder Sealing Hobart to Sorell Corridor – Midway Point Causeway	SA	Investment Roads
(including McGees Bridge) and Sorell Causeway	TAS	Roads of Strategic Importance
Midland Highway Safety Works Package - Powranna Road to South of Symmons Plains and Tunbridge	TAS	Investment Roads
Tasmanian Roads Package - Bass Highway targeted upgrades between Deloraine and Devonport	TAS	Roads of Strategic Importance
Tasmanian Roads Package - Bridport Road freight efficiency		
and safety upgrades Tasmanian Roads Package - West Tamar Highway targeted	TAS	Roads of Strategic Importance
upgrades between Exeter and Launceston	TAS	Roads of Strategic Importance
Alice Springs to Halls Creek Corridor Upgrade (WA) — Tanami Road Upgrade	WA	Roads of Strategic Importance
METRONET: High Capacity Signalling	WA	National Rail Program
Newman to Katherine Corridor Upgrade (WA) - Great	14/4	Roads of Stratogic Importance
Northern Highway Upgrade – Broome to Kununurra Newman to Katherine Corridor Upgrade (WA) - Great	WA	Roads of Strategic Importance
Northern Highway Upgrade – Ord River North Section, Stage		
Nowman to Katharina Carridar Unarada (WA) Part Hadland	WA	Roads of Strategic Importance
Newman to Katherine Corridor Upgrade (WA) - Port Hedland Airport Deviation	WA	Roads of Strategic Importance
Port Augusta to Perth (WA) – Coolgardie-Esperance Highway	V V / 7	nodus of strategic importance
- Emu Rocks	WA	Roads of Strategic Importance
Bruce Highway Upgrade Strategy	QLD	Investment Roads

Drainet name	State	Dackage
Project name Cairns to Northern Territory Border Upgrade - Gulf	State	Package
Developmental Road - Pavement Strengthening and		
Widening	QLD	Roads of Strategic Importance
Cooktown to Weipa Corridor Upgrade - Cape York		
Community Access Roads	QLD	Roads of Strategic Importance
Townsville to Roma Corridor Upgrade - Dawson Highway		
(Banana - Rolleston) - Roundstone Creek Bridge Overflow		
Upgrade	QLD	Roads of Strategic Importance

		Funding allocated			Funding allo	ocated 2020/21	
	2019/20	2020/21	TOTAL	Eligibility requirements (if any)	Paid amount	Remaining funds	Notes
	Actual	Proposed			2020/21 *as at 31 August	*2020/21 Budget less YTD Actual *as	
		Profile (Post-JEFU)			2020	at 31 August 2020	
	A205.4 :III		A C 4 O . III:		A1040 :III:	64400 :11:	
Australian Airline Financial Relief Package (AAFRP)	\$305.1 million	\$343.9 million	\$649 million	Rebates under the scheme are open to all organisations with an Air Operator's Certificate authorising:	\$194.9million	\$149.0 million	 \$46 million value to industry of rebates for fuel excise charges – through to 31
(contri)				 domestic scheduled RPT services, 			December 2020 or whenever the funding
Announced on 18 March as a \$715milliom				domestic commercial charter operations,			is exhausted whichever comes first.
package.				aerial agriculture, aerial work and flight training, or			\$30 million for the Civil Aviation Safety
The purpose of the grant program is to assist the				contracted aeromedical service.			Authority (CASA) in lieu of lost revenue from fuel excise rebates.
domestic airline industry in response to the				Organisations must also: have an Australian Business Number (ABN)			 \$400 million funding to Airservices
economic pressures created by the impact of				be registered for the purposes of GST			Australia including waiver of
COVID-19 by reducing operational cost pressures				have an account with an Australian financial			Airservices charges.
to improve the ability to maintain services.				institution			\$173 million value to industry of rebates for demonstria suitation as surity sharpes.
The Government announced on 7 June an				 be one of the following entity types: a company incorporated in Australia 			for domestic aviation security charges - through to 31 December 2020 or
extension of measure beyond the original date of				o a company incorporated in Australia			whenever the funding is exhausted,
31 September 2020.				 an incorporated trustee on behalf of a trust 			whichever comes first.
Rebate of aviation fuel excise	\$15.8 million	\$30.2 million	\$46.0 million	o a partnership	\$1.6 million	\$28.6 million	
nezate of anianent fact energy	φ 2010	, , , , , , , , , , , , , , , , , , , ,	φ rese	a joint applicationa registered charity or not-for-profit	φ 2	φ2010	
Waiver of Fuel Excise – CASA	\$15.0 million	\$15.0 million	\$30.0 million	organisation	\$15.0 million	Nil	
Waiver for Airservices Australia Charges	\$250.0 million	\$150.0 million	\$400.0 million	o an individual	\$150.0 million	Nil	
waiver for Airservices Australia Charges	\$230.0 IIIIIII0II	\$130.0 1111111011	\$400.0 Hillilon	o an Aboriginal and/or Torres Strait Islander	\$150.0 1111111011	IVII	
Rebate of domestic security charges	\$24.3 million	\$148.7 million	\$173.0 million	Corporation registered under o the Corporations (Aboriginal and /or Torres Strait	\$28.3 million	\$120.4 million	
				Islander) Act 2006.			
Eligible operators who have applied and been approved funding under the program are							
provided at Attachment A.							
\$66 million of this package is being delivered as							
the Regional Airports Screening Infrastructure, RASI program (see below).							
MASI program (see below).							
Regional Airports Screening Infrastructure (RASI).	Nil	\$66.0 million	\$66.0 million	To be eligible for RASI, applicants must:	Nil	\$66 million	RASI applications closed on 28 August 2020.
				have an Australian Business Number;			The Department is assessing all applications
This measure is part of the AAFRP, announced on 18 March. Grant guidelines were released on				be registered for the purposes of GST;have an account with an Australian financial institution;			received and expects to finalise recommendations in October.
24 July 2020.				and			recommendations in October.
				operate an existing regional airport with a signed grant			
The purpose of the RASI program is to assist				agreement under the Regional Airport Security			
regional airports with the minimum necessary capital works, and initial operating costs, of				Screening Fund (GO1551), or have been offered a grant agreement under GO1551.			
complying with security screening requirements				Brain agreement under GO1331.			
mandated by the Department of Home Affairs.				And be one of the following entities:			
The overall objective of the RASI program is to							
avoid those costs being passed on to airlines and ultimately airport users through screening				an entity incorporated in Australia (including incorporated trustees on behalf of a trust)			
charges.				an Australian local government agency or body			
				an Australian State or Territory Government agency or			
				body			

		Funding allocated			Funding allo	cated 2020/21	
	2019/20 Actual	2020/21 Proposed Profile (Post-JEFU)	TOTAL	Eligibility requirements (if any)	Paid amount 2020/21 *as at 31 August 2020	Remaining funds *2020/21 Budget less YTD Actual *as at 31 August 2020	Notes
				an Aboriginal and Torres Strait Island Corporation registered under the <i>Corporations (Aboriginal and Torres Strait Island) Act 2006</i> (Cth)			
Announced on 16 April. Australian Government purchased two separate networks (one from Qantas and the other from Virgin Australia) to deliver minimum levels of domestic aviation services consisting of over 220 return flights per week (approx. 2% of normal activity). This assistance recognised that a strong domestic aviation network is critical to Australia's success and is necessary to maintain transport connectivity during this pandemic. On 7 June 2020 it was announced that DANS would be extended from 1 July 2020 to 30 September 2020 and would focus support on the top 50 routes for the 2018-19 financial year as identified by the Bureau of Infrastructure, Transport and Regional Economics (BITRE). A list of contracted routes is at Attachment B.	\$122.7 million	\$192.8 million	\$315.5 million	None. This procurement was a contract for difference.	\$0.9 million	\$191.9 million	On 28 September the Government announced the extension of the Domestic Aviation Network Support program through to 31 January 2021. The funding provided for this extension was Not For Publication in the 2020-21 Budget, so has not been included here.

		Funding allocated			Funding allo	cated 2020/21	
	2019/20	2020/21	TOTAL	Eligibility requirements (if any)	Paid amount	Remaining funds	Notes
	Actual	Proposed			2020/21	*2020/21 Budget	
		Profile			*as at 31 August 2020	less YTD Actual *as at 31 August 2020	
		(Post-JEFU)					
Returning Australians Home (Identified as the	\$108.4 million*	Nil	108.4 million	None. This procurement was a contract for difference.	Nil	Nil	
International Aviation Support in the 2020-2021 PBS).							
Announced on 4 April. The Government established a network of flights to four key international hubs— London, Los Angeles, Hong Kong and Auckland — for four weeks to help Australians get home. The Federal Government worked with Australia's two major international airlines, Qantas and Virgin Australia, to establish the network. Supporting these four routes ensured that there was a backbone to global travel options for Australians wanting to come home. On 8 May a further \$50m to continue a network of international flights to London and Los Angeles for a further four weeks and also further non-							
scheduled flights was announced (see below).							
A list of contracted routes is at Attachment C.					Nil	Nil	
Returning Australians Home (Facilitated Repatriation Flights) In addition to the international aviation network detailed above, the Federal Government facilitated a number of nonscheduled flights to destinations where no other commercial options were available. In total, 13 non-scheduled flights were operated from India, South Africa and South America.	\$5.8 million*	Nil	\$5.8 million				
* Note, these figures include contract closure							
adjustments made in 2020-21.							
Regional Airline Network Support Assisting domestic commercial airlines operating services at the Regular Public Transport aviation safety standard to regional locations to maintain a basic level of connectivity across their network of regional routes. This will support critical air services to connect regional Australia to freight, medical testing, supplies and essential personnel. From 28 March to 30 June, RANS supported 13	\$27.3 million	\$169.9 million	\$197.2 million	To be eligible, air service operators must be a domestic commercial airline who was operating RPT services to regional locations prior to COVID-19. Only routes operated pre-COVID are eligible for funding. 14 operators are currently supported under RANS to 30 September. One other operator was supported to 30 June, but elected not to extend their grant agreement as the route being supported has returned to profitability.	\$3.5 million	\$166.4 million	Funded under the <i>Relief and Recovery Fund</i> . The Government announced on 7 June that this program would be extended from 31 September 2020 to 31 December 2020.
airlines providing services to regional and remote communities, with Qantas and Virgin Australia supported at this time under the DANS program. From 1 July RANS was expanded to							

	Funding allocated				Funding allocated 2020/21		
	2019/20 Actual	2020/21 Proposed Profile (Post-JEFU)	TOTAL	Eligibility requirements (if any)	Paid amount 2020/21 *as at 31 August 2020	Remaining funds *2020/21 Budget less YTD Actual *as at 31 August 2020	Notes
include all routes not in the top 50 busiest routes in 2019 (as these are covered under DANS 2.0). Eligible operators who have applied and been approved funding under the program are provided at Attachment D .							
Regional Airlines Funding Assistance Announced on 28 March. RAFA provides cash flow assistance as a 'last resort' option for regional airlines when all other reasonable strategies to manage an airline's position have been undertaken, including seeking assistance through other Australian and State Government support programs. Eligible operators who have applied and been approved funding under the program are provided at Attachment E.	\$52.3 million	\$47.7 million	\$100.0 million	To be eligible, air service operators must: o have an Regular Public Transport (RPT) Air Operator's Certificate (RPTAOC) and operate public commercial air services to/from regional and/or remote location(s); or o be a contracted essential service provider to/from regional and/or remote location(s), including but not limited to, contracted aeromedical services.	\$15.2 million	\$32.5 million	Funded under the Relief and Recovery Fund.

Eligible operators who have applied and been approved funding under the AAFRP

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
123 AIRCRAFT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$732.00	\$0.00	\$732.00
1D AEROBATICS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$24.00	\$0.00	\$24.00
A & A HELICHARTER P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$1,980.00	\$0.00	\$1,980.00
A & C AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,522.00	\$0.00	\$3,522.00
A & P AVIATION SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
A C AIRWAYS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$5,155.00	\$0.00	\$5,155.00
A J FORSTER PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$44.00	\$0.00	\$44.00
A J MIDDLETON	\$0.00	\$0.00	\$0.00	\$0.00	\$76.00	\$0.00	\$76.00
A P KIRKHOPE	\$0.00	\$0.00	\$0.00	\$0.00	\$267.00	\$0.00	\$267.00
AA COMPANY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,004.00	\$0.00	\$2,004.00
AAPA VICTORIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,390.00	\$0.00	\$4,390.00
AARON RONALD O'CONNELL	\$0.00	\$0.00	\$0.00	\$0.00	\$99.00	\$0.00	\$99.00
ABBOTSFORD ACCOUNTING SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
ABC BRICK SALES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$516.00	\$0.00	\$516.00
ABEL JACOBUS STOLTZ	\$0.00	\$0.00	\$0.00	\$0.00	\$99.00	\$0.00	\$99.00
ABOVE PHOTOGRAPHY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$18.00	\$0.00	\$18.00
ACCESS AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$35.00	\$0.00	\$35.00
ACE HIGH MAINTENANCE SERVICES P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00
ACN 623 004 866 PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$63.00	\$0.00	\$63.00
ACT AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$112.00	\$0.00	\$112.00
Actas Pty Ltd t/a Brisbane Flight Charter	\$1,200.00	\$1,062.81	\$0.00	\$0.00	\$0.00	\$1,200.00	\$1,062.81
ADAM BARR	\$0.00	\$0.00	\$0.00	\$0.00	\$295.00	\$0.00	\$295.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
ADAM HILL	\$0.00	\$0.00	\$0.00	\$0.00	\$591.00	\$0.00	\$591.00
ADAMS (UK) CORPORATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$108.00	\$0.00	\$108.00
ADRIAN JOHN WALKER	\$0.00	\$0.00	\$0.00	\$0.00	\$902.00	\$0.00	\$902.00
ADRIAN WEBB	\$0.00	\$0.00	\$0.00	\$0.00	\$17.00	\$0.00	\$17.00
ADVENTURES IN LEISURE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
AERIAL AGRICULTURE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$0.00	\$70.00
AERO ALPHA	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00
Aero Corporate Charters Pty Ltd	\$2,133.60	\$1,231.40	\$0.00	\$0.00	\$0.00	\$2,133.60	\$1,231.40
AERO DYNAMIC FLIGHT ACADEMY	\$0.00	\$0.00	\$0.00	\$0.00	\$407.00	\$0.00	\$407.00
AERO INSTITUTE AUSTRALIA P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$301.00	\$0.00	\$301.00
AERO LOGISTICS PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$7,096.00	\$0.00	\$7,096.00
AERO OPTICS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
Aero Professional Services Trust atf Aero Professional Services Emerald Pty Ltd	\$12,446.00	\$4,018.85	\$0.00	\$0.00	\$0.00	\$12,446.00	\$4,018.85
AERO RESCUE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$245.00	\$0.00	\$245.00
AERO SURVEYS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$119.00	\$0.00	\$119.00
AEROBATICS AUSTRALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$110.00	\$0.00	\$110.00
AEROHIRE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,651.00	\$0.00	\$3,651.00
Aerometrex	\$10,000.00	\$0.00	\$0.00	\$0.00	\$1,494.00	\$10,000.00	\$1,494.00
AEROPEARL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$8,831.00	\$0.00	\$8,831.00
AEROPOWER PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$180.00	\$0.00	\$180.00
AEROTECH AUSTRALASIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,111.00	\$0.00	\$4,111.00
AEROTECH HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$776.00	\$0.00	\$776.00
AERO-VIZ AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$784.00	\$0.00	\$784.00
Agair	\$35,000.00	\$19,747.51	\$0.00	\$0.00	\$2,518.00	\$35,000.00	\$22,265.51
AGAMPODIGE MENDIS	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
AGILE AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,904.00	\$0.00	\$1,904.00
AGSR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$996.00	\$0.00	\$996.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
AILERON ENTERPRISES P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00
AIR AUSTRALIA INTERNATIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$7,182.00	\$0.00	\$7,182.00
AIR BONGO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,949.00	\$0.00	\$1,949.00
AIR BUSH CHARTER	\$0.00	\$0.00	\$0.00	\$0.00	\$245.00	\$0.00	\$245.00
AIR CENTRAL WEST PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$189.00	\$0.00	\$189.00
AIR CHARTERS WEST PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$34.00	\$0.00	\$34.00
AIR FREIGHT TODAY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$192.00	\$0.00	\$192.00
Air Frontier	\$12,000.00	\$7,415.77	\$0.00	\$0.00	\$437.00	\$12,000.00	\$7,852.77
Air Gold Coast Pty Ltd	\$10,000.00	\$5,910.32	\$0.00	\$0.00	\$51.00	\$10,000.00	\$5,961.32
AIR LINK PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,334.00	\$0.00	\$1,334.00
AIR NATIONAL AUSTRALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$32,798.00	\$0.00	\$32,798.00
AIR OZ PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,336.00	\$0.00	\$2,336.00
AIR PRECISION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00
Airborne Group Australia	\$12,654.66	\$1,244.60	\$0.00	\$0.00		\$12,654.66	\$1,244.60
AIRCAIR (MOREE) AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$5,650.00	\$0.00	\$5,650.00
AIRCORRIGAN PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$965.00	\$0.00	\$965.00
AIRCRAFT AUSTRALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$52.00	\$0.00	\$52.00
AIRCRAFT ENGINEERING (NT) PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$372.00	\$0.00	\$372.00
AIRCRAFT FLEET TODAY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$161.00	\$0.00	\$161.00
AIRCRAFT OWNER GROUP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
AIRCREW TRAINING AND SUPPORT P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$188.00	\$0.00	\$188.00
AIRFLITE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$5,752.00	\$0.00	\$5,752.00
Airlines of Tasmania (Par Avion)	\$7,055.10	\$7,020.04	\$0.00	\$0.00	\$10,752.00	\$7,055.10	\$17,772.04
AirLink	\$5,407.65	\$1,498.21	\$ 1,823.25	\$0.00	\$0.00	\$7,230.90	\$1,498.21
AirMed	\$17,260.24	\$ 10,184.81	\$0.00	\$0.00	\$26,499.00	\$17,260.24	\$36,683.81
AIRWAYS AVIATION EDUCATION	\$0.00	\$0.00	\$0.00	\$0.00	\$5,493.00	\$0.00	\$5,493.00
AIRWOLF AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$267.00	\$0.00	\$267.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
AKAZIEN HOF PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$44.00	\$0.00	\$44.00
ALAMAH PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,235.00	\$0.00	\$2,235.00
ALAN ACTON	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$0.00	\$21.00
ALAN GORDON	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
ALEC ANGUS MUNRO	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00
ALEXANDER PEARSE	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$0.00	\$45.00
ALICE SPRINGS AERO CLUB INC	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$0.00	\$140.00
ALISTER ROBERT MCCLYMONT	\$0.00	\$0.00	\$0.00	\$0.00	\$54.00	\$0.00	\$54.00
ALL NORTH HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$48.00	\$0.00	\$48.00
ALLAN SYDNEY SCHWARZE	\$0.00	\$0.00	\$0.00	\$0.00	\$2,478.00	\$0.00	\$2,478.00
Alliance Airlines Pty Ltd	\$ 2,000,000.00	\$923,914.94	\$ 2,400,000.00	\$60,939.62	\$4,970,116.00	\$4,400,000.00	\$6,654,970.56
ALPHA AVIATION LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$57.00	\$0.00	\$57.00
ALPHA WHISKEY ECHO SYNDICATE	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
Alpine Airwork	\$4,000.00	\$0.00	\$ 4,000.00	\$0.00	\$0.00	\$8,000.00	\$0.00
Altitude Aviation	\$23,664.84	\$9,939.57	\$0.00	\$0.00	\$0.00	\$23,664.84	\$9,939.57
ALTITUDE FLIGHT OPERATIONS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$11,252.00	\$0.00	\$11,252.00
ALTOCAP FLIGHT SCHOOL	\$0.00	\$0.00	\$0.00	\$0.00	\$5,171.00	\$0.00	\$5,171.00
AMBER AVIATION ACADEMY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,874.00	\$0.00	\$1,874.00
AMBULANCE VICTORIA	\$0.00	\$0.00	\$0.00	\$0.00	\$131,574.00	\$0.00	\$131,574.00
AMT Helicopters Pty Ltd (Airwork Helicopters)	\$5,000.00	\$3,205.46	\$0.00	\$0.00	\$611.00	\$5,000.00	\$3,816.46
ANATOLE MILLS	\$0.00	\$0.00	\$0.00	\$0.00	\$403.00	\$0.00	\$403.00
ANDREW C BROADHURST PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$504.00	\$0.00	\$504.00
ANDREW CHARLES CAMPBELL	\$0.00	\$0.00	\$0.00	\$0.00	\$34.00	\$0.00	\$34.00
ANDREW CONNORS	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
ANDREW CROWE	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
ANDREW DEAN	\$0.00	\$0.00	\$0.00	\$0.00	\$579.00	\$0.00	\$579.00
ANDREW DIXON	\$0.00	\$0.00	\$0.00	\$0.00	\$34.00	\$0.00	\$34.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
ANDREW EDWARD ANDERSON	\$0.00	\$0.00	\$0.00	\$0.00	\$39.00	\$0.00	\$39.00
ANDREW KING	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
ANDREW MICHEL	\$0.00	\$0.00	\$0.00	\$0.00	\$32.00	\$0.00	\$32.00
ANDREW PETER MURRAY	\$0.00	\$0.00	\$0.00	\$0.00	\$350.00	\$0.00	\$350.00
ANDREW ROSS TEMBY	\$0.00	\$0.00	\$0.00	\$0.00	\$396.00	\$0.00	\$396.00
ANDREW SCHMIDT	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$1.00
ANDREW VUKOSAV PHOTOGRAPHY P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$155.00	\$0.00	\$155.00
ANGOVES P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$78.00	\$0.00	\$78.00
ANGOVES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$26.00	\$0.00	\$26.00
ANGUS ANDREW D CATT	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
ANTHONY ELIOTT	\$0.00	\$0.00	\$0.00	\$0.00	\$26.00	\$0.00	\$26.00
ANTHONY IRELAND	\$0.00	\$0.00	\$0.00	\$0.00	\$35.00	\$0.00	\$35.00
ANTHONY NOEL CRICHTON-BROWNE	\$0.00	\$0.00	\$0.00	\$0.00	\$110.00	\$0.00	\$110.00
ANTHONY PETER HAYDEN	\$0.00	\$0.00	\$0.00	\$0.00	\$416.00	\$0.00	\$416.00
ANTHONY STEWART FINCH	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
ANTHONY STOVER	\$0.00	\$0.00	\$0.00	\$0.00	\$1,050.00	\$0.00	\$1,050.00
AOG SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
ARAFURA HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$696.00	\$0.00	\$696.00
ARGENT HOLDINGS AUSTRALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$267.00	\$0.00	\$267.00
ARH CONTRACTING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
ARID AIR	\$0.00	\$0.00	\$0.00	\$0.00	\$97.00	\$0.00	\$97.00
ARLINGTON GROUP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00	\$0.00	\$400.00
ARMANDO J PAPALLO	\$0.00	\$0.00	\$0.00	\$0.00	\$27.00	\$0.00	\$27.00
ARMIDALE FIRE & SAFETY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$423.00	\$0.00	\$423.00
ARNHEM LAND COMMUNITY AIRLINES	\$0.00	\$0.00	\$0.00	\$0.00	\$17.00	\$0.00	\$17.00
ARTHUR PIPE & STEEL AUST. P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$85.00	\$0.00	\$85.00
ASHBURTON AIR SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$0.00	\$60.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
ASHLEY SMITH	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
ASIA PACIFIC (PNG) PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$504.00	\$0.00	\$504.00
Atherton Tableland Air Service Pty Ltd	\$4,500.00	\$3,020.42	\$0.00	\$0.00		\$4,500.00	\$3,020.42
AUS WEST AIRLINES (2010) PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$13,348.00	\$0.00	\$13,348.00
AUSCOTT LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$1,555.00	\$0.00	\$1,555.00
AUSTRALIAN AIR LEAGUE	\$0.00	\$0.00	\$0.00	\$0.00	\$533.00	\$0.00	\$533.00
AUSTRALIAN AIR SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$1,590.00	\$0.00	\$1,590.00
AUSTRALIAN AIRCRAFT MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$1,639.00	\$0.00	\$1,639.00
Australian Airline Pilot Academy NSW (REX)	\$5,000.00	\$2,803.48	\$0.00	\$0.00	\$3,874.00	\$5,000.00	\$6,677.48
Australian Airline Pilot Academy Victoria (REX)	\$28,500.00	\$17,717.48	\$0.00	\$0.00	\$0.00	\$28,500.00	\$17,717.48
Australian Corporate Jet Centres	\$10,000.00	\$3,931.39	\$0.00	\$0.00	\$28,783.00	\$10,000.00	\$32,714.39
AUSTRALIAN COUNTRY CHOICE	\$0.00	\$0.00	\$0.00	\$0.00	\$4,008.00	\$0.00	\$4,008.00
AUSTRALIAN FEDERAL POLICE	\$0.00	\$0.00	\$0.00	\$0.00	\$7,257.00	\$0.00	\$7,257.00
AUSTRALIAN FISHING ENTERPRISES	\$0.00	\$0.00	\$0.00	\$0.00	\$108.00	\$0.00	\$108.00
AUSTRALIAN FLIGHT OPERATIONS P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$6,030.00	\$0.00	\$6,030.00
AUSTRALIAN GREEN PROPERTIES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$272.00	\$0.00	\$272.00
AUSTRALIAN INTERNATIONAL AVIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$1,654.00	\$0.00	\$1,654.00
Australian International Aviation College	\$4,095.60	\$3,873.82	\$0.00	\$0.00	\$30.00	\$4,095.60	\$3,903.82
AUSTRALIAN INT'L AVIATION COLLEGE P	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00
AUSTRALIAN PILOT TRAINING ALLIANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$3,176.00	\$0.00	\$3,176.00
AUSTRALIAN TRAFFIC NETWORK P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$5,154.00	\$0.00	\$5,154.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
AUSTRALIAN WINGS ACADEMY	\$0.00	\$0.00	\$0.00	\$0.00	\$13,080.00	\$0.00	\$13,080.00
Austrek Aviation Pty Ltd atf Austrek Aviation Unit Trust	\$8,769.30	\$5,377.51	\$0.00	\$0.00	\$10,136.00	\$8,769.30	\$15,513.51
AV BUILDERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$251.00	\$0.00	\$251.00
AVAIR AIRCRAFT RENTALS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$722.00	\$0.00	\$722.00
AVALON AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,274.00	\$0.00	\$1,274.00
AVANOVA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,602.00	\$0.00	\$1,602.00
AVANT HOMES LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$29.00	\$0.00	\$29.00
AVCAIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$12,887.00	\$0.00	\$12,887.00
AVCHARTER PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,011.00	\$0.00	\$1,011.00
AVESCO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,087.00	\$0.00	\$2,087.00
AVIA AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$134.00	\$0.00	\$134.00
Aviair Pty Ltd	\$55,000.00	\$40,439.26	\$ 500.00	\$ 1,020.46	\$22,289.00	\$55,500.00	\$63,748.72
AVIATION ASSETS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,211.00	\$0.00	\$1,211.00
AVIATION RESOURCE MANAGEMENT P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$28.00	\$0.00	\$28.00
AVIATION SPECIALISTS TOOWOOMBA P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$108.00	\$0.00	\$108.00
AVIATION UTILITIES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$11,565.00	\$0.00	\$11,565.00
AVLEASE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$570.00	\$0.00	\$570.00
AVWEST PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,597.00	\$0.00	\$1,597.00
AWCON PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$146.00	\$0.00	\$146.00
AWESOME AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$417.00	\$0.00	\$417.00
B D WILLAN	\$0.00	\$0.00	\$0.00	\$0.00	\$190.00	\$0.00	\$190.00
BAARTZ FARMING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$92.00	\$0.00	\$92.00
BABCOCK MISSION CRITICAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$126,367.00	\$0.00	\$126,367.00
BABCOCK OFFSHORE SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$58,154.00	\$0.00	\$58,154.00
BAE SYSTEMS FLIGHT TRAINING	\$0.00	\$0.00	\$0.00	\$0.00	\$3,969.00	\$0.00	\$3,969.00
BAIRNSDALE AIR CHARTER PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$340.00	\$0.00	\$340.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
BALCON PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$146.00	\$0.00	\$146.00
BALLARAT AERO CLUB	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
BALLINA CORPORATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$273.00	\$0.00	\$273.00
BALMORAL AIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$5,620.00	\$0.00	\$5,620.00
BANKSTOWN FLYING SCHOOL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,513.00	\$0.00	\$1,513.00
BANKSTOWN HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$7,935.00	\$0.00	\$7,935.00
BARKEL GROUP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$61.00	\$0.00	\$61.00
BARKLY AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$7.00	\$0.00	\$7.00
Barkly Helicopters	\$1,000.00	\$331.27	\$0.00	\$0.00	\$0.00	\$1,000.00	\$331.27
BARRIE JOHN HAWKEN	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$0.00	\$45.00
BARRIER REEF UNIT TRUST	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$0.00	\$140.00
BARRON AIR CHARTER PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$121.00	\$0.00	\$121.00
BARRY CHARLES SEVERNE	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$0.00	\$60.00
Basair Pty Ltd and Vectra Holdings Pty Ltd	\$23,300.00	\$16,274.41	\$0.00	\$0.00	\$0.00	\$23,300.00	\$16,274.41
BATHURST AIRCRAFT MAINTENANCE			\$0.00	\$0.00	\$453.00	\$0.00	\$453.00
Bathurst Aircraft Maintenance Centre (t/a Panair / Panorama Airways)	\$3,200.00	\$2,073.72	\$0.00	\$0.00	\$0.00	\$3,200.00	\$2,073.72
BECKER HELICOPTER SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,623.00	\$0.00	\$4,623.00
BEIGEN PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$54.00	\$0.00	\$54.00
BELLDEEN PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
Beluga Aviation Pty Ltd	\$700.00	\$0.00	\$0.00	\$0.00	\$30,079.00	\$700.00	\$30,079.00
BEN HARDY	\$0.00	\$0.00	\$0.00	\$0.00	\$122.00	\$0.00	\$122.00
BENDIGO FLYING CLUB	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
BENJAMIN DUNCAN AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$818.00	\$0.00	\$818.00
BEON AERIAL SERVICES P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$967.00	\$0.00	\$967.00
BERNDT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$52.00	\$0.00	\$52.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
BEYOND HORIZONS AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$6,299.00	\$0.00	\$6,299.00
BHMM AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,121.00	\$0.00	\$2,121.00
BIANCA MAREE FORD	\$0.00	\$0.00	\$0.00	\$0.00	\$18.00	\$0.00	\$18.00
BILL & BEN INVESTMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$10,072.00	\$0.00	\$10,072.00
BISHOPP AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,191.00	\$0.00	\$2,191.00
BIZ AIR AIRCRAFT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
BLAKE CORPORATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
BLANCHARD MANUFACTURING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$42.00	\$0.00	\$42.00
BLUE DEMON AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$317.00	\$0.00	\$317.00
BLUE SKY UP AVIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
BLUEBIRD AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$832.00	\$0.00	\$832.00
BLUEJAY INVESTMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$12.00	\$0.00	\$12.00
BLUESKYE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$152.00	\$0.00	\$152.00
BOEN BOE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$111.00	\$0.00	\$111.00
BONANZA AIRWAYS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
BONTRAIL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$899.00	\$0.00	\$899.00
BOOROOBIL PASTORAL COMPANY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$92.00	\$0.00	\$92.00
BOOTH TRANSPORT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$430.00	\$0.00	\$430.00
BORG FLEET MANAGEMENT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$57.00	\$0.00	\$57.00
BORONIA BOOKS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$80.00
BPW AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$14,041.00	\$0.00	\$14,041.00
BRADLEY ATKINSON	\$0.00	\$0.00	\$0.00	\$0.00	\$155.00	\$0.00	\$155.00
BRADLEY KENT LUKE	\$0.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$13.00
BRADLEY SMITH	\$0.00	\$0.00	\$0.00	\$0.00	\$44.00	\$0.00	\$44.00
BRAEBURN PROPERTIES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$5.00
BRAMPTON PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$29.00	\$0.00	\$29.00
BRAYDEN ROWLEY	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
BRELLARMO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$843.00	\$0.00	\$843.00
BRENDAN KENT	\$0.00	\$0.00	\$0.00	\$0.00	\$29.00	\$0.00	\$29.00
BRENDEN FLEMING	\$0.00	\$0.00	\$0.00	\$0.00	\$237.00	\$0.00	\$237.00
BRENTON WAKEFIELD	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$150.00
BRENZIL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,583.00	\$0.00	\$3,583.00
BRESCON PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$11,074.00	\$0.00	\$11,074.00
BRETT WILLIAMSON	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
BRIDGET HOOPER	\$0.00	\$0.00	\$0.00	\$0.00	\$53.00	\$0.00	\$53.00
BRIGGS AEROSPACE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$90.00
BRISBANE FLYING GROUP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,008.00	\$0.00	\$1,008.00
BRISBANE SKYDIVING CENTRE P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$72.00	\$0.00	\$72.00
BRISTOW HELICOPTERS AUST P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$3,252.00	\$0.00	\$3,252.00
BRODY CONSTRUCTIONS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$207.00	\$0.00	\$207.00
BROOKS EQUIPMENT HIRE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$34.00	\$0.00	\$34.00
Broome Aviation Pty Ltd	\$3,700.00	\$2,153.64	\$0.00	\$0.00	\$1,790.00	\$3,700.00	\$3,943.64
BRUCE BRADLEY	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
BRUCE HARTWIG FLYING SCHOOL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$17,312.00	\$0.00	\$17,312.00
BS & RG CALDERWOOD PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
BUDBAY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$602.00	\$0.00	\$602.00
BULLAROO INVESTMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$0.00	\$60.00
BULLAWARRIE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$51.00	\$0.00	\$51.00
BULLOO RIVER PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
BUNBURY AERO CLUB (INC)	\$0.00	\$0.00	\$0.00	\$0.00	\$49.00	\$0.00	\$49.00
BURBANK AIR SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$108.00	\$0.00	\$108.00
Byron Bay Air Charter (Jetsream Air Services)	\$2,500.00	\$1,095.25	\$0.00	\$0.00		\$2,500.00	\$1,095.25
C & M WHOLESALERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00
C J AEROSPACE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$8,488.00	\$0.00	\$8,488.00

Applicant name	Fuel Excise	Fuel Excise	Security Charge	Security	Air Services	Total Grant	Total Waived
	Rebate: Grant	Rebate Paid	Rebate	Charge Rebate	Charges	Allocation (Fuel	and Paid (Total
	Allocation		Allocation	Paid	Waived	and Security)	Benefit)
C M PASTORAL COMPANY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$217.00	\$0.00	\$217.00
C206 PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$621.00	\$0.00	\$621.00
CADOPEN PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$180.00	\$0.00	\$180.00
CAE Oxford Aviation Academy	\$50,000.00	\$ 44,313.15	\$0.00	\$0.00	\$0.00	\$50,000.00	\$44,313.15
CAIRNS SCENICS	\$0.00	\$0.00	\$0.00	\$0.00	\$379.00	\$0.00	\$379.00
CAITLIN TRACEY	\$0.00	\$0.00	\$0.00	\$0.00	\$57.00	\$0.00	\$57.00
CAMDEN HIRE PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$76.00	\$0.00	\$76.00
CAMEL SQUADRON PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$138.00	\$0.00	\$138.00
CAMERON PETER ROLPH-SMITH	\$0.00	\$0.00	\$0.00	\$0.00	\$126.00	\$0.00	\$126.00
CAMPBELL H HAYES	\$0.00	\$0.00	\$0.00	\$0.00	\$234.00	\$0.00	\$234.00
CANBERRA AERO CLUB LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$576.00	\$0.00	\$576.00
CAPE AIR TRANSPORT	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00
CAPITAL JET RESOURCES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$930.00	\$0.00	\$930.00
Capiteq Pty Ltd t/a Airnorth	\$ 530,000.00	\$256,333.82	\$ 1,150,000.00	\$ 570,966.75	\$988,328.00	\$1,680,000.00	\$1,815,628.57
CAPSTONE AVIATION SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$208.00	\$0.00	\$208.00
CareFlight Limited	\$ 120,000.00	\$ 53,888.10	\$0.00	\$0.00	\$140,087.00	\$120,000.00	\$193,975.10
CAROLYN FIELDING	\$0.00	\$0.00	\$0.00	\$0.00	\$276.00	\$0.00	\$276.00
Casair Pty Ltd	\$17,000.00	\$9,485.95	\$ 6,070.00	\$0.00	\$23,593.00	\$23,070.00	\$33,078.95
CASTI CONSOLIDATED PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$6.00	\$0.00	\$6.00
CATHEDRAL AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$967.00	\$0.00	\$967.00
CATHERINE LOUISE MCLOUGHLIN	\$0.00	\$0.00	\$0.00	\$0.00	\$26.00	\$0.00	\$26.00
CBHI AVIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00	\$0.00	\$2.00
CENTRAL (QLD) AVIATION P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
CENTRAL (QLD) HOLDINGS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$142.00	\$0.00	\$142.00
CENTRAL AIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$909.00	\$0.00	\$909.00
CENTRAL AVIATION P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$1,414.00	\$0.00	\$1,414.00
CETNAJ PURCHASING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$44.00	\$0.00	\$44.00
CGG AVIATION (AUSTRALIA) P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$1,620.00	\$0.00	\$1,620.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
CHALLENGE FISHERIES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
CHARLES CAMILLERI	\$0.00	\$0.00	\$0.00	\$0.00	\$543.00	\$0.00	\$543.00
CHARLES MALEY	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
CHARLES MIFSUD	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
Chartair Pty Ltd	\$26,000.00	\$ 21,386.74	\$ 3,000.00	\$ 1,294.60	\$322.00	\$29,000.00	\$23,003.34
CHC HELICOPTERS	\$0.00	\$0.00	\$0.00	\$0.00	\$128,344.00	\$0.00	\$128,344.00
CHERYL MARIE HIGGINS	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$80.00
Chinta Air	\$ 470.00	\$229.72	\$0.00	\$0.00	\$152.00	\$470.00	\$381.72
CHOPPAIR HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,642.00	\$0.00	\$2,642.00
CHRIS PANAYIOTOU	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
CHRISTIAN REICH	\$0.00	\$0.00	\$0.00	\$0.00	\$762.00	\$0.00	\$762.00
CHRISTOPER THOMAS GUY	\$0.00	\$0.00	\$0.00	\$0.00	\$36.00	\$0.00	\$36.00
CHRISTOPHER BRADY	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00	\$75.00
CHRISTOPHER BRETT BABAO	\$0.00	\$0.00	\$0.00	\$0.00	\$63.00	\$0.00	\$63.00
CHRISTOPHER GUY & ANTHONY PITT	\$0.00	\$0.00	\$0.00	\$0.00	\$374.00	\$0.00	\$374.00
CHRISTOPHER JOHN ANDREWS	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
CHRISTOPHER MILNE	\$0.00	\$0.00	\$0.00	\$0.00	\$896.00	\$0.00	\$896.00
CHRISTOPHER TAYLOR	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
CHRISTOPHER WILLIS	\$0.00	\$0.00	\$0.00	\$0.00	\$17.00	\$0.00	\$17.00
CHRISTOPHER WOOD	\$0.00	\$0.00	\$0.00	\$0.00	\$85.00	\$0.00	\$85.00
CIRRUS (AUST) PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$262.00	\$0.00	\$262.00
CIRRUS PERTH PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$202.00	\$0.00	\$202.00
CIRRUS SUNSHINE COAST PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$135.00	\$0.00	\$135.00
City and Country Air Charters	\$10,000.00	\$ 92.06	\$0.00	\$0.00	\$0.00	\$10,000.00	\$92.06
CJ GLOBAL TECH PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$422.00	\$0.00	\$422.00
CLEAR SKIES (VIC) PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$998.00	\$0.00	\$998.00
CLEMENT LOUIS GREHAN	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00
CLEVELAND BAY CONSULTING P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$72.00	\$0.00	\$72.00
CLINTON BROWN	\$0.00	\$0.00	\$0.00	\$0.00	\$161.00	\$0.00	\$161.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
CLINTON E MCKENZIE	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
CLONCURRY 90 PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,571.00	\$0.00	\$1,571.00
CLOUD 9 CHARTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$76.00	\$0.00	\$76.00
CLOUD DANCER PILOT TRAINING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,010.00	\$0.00	\$2,010.00
CLOUD ESCAPE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$461.00	\$0.00	\$461.00
COANDA AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$98.00	\$0.00	\$98.00
COASTAL SKYDIVE	\$0.00	\$0.00	\$0.00	\$0.00	\$879.00	\$0.00	\$879.00
COATES PARK LIVESTOCK PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$415.00	\$0.00	\$415.00
COBHAM AVIATION SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$545.00	\$0.00	\$545.00
COLIN ALISTAIR SHERRINGTON	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00	\$0.00	\$40.00
COLIN JAMES DINIS	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00
COLIN JOHNS	\$0.00	\$0.00	\$0.00	\$0.00	\$32.00	\$0.00	\$32.00
COLIN JOSS & CO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,368.00	\$0.00	\$2,368.00
COLIN STANLEY COULTER	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
COLIN WEATHERILL	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
COLLINS SCAFFOLDING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$105.00	\$0.00	\$105.00
COLVILLE AVIATION SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$419.00	\$0.00	\$419.00
COMACK PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
COMBAT FLIGHTS MELBOURNE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$404.00	\$0.00	\$404.00
Commercial Helicopters	\$3,911.60	\$2,730.57	\$0.00	\$0.00	\$0.00	\$3,911.60	\$2,730.57
COMMISSIONER OF POLICE	\$0.00	\$0.00	\$0.00	\$0.00	\$496.00	\$0.00	\$496.00
COMMONWEALTH OF AUSTRALIA	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
COMPLETE AEROSOLUTIONS P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
COMPLETE AVIONICS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$44.00	\$0.00	\$44.00
CONNERY INVESTMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$289.00	\$0.00	\$289.00
CONRAD HAMMEL	\$0.00	\$0.00	\$0.00	\$0.00	\$36.00	\$0.00	\$36.00

Applicant name	Fuel Excise	Fuel Excise	Security Charge	Security	Air Services	Total Grant	Total Waived
	Rebate: Grant	Rebate Paid	Rebate	Charge Rebate	Charges	Allocation (Fuel	and Paid (Total
	Allocation		Allocation	Paid	Waived	and Security)	Benefit)
CONSOLIDATED PASTORAL	\$0.00	\$0.00	\$0.00	\$0.00	\$176.00	\$0.00	\$176.00
COMPANY							
COONABARABRAN AERO CLUB	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
CORAL COAST HELICOPTER SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$63.00	\$0.00	\$63.00
Corporate Air (Vee H Aviation)	\$75,000.00	\$ 57,846.13	\$75,000.00	\$66,438.26	\$0.00	\$150,000.00	\$124,284.39
CORPORATE AIRCRAFT CHARTER PTY	\$0.00	\$0.00	\$0.00	\$0.00	\$36,609.00	\$0.00	\$36,609.00
CORPORATE AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$28.00	\$0.00	\$28.00
CORSAIRE FLIGHT SCHOOL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,066.00	\$0.00	\$3,066.00
CORSAIRE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,023.00	\$0.00	\$3,023.00
Corsaire Pty Ltd	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$0.00
COSTCO WHOLESALE AUSTRALIA	\$0.00	\$0.00	\$0.00	\$0.00	\$2,101.00	\$0.00	\$2,101.00
County Helicopters	\$3,580.00	\$1,977.05	\$0.00	\$0.00	\$0.00	\$3,580.00	\$1,977.05
CRAIG HARDY	\$0.00	\$0.00	\$0.00	\$0.00	\$124.00	\$0.00	\$124.00
CRAIG JONATHAN CHALLEN	\$0.00	\$0.00	\$0.00	\$0.00	\$249.00	\$0.00	\$249.00
CRAWFORD PASTORAL CO P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$85.00	\$0.00	\$85.00
CROMAIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$57.00	\$0.00	\$57.00
CROWFLY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
CROWN CATTLE CO.	\$0.00	\$0.00	\$0.00	\$0.00	\$209.00	\$0.00	\$209.00
CROWN MELBOURNE LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$30,579.00	\$0.00	\$30,579.00
CROWN POINT PASTORAL CO. LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$225.00	\$0.00	\$225.00
CRYSTAL VIEW INVESTMENTS (QLD) P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$1,957.00	\$0.00	\$1,957.00
CSX AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$356.00	\$0.00	\$356.00
CUMULONIMBUS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$311.00	\$0.00	\$311.00
CUMULUS AEROMEDICAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
CURLEY CATTLE TRANSPORT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$331.00	\$0.00	\$331.00
CURTIN FLYING CLUB	\$0.00	\$0.00	\$0.00	\$0.00	\$57.00	\$0.00	\$57.00
CURTIS AVIATION (NSW) P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$19,353.00	\$0.00	\$19,353.00
CW & TJ ELLIS BUSINESS P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$212.00	\$0.00	\$212.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
D & K GALLAGHER INVESTMENTS P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$76.00	\$0.00	\$76.00
D A & J F CAMM PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$862.00	\$0.00	\$862.00
D&G AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
DAINTREE AIR SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$4,468.00	\$0.00	\$4,468.00
DANDY AIRCRAFT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,470.00	\$0.00	\$2,470.00
DANIEL HIBBERD	\$0.00	\$0.00	\$0.00	\$0.00	\$269.00	\$0.00	\$269.00
DANIEL IAN THOMAS	\$0.00	\$0.00	\$0.00	\$0.00	\$4.00	\$0.00	\$4.00
DARLING DOWNS AERO CLUB LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
DARREN JOHN WILSON	\$0.00	\$0.00	\$0.00	\$0.00	\$99.00	\$0.00	\$99.00
DARREN MANZIN	\$0.00	\$0.00	\$0.00	\$0.00	\$79.00	\$0.00	\$79.00
DARREN WEBB	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
DARRYL JOHN CAMPBELL	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
DASH HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$215.00	\$0.00	\$215.00
DAVID C MOORE	\$0.00	\$0.00	\$0.00	\$0.00	\$242.00	\$0.00	\$242.00
DAVID CHADWICK	\$0.00	\$0.00	\$0.00	\$0.00	\$221.00	\$0.00	\$221.00
DAVID CHARLES SARGEANT	\$0.00	\$0.00	\$0.00	\$0.00	\$58.00	\$0.00	\$58.00
DAVID COWELL	\$0.00	\$0.00	\$0.00	\$0.00	\$462.00	\$0.00	\$462.00
DAVID F DE SOUZA	\$0.00	\$0.00	\$0.00	\$0.00	\$1,026.00	\$0.00	\$1,026.00
DAVID FISHER	\$0.00	\$0.00	\$0.00	\$0.00	\$2,605.00	\$0.00	\$2,605.00
DAVID GODBOLT	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
DAVID GOODE	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
DAVID HARDING	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00
DAVID HARLAND	\$0.00	\$0.00	\$0.00	\$0.00	\$44.00	\$0.00	\$44.00
DAVID HILL	\$0.00	\$0.00	\$0.00	\$0.00	\$395.00	\$0.00	\$395.00
DAVID HOBSON	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
DAVID LESLIE ROBINSON	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
DAVID McTERNAN	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00
DAVID MEARS	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
DAVID MITCHELL	\$0.00	\$0.00	\$0.00	\$0.00	\$12.00	\$0.00	\$12.00

Applicant name	Fuel Excise Rebate: Grant	Fuel Excise Rebate Paid	Security Charge Rebate	Security Charge Rebate	Air Services Charges	Total Grant Allocation (Fuel	Total Waived and Paid (Total
	Allocation		Allocation	Paid	Waived	and Security)	Benefit)
DAVID NEAVES	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
DAVID PILKINGTON	\$0.00	\$0.00	\$0.00	\$0.00	\$398.00	\$0.00	\$398.00
DAVID W REBBECHI	\$0.00	\$0.00	\$0.00	\$0.00	\$230.00	\$0.00	\$230.00
DAVID WILLIAM BERGER	\$0.00	\$0.00	\$0.00	\$0.00	\$66.00	\$0.00	\$66.00
DAVIES AVIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$25.00
DAWES SCI PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$316.00	\$0.00	\$316.00
DAWSON FAMILY ENTERPRISES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$534.00	\$0.00	\$534.00
DEAN HOYE	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
DEAN LAYTON GILLIGAN	\$0.00	\$0.00	\$0.00	\$0.00	\$216.00	\$0.00	\$216.00
DEAN MAXWELL BRUS	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
DEBA INTERNATIONAL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$263.00	\$0.00	\$263.00
DEBERI PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
DEEJAY NOMINEES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
DEPARTMENT OF BIODIVERSITY,	\$0.00	\$0.00	\$0.00	\$0.00	\$1,484.00	\$0.00	\$1,484.00
DEPLIN PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$136.00	\$0.00	\$136.00
DEPT FOR ENVIRONMENT & WATER	\$0.00	\$0.00	\$0.00	\$0.00	\$76.00	\$0.00	\$76.00
DEREK ALBERT TOWNSEND	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
DES'S CABS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
DEVELOPING AVIATION P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$185.00	\$0.00	\$185.00
DG CHADWICK PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$611.00	\$0.00	\$611.00
DHM AIRCRAFT SALES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$217.00	\$0.00	\$217.00
DIAMOND AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,698.00	\$0.00	\$3,698.00
DICK SMITH ADVENTURE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$275.00	\$0.00	\$275.00
DIMONIM AIR	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$0.00	\$45.00
DION WEISLER	\$0.00	\$0.00	\$0.00	\$0.00	\$198.00	\$0.00	\$198.00
DIVAIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,308.00	\$0.00	\$1,308.00
DMH ENGINEERING ENTERPRISES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$188.00	\$0.00	\$188.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
DMS INDUSTRIAL SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$18.00	\$0.00	\$18.00
DOMA AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$146.00	\$0.00	\$146.00
Dompter Pty Ltd t/a Woorayl Air Services	\$2,323.25	\$0.00	\$0.00	\$0.00	\$0.00	\$2,323.25	\$0.00
DONALD A PALMER	\$0.00	\$0.00	\$0.00	\$0.00	\$213.00	\$0.00	\$213.00
DOUGLAS FAWCETT	\$0.00	\$0.00	\$0.00	\$0.00	\$610.00	\$0.00	\$610.00
DOUGLAS LOMAS	\$0.00	\$0.00	\$0.00	\$0.00	\$39.00	\$0.00	\$39.00
DR M CLEMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$239.00	\$0.00	\$239.00
DT AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$716.00	\$0.00	\$716.00
DUCE AVIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$315.00	\$0.00	\$315.00
DUNCAN SHIELS	\$0.00	\$0.00	\$0.00	\$0.00	\$183.00	\$0.00	\$183.00
DUNN AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$9,945.00	\$0.00	\$9,945.00
DUR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
DUXTON FARMS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$7.00	\$0.00	\$7.00
E C MENZIES ELECTRICAL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$618.00	\$0.00	\$618.00
E R HELI CHARTER PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,741.00	\$0.00	\$1,741.00
E SHAPANIS & DEAN PHILLIPS, INC.	\$0.00	\$0.00	\$0.00	\$0.00	\$655.00	\$0.00	\$655.00
EAGLE MAGIC PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$130.00	\$0.00	\$130.00
EASTERN WELL SERVICE NO.2 P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$10,314.00	\$0.00	\$10,314.00
ECHUCA AERO CLUB	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
ECN AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
EDDIE SKENDER	\$0.00	\$0.00	\$0.00	\$0.00	\$114.00	\$0.00	\$114.00
EDWARD LLOYD JONES	\$0.00	\$0.00	\$0.00	\$0.00	\$440.00	\$0.00	\$440.00
EDWARD M SEVE	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
EDWARD WILSON	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
EDWARDS COACHES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$8,085.00	\$0.00	\$8,085.00
ELAMVILLE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$667.00	\$0.00	\$667.00
ELDA ELECTRONICS	\$0.00	\$0.00	\$0.00	\$0.00	\$26.00	\$0.00	\$26.00
ELITE HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$196.00	\$0.00	\$196.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
ELIZABETH HOLT	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00	\$75.00
ELLIOTT RIVER PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
ELYON AVIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$806.00	\$0.00	\$806.00
EMPRJA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,082.00	\$0.00	\$1,082.00
ENCOL AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$80.00
ENESAR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
ENGINEERING SERVICES TRUST	\$0.00	\$0.00	\$0.00	\$0.00	\$1,379.00	\$0.00	\$1,379.00
EPS HELICOPTER SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$156.00	\$0.00	\$156.00
EQUIPMENT HOLDING LLC PTY LTD ACN	\$0.00	\$0.00	\$0.00	\$0.00	\$2,844.00	\$0.00	\$2,844.00
ERIC BURKE	\$0.00	\$0.00	\$0.00	\$0.00	\$229.00	\$0.00	\$229.00
ERIC M SHIPTON	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
ERIC SAACKS	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$25.00
ERIK JACOB SCHEERES	\$0.00	\$0.00	\$0.00	\$0.00	\$12.00	\$0.00	\$12.00
ERMIS AIR	\$0.00	\$0.00	\$0.00	\$0.00	\$4,286.00	\$0.00	\$4,286.00
ERNEST MOORE	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
ESSO AUSTRALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$561.00	\$0.00	\$561.00
ESTEEM INVESTMENTS AUSTRALIA P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$418.00	\$0.00	\$418.00
ET AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$272.00	\$0.00	\$272.00
ETICUP GRAZING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
EURO AERO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$144.00	\$0.00	\$144.00
EVEN INVESTMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$53.00	\$0.00	\$53.00
EXCALIBUR TRADING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$260.00	\$0.00	\$260.00
EXCON AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$80.00
Execujet Australia Pty Ltd	\$0.00	\$0.00	\$0.00	\$0.00	\$49,068.00	\$0.00	\$49,068.00
EXECUTIVE AIRLINES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$5,266.00	\$0.00	\$5,266.00
EXECUTIVE HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$95.00	\$0.00	\$95.00
EXECUTIVE REAL ESTATE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
FACTORY MOTORCYCLE TRADING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$96.00	\$0.00	\$96.00
FALCON 50 PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,162.00	\$0.00	\$3,162.00
FALCON JET OPERATIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$538.00	\$0.00	\$538.00
FALCONAIR MAINTENANCE 2 P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$6,399.00	\$0.00	\$6,399.00
FARMHAVEN PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00	\$0.00	\$2.00
FARMKING PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$35.00	\$0.00	\$35.00
FENTARIAN PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00	\$0.00	\$56.00
FIELD AIR (OPERATIONS) PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,620.00	\$0.00	\$4,620.00
FIFO JET PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$0.00	\$60.00
FIMMA AIR SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$18.00	\$0.00	\$18.00
FIRMLAW PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$71.00	\$0.00	\$71.00
FJD AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$59.00	\$0.00	\$59.00
FKG AIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$58.00	\$0.00	\$58.00
FLIGHT ACADEMY AUSTRALIA	\$0.00	\$0.00	\$0.00	\$0.00	\$727.00	\$0.00	\$727.00
FLIGHT ONE (SERVICES) PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$12,068.00	\$0.00	\$12,068.00
FLIGHT OPTIONS (AUSTRALIA) PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$16,713.00	\$0.00	\$16,713.00
FLIGHT OPTIONS FLIGHT ACADEMY	\$0.00	\$0.00	\$0.00	\$0.00	\$6,673.00	\$0.00	\$6,673.00
Flight Standards Pty Ltd atf FA Hybrid Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$1,327.00	\$0.00	\$1,327.00
FLIGHT TRAINING ADELAIDE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$35,473.00	\$0.00	\$35,473.00
FLIGHT TRAINING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$57.00	\$0.00	\$57.00
FLIGHTECH AIR LOGISTICS	\$0.00	\$0.00	\$0.00	\$0.00	\$47,438.00	\$0.00	\$47,438.00
FLIGHTEK AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
FLIGHTSCOPE AVIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$4,469.00	\$0.00	\$4,469.00
FLY ANYWHERE AVIATION P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$63.00	\$0.00	\$63.00
FLY BUDDIES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$252.00	\$0.00	\$252.00
FLY DIGITAL INVESTMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
FLY RED BARON PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$388.00	\$0.00	\$388.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
FLY WEEL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$881.00	\$0.00	\$881.00
FLYCORP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,707.00	\$0.00	\$1,707.00
FLYING FIGHTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$29.00	\$0.00	\$29.00
FLYING KOMODO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
FLYITON PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,503.00	\$0.00	\$4,503.00
FLYLINK AVIATION COLLEGE	\$0.00	\$0.00	\$0.00	\$0.00	\$1,054.00	\$0.00	\$1,054.00
FLYON HELICOPTERS	\$0.00	\$0.00	\$0.00	\$0.00	\$6,190.00	\$0.00	\$6,190.00
FLYOZ PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$303.00	\$0.00	\$303.00
FlyPelican	\$35,063.88	\$ 25,624.13	\$ 237,066.48	\$ 161,891.34	\$0.00	\$272,130.36	\$187,515.47
FMG AIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$25,565.00	\$0.00	\$25,565.00
FMR INVESTMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$5,415.00	\$0.00	\$5,415.00
FORCE AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$257.00	\$0.00	\$257.00
FORMULA AIRCRAFT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$6,263.00	\$0.00	\$6,263.00
Fortescue Helicopters	\$2,637.95	\$0.00	\$0.00	\$0.00	\$64.00	\$2,637.95	\$64.00
FORTESCUE HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$117.00	\$0.00	\$117.00
FOX HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$46.00	\$0.00	\$46.00
FRANCAIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$278.00	\$0.00	\$278.00
FRANK STYNMAN	\$0.00	\$0.00	\$0.00	\$0.00	\$1,368.00	\$0.00	\$1,368.00
FRANK YOUNG	\$0.00	\$0.00	\$0.00	\$0.00	\$395.00	\$0.00	\$395.00
FRAZER SULLIVAN PHILLIPS	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$0.00	\$45.00
FRED (NT) PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$560.00	\$0.00	\$560.00
FREESTYLE AVIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$1,703.00	\$0.00	\$1,703.00
FRESHWATER HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$90.00
FRONTIER HELICOPTERS	\$0.00	\$0.00	\$0.00	\$0.00	\$177.00	\$0.00	\$177.00
FTA QUEENSLAND	\$0.00	\$0.00	\$0.00	\$0.00	\$1,924.00	\$0.00	\$1,924.00
FULL THROTTLE AERO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,853.00	\$0.00	\$2,853.00
FUTURE HEALTH SCREEN PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$304.00	\$0.00	\$304.00
FUTURISTIC SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$650.00	\$0.00	\$650.00
G BRADSHAW	\$0.00	\$0.00	\$0.00	\$0.00	\$552.00	\$0.00	\$552.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
GAMBAMORA INDUSTRIES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,297.00	\$0.00	\$2,297.00
GANDEL INVESTMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$9,228.00	\$0.00	\$9,228.00
GARETH LLOYD	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$0.00	\$45.00
GARRY DOLLIN	\$0.00	\$0.00	\$0.00	\$0.00	\$51.00	\$0.00	\$51.00
GARY CRIDDLE	\$0.00	\$0.00	\$0.00	\$0.00	\$93.00	\$0.00	\$93.00
GARY SANDERSON	\$0.00	\$0.00	\$0.00	\$0.00	\$176.00	\$0.00	\$176.00
GAWNE AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00	\$0.00	\$40.00
GELTCH ENTERPRISES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$320.00	\$0.00	\$320.00
GEMSTAR AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
GENERAL AVIATION MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$98,446.00	\$0.00	\$98,446.00
GEOFFREY MORRIS	\$0.00	\$0.00	\$0.00	\$0.00	\$59.00	\$0.00	\$59.00
GEOFFREY FITZPATRICK	\$0.00	\$0.00	\$0.00	\$0.00	\$223.00	\$0.00	\$223.00
GEORGE BOURNE & ASSOCIATES	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
GEORGINA PASTORAL COMPANY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$105.00	\$0.00	\$105.00
GEOSURVEY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
Geraldton Air Charter Pty Ltd	\$2,500.00	\$2,500.00	\$0.00	\$0.00		\$2,500.00	\$2,500.00
GERARD MERCHANT	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
GERARD REITER	\$0.00	\$0.00	\$0.00	\$0.00	\$126.00	\$0.00	\$126.00
GF AIRSIDE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$543.00	\$0.00	\$543.00
GK INVEST CO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$425.00	\$0.00	\$425.00
GLADSTONE AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$920.00	\$0.00	\$920.00
GLEN FRANKLIN	\$0.00	\$0.00	\$0.00	\$0.00	\$6.00	\$0.00	\$6.00
GLENBRECK PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$211.00	\$0.00	\$211.00
GLENMAC PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
GLENMEADOWS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$72.00	\$0.00	\$72.00
GLENMORE PARK PLUMBING & DRAINAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$891.00	\$0.00	\$891.00
GLENN LLEWELLYN COLLETT	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
GLEYN WHITE	\$0.00	\$0.00	\$0.00	\$0.00	\$68.00	\$0.00	\$68.00
GLOBAL BALLOONING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00	\$0.00	\$2.00
GNATSUM II PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
GOAIR PRODUCTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$105.00	\$0.00	\$105.00
GOJET PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$8,992.00	\$0.00	\$8,992.00
GOL GOL HOLDINGS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$54.00	\$0.00	\$54.00
GOLDFIELD AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$7.00	\$0.00	\$7.00
GOONOO GOONOO PASTORAL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$630.00	\$0.00	\$630.00
GOSTNER AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$661.00	\$0.00	\$661.00
GOULBURN AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$44.00	\$0.00	\$44.00
GOZAR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$427.00	\$0.00	\$427.00
GRADOW PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$267.00	\$0.00	\$267.00
GRAEME D SAMUELS	\$0.00	\$0.00	\$0.00	\$0.00	\$72.00	\$0.00	\$72.00
GRAEME IAN HENDERSON	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00
GRAEME STANLEY ROOKE	\$0.00	\$0.00	\$0.00	\$0.00	\$77.00	\$0.00	\$77.00
GRAHAM HOWARD C LEEMBRUGGEN	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00
GRAHAM L BROWN	\$0.00	\$0.00	\$0.00	\$0.00	\$9.00	\$0.00	\$9.00
GRAHAM LESLIE EVANS	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
GRAHAM LIBRERI	\$0.00	\$0.00	\$0.00	\$0.00	\$79.00	\$0.00	\$79.00
GRAINTECH GROUP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
GRANT SINDELAR	\$0.00	\$0.00	\$0.00	\$0.00	\$406.00	\$0.00	\$406.00
GRANULAR PRODUCTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00	\$0.00	\$193.00
GREAT BARRIER REEF HELICOPTERS	\$0.00	\$0.00	\$0.00	\$0.00	\$6,428.00	\$0.00	\$6,428.00
Great Western Aviation	\$2,482.00	\$1,671.93	\$0.00	\$0.00	\$4,373.00	\$2,482.00	\$6,044.93
GREENLIP NOMINEES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$506.00	\$0.00	\$506.00
GREENSILL AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,568.00	\$0.00	\$3,568.00
GREGORY DILLENBECK	\$0.00	\$0.00	\$0.00	\$0.00	\$403.00	\$0.00	\$403.00
GREGORY HEXTALL	\$0.00	\$0.00	\$0.00	\$0.00	\$184.00	\$0.00	\$184.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
GREGORY JOHN GARWOOD	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
GREGORY R BALL	\$0.00	\$0.00	\$0.00	\$0.00	\$170.00	\$0.00	\$170.00
GRIFFIN AVIATION P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	\$22.00
GROLLO AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$597.00	\$0.00	\$597.00
GSL GROUP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,110.00	\$0.00	\$4,110.00
GUARDIAN AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
GULF AIRCRAFT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$8,384.00	\$0.00	\$8,384.00
GULF COAST AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$909.00	\$0.00	\$909.00
GUNN RESOURCES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$806.00	\$0.00	\$806.00
Gunter Schreiber	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
GUY HANSON	\$0.00	\$0.00	\$0.00	\$0.00	\$825.00	\$0.00	\$825.00
H P REISS	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
HAEUSLER'S GROUP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
HALL PLANT HIRE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$44.00	\$0.00	\$44.00
HALSTEAD AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$482.00	\$0.00	\$482.00
HANDEL AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$5,781.00	\$0.00	\$5,781.00
Hardy Aviation (N.T.) Pty Ltd	\$61,979.00	\$0.00	\$0.00	\$0.00	\$9,091.00	\$61,979.00	\$9,091.00
HARLEY CITY PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$132.00	\$0.00	\$132.00
HAROLD G R PATTEN	\$0.00	\$0.00	\$0.00	\$0.00	\$264.00	\$0.00	\$264.00
HARRISON FLIGHT HOLDINGS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$26.00	\$0.00	\$26.00
HARRJENN PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$28.00	\$0.00	\$28.00
HARRY THOMAS WIGHTMAN	\$0.00	\$0.00	\$0.00	\$0.00	\$114.00	\$0.00	\$114.00
HARTCORP ENTERPRISES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$11,848.00	\$0.00	\$11,848.00
HARVEY BLACK GROUP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$127.00	\$0.00	\$127.00
HASTINGS FIGHTER FLIGHTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
HAWKER PACIFIC PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$199.00	\$0.00	\$199.00
HAYDEN REES JONES	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00
HAYDN CAWTHORNE SALE	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$0.00	\$70.00

Applicant name	Fuel Excise Rebate: Grant	Fuel Excise Rebate Paid	Security Charge Rebate	Security Charge Rebate	Air Services Charges	Total Grant Allocation (Fuel	Total Waived and Paid (Total
	Allocation		Allocation	Paid	Waived	and Security)	Benefit)
Hazair Pty Ltd	\$4,000.00	\$2,043.67	\$0.00	\$0.00	\$290.00	\$4,000.00	\$2,333.67
HELI AUST WHITSUNDAYS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,362.00	\$0.00	\$4,362.00
HELI HIRE AUSTALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,805.00	\$0.00	\$3,805.00
HELI QLD PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$194.00	\$0.00	\$194.00
HELI SCENIC FLIGHTS & TRAINING P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$63.00	\$0.00	\$63.00
HELI SURVEYS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$125.00	\$0.00	\$125.00
HELICOPTER FILM SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00	\$0.00	\$193.00
HELICOPTER LOGISTICS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00
HELICOPTER RESOURCES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$13.00
HELICOPTER TRANSPORT & TRAINING	\$0.00	\$0.00	\$0.00	\$0.00	\$6,424.00	\$0.00	\$6,424.00
HELICOPTERS AUSTRALIA HOLDINGS P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$184.00	\$0.00	\$184.00
HELICOPTERS TOWNSVILLE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$674.00	\$0.00	\$674.00
HELICORP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$63,583.00	\$0.00	\$63,583.00
Helicraft Pty Ltd	\$ 410.58	\$0.00	\$0.00	\$0.00	\$306.00	\$410.58	\$306.00
HELIFLY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,555.00	\$0.00	\$1,555.00
HeliSpirit (Helicopter Film Services Pty Ltd)	\$2,500.00	\$1,394.40	\$0.00	\$0.00	\$422.00	\$2,500.00	\$1,816.40
HELISTAR AVIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$3,240.00	\$0.00	\$3,240.00
HELISX PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,134.00	\$0.00	\$1,134.00
Helitec	\$ 332.80	\$ 89.02	\$0.00	\$0.00	\$0.00	\$332.80	\$89.02
HELITRAMP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$264.00	\$0.00	\$264.00
HELIWEST	\$0.00	\$0.00	\$0.00	\$0.00	\$3,455.00	\$0.00	\$3,455.00
HELIWORK QLD PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$26.00	\$0.00	\$26.00
HENADECK PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$309.00	\$0.00	\$309.00
HERBERT REAL ESTATE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$76.00	\$0.00	\$76.00
HEVILIFT AUST (FIXED WING) P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$186,438.00	\$0.00	\$186,438.00
Hevilift Australia (Fixed Wing) Pty Ltd	\$72,902.00	\$0.00	\$ 400,000.00	\$0.00	\$25,158.00	\$472,902.00	\$25,158.00
HEWITT CATTLE AUSTRALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,252.00	\$0.00	\$1,252.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
HILLEGARD MULLER SAAYMAN	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00	\$0.00	\$56.00
Hinterland Aviation	\$12,739.22	\$0.00	\$0.00	\$0.00	\$42,375.00	\$12,739.22	\$42,375.00
HIRE-A-PLANE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
HNZ AUSTRALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$48,816.00	\$0.00	\$48,816.00
HOLYPEAK PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,752.00	\$0.00	\$4,752.00
HOMADA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,383.00	\$0.00	\$2,383.00
HOPE ESTATE EVENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,337.00	\$0.00	\$2,337.00
HOWE AIRCRAFT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$669.00	\$0.00	\$669.00
HOYHAUL PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
HUNT AEROSPACE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$9.00	\$0.00	\$9.00
HUNTER HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$12.00	\$0.00	\$12.00
HUNTER REGION SLSA HELICOPTER	\$0.00	\$0.00	\$0.00	\$0.00	\$16,489.00	\$0.00	\$16,489.00
I J ROBINSON	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$0.00	\$60.00
13 INVESTMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$330.00	\$0.00	\$330.00
IAN BRUNT	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
IAN I KUCHEL	\$0.00	\$0.00	\$0.00	\$0.00	\$221.00	\$0.00	\$221.00
IAN JOHN HILL	\$0.00	\$0.00	\$0.00	\$0.00	\$174.00	\$0.00	\$174.00
IAN KYLE CARNEY	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$0.00	\$60.00
IAN MACGIBBON	\$0.00	\$0.00	\$0.00	\$0.00	\$1,970.00	\$0.00	\$1,970.00
IAN MEWETT	\$0.00	\$0.00	\$0.00	\$0.00	\$166.00	\$0.00	\$166.00
IAN WARBURTON	\$0.00	\$0.00	\$0.00	\$0.00	\$131.00	\$0.00	\$131.00
IANS HOLDINGS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$46.00	\$0.00	\$46.00
ICM AUSTRALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$292.00	\$0.00	\$292.00
IDEVICES CORPORATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
IMPECCABLY DRIVEN PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$902.00	\$0.00	\$902.00
IMPI AIR PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$48.00	\$0.00	\$48.00
INDARRA HOLDINGS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$42.00	\$0.00	\$42.00
INNOVAERO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$275.00	\$0.00	\$275.00
INSPIRE AVIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$428.00	\$0.00	\$428.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
INTEGRAL DIGITAL	\$0.00	\$0.00	\$0.00	\$0.00	\$1,443.00	\$0.00	\$1,443.00
INTEGRITY FRANCHISING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$177.00	\$0.00	\$177.00
INTERAIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,748.00	\$0.00	\$1,748.00
INTERIOR DEVELOPMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$130.00	\$0.00	\$130.00
INTERNATIONAL AVIATION ALLIANCE P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$123.00	\$0.00	\$123.00
INVERTED WOMBATS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$53.00	\$0.00	\$53.00
IOR PETROLEUM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,456.00	\$0.00	\$1,456.00
IRELAND BROWN PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00
ISLAND REEF HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$24.00	\$0.00	\$24.00
Istlecote t/a Seair Pacific	\$15,600.00	\$0.00	\$0.00	\$0.00	\$9,052.00	\$15,600.00	\$9,052.00
IVAN ERCEG	\$0.00	\$0.00	\$0.00	\$0.00	\$979.00	\$0.00	\$979.00
J & J AVIATION-M'BBIN FLY.SRV.	\$0.00	\$0.00	\$0.00	\$0.00	\$19,446.00	\$0.00	\$19,446.00
J GROUP AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,406.00	\$0.00	\$2,406.00
J J KEMPTON	\$0.00	\$0.00	\$0.00	\$0.00	\$299.00	\$0.00	\$299.00
J R WILKINSON	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
JACQUELINE ESTELLE BOLSOVER	\$0.00	\$0.00	\$0.00	\$0.00	\$31.00	\$0.00	\$31.00
JAI WRIGHT	\$0.00	\$0.00	\$0.00	\$0.00	\$2,020.00	\$0.00	\$2,020.00
JALOUSIE (AUST) PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$304.00	\$0.00	\$304.00
JAM RECORDINGS PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
JAMCO CONSTRUCTIONS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$48.00	\$0.00	\$48.00
JAMES AUSTIN ANAESTHETICS	\$0.00	\$0.00	\$0.00	\$0.00	\$374.00	\$0.00	\$374.00
JAMES M RITCHIE	\$0.00	\$0.00	\$0.00	\$0.00	\$24.00	\$0.00	\$24.00
JAMES MILLER	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
JAMES MORRISON	\$0.00	\$0.00	\$0.00	\$0.00	\$732.00	\$0.00	\$732.00
JAMES NUGENT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$96.00	\$0.00	\$96.00
JAMIESON OAKS INVESTMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$120.00	\$0.00	\$120.00
Jandakot Flight Centre Pty Ltd	\$0.00	\$0.00	\$0.00	\$0.00	\$4,494.00	\$0.00	\$4,494.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
JARRON AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
JASON MOORE	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
JASON THORN	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$0.00	\$45.00
JAY ANDERSON	\$0.00	\$0.00	\$0.00	\$0.00	\$190.00	\$0.00	\$190.00
JAY REHA EKINCI	\$0.00	\$0.00	\$0.00	\$0.00	\$1,365.00	\$0.00	\$1,365.00
JAYROW HELICOPTERS	\$0.00	\$0.00	\$0.00	\$0.00	\$219.00	\$0.00	\$219.00
JEAN-JACQUES BELY	\$0.00	\$0.00	\$0.00	\$0.00	\$203.00	\$0.00	\$203.00
JEFFREY HUTCHINSON	\$0.00	\$0.00	\$0.00	\$0.00	\$285.00	\$0.00	\$285.00
JEFFREY STONEY	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
JEMASA INC	\$0.00	\$0.00	\$0.00	\$0.00	\$58.00	\$0.00	\$58.00
JENNIFER A GUST	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
JENNIFER SHIELD	\$0.00	\$0.00	\$0.00	\$0.00	\$29.00	\$0.00	\$29.00
JENSEN DATA SYSTEMS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$357.00	\$0.00	\$357.00
JEREMY HAMISH MOORE	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
JET CITY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$26,589.00	\$0.00	\$26,589.00
JETPOINT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,139.00	\$0.00	\$2,139.00
JETSTREAM ELECTRICAL P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$1,318.00	\$0.00	\$1,318.00
JEZEBEL ENTERPRISES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$90.00
JFC DARWIN PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,161.00	\$0.00	\$1,161.00
JILLIAN BUTLER	\$0.00	\$0.00	\$0.00	\$0.00	\$36.00	\$0.00	\$36.00
JJ AIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,595.00	\$0.00	\$1,595.00
JOHANNES PIETER VERMEULEN	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
JOHN A FERRARA	\$0.00	\$0.00	\$0.00	\$0.00	\$17.00	\$0.00	\$17.00
JOHN A McDERMOTT	\$0.00	\$0.00	\$0.00	\$0.00	\$447.00	\$0.00	\$447.00
JOHN BUCKLEY	\$0.00	\$0.00	\$0.00	\$0.00	\$68.00	\$0.00	\$68.00
JOHN CHALK	\$0.00	\$0.00	\$0.00	\$0.00	\$142.00	\$0.00	\$142.00
JOHN CHARLES PRICE	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
JOHN DIXON	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
JOHN EXCELL SHANASY	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
JOHN HARDING	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00
JOHN HOLGER A M BORGLUND	\$0.00	\$0.00	\$0.00	\$0.00	\$95.00	\$0.00	\$95.00
JOHN LEWIS LIGHTFOOT	\$0.00	\$0.00	\$0.00	\$0.00	\$13,073.00	\$0.00	\$13,073.00
JOHN MIALL	\$0.00	\$0.00	\$0.00	\$0.00	\$4.00	\$0.00	\$4.00
JOHN NADER	\$0.00	\$0.00	\$0.00	\$0.00	\$39.00	\$0.00	\$39.00
JOHN S M RABY	\$0.00	\$0.00	\$0.00	\$0.00	\$182.00	\$0.00	\$182.00
JOHN SAAD	\$0.00	\$0.00	\$0.00	\$0.00	\$191.00	\$0.00	\$191.00
JOHN WILLIAM BROWNE	\$0.00	\$0.00	\$0.00	\$0.00	\$55.00	\$0.00	\$55.00
JOSEPH DANIEL CORY	\$0.00	\$0.00	\$0.00	\$0.00	\$39.00	\$0.00	\$39.00
JOSEPH HEAZLEWOOD	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
JOURNEY BEYOND ADVENTURES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$26.00	\$0.00	\$26.00
JULIE MAREE TELFER	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
K D IVERSEN	\$0.00	\$0.00	\$0.00	\$0.00	\$240.00	\$0.00	\$240.00
KAKADU AIR SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$24.00	\$0.00	\$24.00
KANE HELICOPTER SERVICES P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$662.00	\$0.00	\$662.00
KARINGAL AIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$334.00	\$0.00	\$334.00
KATHCHELLE DEVELOPMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$357.00	\$0.00	\$357.00
Katherine Aviation	\$8,000.00	\$0.00	\$0.00	\$0.00	\$75.00	\$8,000.00	\$75.00
KATHRYN JANE PORGES	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
KATIE MATHEW	\$0.00	\$0.00	\$0.00	\$0.00	\$167.00	\$0.00	\$167.00
KEANSIX PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
KEITH WEBB	\$0.00	\$0.00	\$0.00	\$0.00	\$34.00	\$0.00	\$34.00
KELAIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$345.00	\$0.00	\$345.00
KELSALL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,364.00	\$0.00	\$1,364.00
KEMPSEY FLYING CLUB LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
KENNEDY AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,660.00	\$0.00	\$2,660.00
KENNETH KWAN	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00	\$0.00	\$360.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
KENT STREET HIGH SCHOOL	\$0.00	\$0.00	\$0.00	\$0.00	\$263.00	\$0.00	\$263.00
KERRY MASON	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
KEVIN PEATT	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
KEVIN STUART LAMB	\$0.00	\$0.00	\$0.00	\$0.00	\$28.00	\$0.00	\$28.00
KEVIN WARREN	\$0.00	\$0.00	\$0.00	\$0.00	\$79.00	\$0.00	\$79.00
KIERAN BROWN	\$0.00	\$0.00	\$0.00	\$0.00	\$63.00	\$0.00	\$63.00
KIMBER PROJECT MANAGEMENT P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$416.00	\$0.00	\$416.00
KIMBERLEY AIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,136.00	\$0.00	\$2,136.00
King Island Airlines	\$2,537.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,537.00	\$0.00
KING LEOPOLD AIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$6,106.00	\$0.00	\$6,106.00
KIOWA AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$0.00	\$60.00
Kirkhope Aviation	\$1,986.00	\$912.97	\$0.00	\$0.00	\$0.00	\$1,986.00	\$912.97
KIRRELL DEAN KEVIN	\$0.00	\$0.00	\$0.00	\$0.00	\$179.00	\$0.00	\$179.00
KIRSH AIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$660.00	\$0.00	\$660.00
KMD AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$521.00	\$0.00	\$521.00
KONSTANDINOS ZISOS	\$0.00	\$0.00	\$0.00	\$0.00	\$392.00	\$0.00	\$392.00
KOOLARDIE AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$877.00	\$0.00	\$877.00
KRAMWOOD AVIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$1,055.00	\$0.00	\$1,055.00
KUPARR AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$154.00	\$0.00	\$154.00
KYM ERROL BROUGHAM	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
L DAVIES	\$0.00	\$0.00	\$0.00	\$0.00	\$241.00	\$0.00	\$241.00
L DOBRINSKI	\$0.00	\$0.00	\$0.00	\$0.00	\$3,948.00	\$0.00	\$3,948.00
LAKE MACQUARIE HELICOPTERS	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00
LAPUTA GLOBAL TOURS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$308.00	\$0.00	\$308.00
LAWRENCE HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$412.00	\$0.00	\$412.00
LEARN TO FLY MELBOURNE	\$0.00	\$0.00	\$0.00	\$0.00	\$10,114.00	\$0.00	\$10,114.00
LEELAND SHARPE	\$0.00	\$0.00	\$0.00	\$0.00	\$308.00	\$0.00	\$308.00
LEIGH KERSHAW	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
LEO CANTERI	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$1.00

Applicant name	Fuel Excise	Fuel Excise	Security Charge Rebate	Security Charge Behate	Air Services	Total Grant	Total Waived
	Rebate: Grant Allocation	Rebate Paid	Allocation	Charge Rebate Paid	Charges Waived	Allocation (Fuel and Security)	and Paid (Total Benefit)
LEPPINGTON PASTORAL COMPANY	\$0.00	\$0.00	\$0.00	\$0.00	\$3,064.00	\$0.00	\$3,064.00
LEWIS THATCHER	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$150.00
LFG AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$9,704.00	\$0.00	\$9,704.00
Liddle's Aerial Spraying Pty Ltd	\$10,000.00	\$6,384.44	\$0.00	\$0.00	\$0.00	\$10,000.00	\$6,384.44
LIFEFLIGHT COMMERCIAL LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$171,542.00	\$0.00	\$171,542.00
LIFT AND DRIFT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00	\$0.00	\$360.00
LILYDALE FLYING SCHOOL	\$0.00	\$0.00	\$0.00	\$0.00	\$3,230.00	\$0.00	\$3,230.00
LINCOLN AIR CHARTER PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$171.00	\$0.00	\$171.00
LINCOLN D JONES	\$0.00	\$0.00	\$0.00	\$0.00	\$84.00	\$0.00	\$84.00
LINDSAY MATTHEWS	\$0.00	\$0.00	\$0.00	\$0.00	\$66.00	\$0.00	\$66.00
LITTLE AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,985.00	\$0.00	\$3,985.00
LITTLE WINGS LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$1,972.00	\$0.00	\$1,972.00
LIZERO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$253.00	\$0.00	\$253.00
LLOYD HELICOPTERS	\$0.00	\$0.00	\$0.00	\$0.00	\$98,855.00	\$0.00	\$98,855.00
Lonoaks Pty Ltd atf Superair Unit	\$3,240.00	\$4,633.54	\$0.00	\$0.00	\$0.00	\$3,240.00	\$4,633.54
Trust							
LORRAINE PASTORAL CO P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$6.00	\$0.00	\$6.00
LUKE MADER	\$0.00	\$0.00	\$0.00	\$0.00	\$160.00	\$0.00	\$160.00
LYNETTE GRAY	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00	\$0.00	\$193.00
M A PIGOTT	\$0.00	\$0.00	\$0.00	\$0.00	\$149.00	\$0.00	\$149.00
M J McFADYEN	\$0.00	\$0.00	\$0.00	\$0.00	\$132.00	\$0.00	\$132.00
M W POWER	\$0.00	\$0.00	\$0.00	\$0.00	\$46.00	\$0.00	\$46.00
MABENA PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$2,083.00	\$0.00	\$2,083.00
MACARTHUR JET CHARTER PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,105.00	\$0.00	\$2,105.00
Machjet International Pty Ltd	\$11,690.18	\$3,315.01	\$ 500.00	\$ 1,979.00	\$5,982.00	\$12,190.18	\$11,276.01
MACKAY TIGER MOTH MUSEUM INC	\$0.00	\$0.00	\$0.00	\$0.00	\$198.00	\$0.00	\$198.00
MACKELLAR MINING EQUIPMENT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,368.00	\$0.00	\$4,368.00
Macquarie Valley Agricultural Services	\$14,250.00	\$7,111.11	\$0.00	\$0.00	\$0.00	\$14,250.00	\$7,111.11

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
MADHENIAN PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$190.00	\$0.00	\$190.00
MADOG AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$337.00	\$0.00	\$337.00
MAF INTERNATIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$3.00	\$0.00	\$3.00
MAGNUS BADGER	\$0.00	\$0.00	\$0.00	\$0.00	\$12.00	\$0.00	\$12.00
MAJOR BLUE AIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,105.00	\$0.00	\$3,105.00
MALCOLM NICOLETTI	\$0.00	\$0.00	\$0.00	\$0.00	\$111.00	\$0.00	\$111.00
MALCOLM ROBERT COGHILL	\$0.00	\$0.00	\$0.00	\$0.00	\$18.00	\$0.00	\$18.00
MALIBU AIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$128.00	\$0.00	\$128.00
MAP DC3 PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$339.00	\$0.00	\$339.00
MARC SUMMERVILLE	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
MARGARET GILBERT	\$0.00	\$0.00	\$0.00	\$0.00	\$76.00	\$0.00	\$76.00
MARIO NOBRE	\$0.00	\$0.00	\$0.00	\$0.00	\$165.00	\$0.00	\$165.00
MARK DONALD BINSKIN	\$0.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$13.00
MARK FABIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$58.00	\$0.00	\$58.00
MARK L WARREN	\$0.00	\$0.00	\$0.00	\$0.00	\$159.00	\$0.00	\$159.00
MARK LADNER	\$0.00	\$0.00	\$0.00	\$0.00	\$422.00	\$0.00	\$422.00
MARK MCMURTRIE	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
MARK RENSHAW	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
MARK ROCHE	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
MARK ROESNER	\$0.00	\$0.00	\$0.00	\$0.00	\$174.00	\$0.00	\$174.00
MARK WILLIAM DENNES	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
Maroomba Airlines	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MARTIN BURRIDGE	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$90.00
MARTIN CHRISTOPHER WAITE	\$0.00	\$0.00	\$0.00	\$0.00	\$17.00	\$0.00	\$17.00
MARTIN LAWRENCE DANIELL	\$0.00	\$0.00	\$0.00	\$0.00	\$353.00	\$0.00	\$353.00
MASTERFLIGHT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
MATAKANA NOMINEES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$7,643.00	\$0.00	\$7,643.00
MATCHCOMBE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$95.00	\$0.00	\$95.00
MATT HALL RACING	\$0.00	\$0.00	\$0.00	\$0.00	\$4,501.00	\$0.00	\$4,501.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
MATTHEW WEBBER	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
MATTHEWS JOINERY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00
MAURICE H ROLFE	\$0.00	\$0.00	\$0.00	\$0.00	\$68.00	\$0.00	\$68.00
MAX AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00
Maxem Aviation	\$13,545.96	\$2,149.86	\$0.00	\$ 213.47	\$9,171.00	\$13,545.96	\$11,534.33
MAXWELL WILLIAM LAMB	\$0.00	\$0.00	\$0.00	\$0.00	\$235.00	\$0.00	\$235.00
MB AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$161.00	\$0.00	\$161.00
MCCANN INVESTMENTS (VIC) PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$0.00	\$21.00
McDermott Aviation	\$60,000.00	\$30,007.04	\$0.00	\$0.00	\$5,691.00	\$60,000.00	\$35,698.04
McGilvray Aviation Pty Ltd t/a Cape Air Transport	\$6,000.00	\$3,017.27	\$0.00	\$0.00	\$0.00	\$6,000.00	\$3,017.27
MCMILLAN PASTORAL COMPANY P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00	\$0.00	\$2.00
MDH PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,507.00	\$0.00	\$1,507.00
Meandarra Aerial Spraying	\$17,929.00	\$9,252.53	\$0.00	\$0.00		\$17,929.00	\$9,252.53
MEDEX AERO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$853.00	\$0.00	\$853.00
MEDIKA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$324.00	\$0.00	\$324.00
MEEHAN TRADERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
MELBOURNE HELICOPTERS	\$0.00	\$0.00	\$0.00	\$0.00	\$6,634.00	\$0.00	\$6,634.00
MELBOURNE VIP CHARTER PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,303.00	\$0.00	\$3,303.00
MELQUIP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$13.00
MELREAM PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$48.00	\$0.00	\$48.00
MERIMBULA AIRCRAFT MAINTENANCE P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
MGS GROUP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
MICHAEL BROOME	\$0.00	\$0.00	\$0.00	\$0.00	\$42.00	\$0.00	\$42.00
MICHAEL COLLINS	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
MICHAEL D FLETCHER	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
MICHAEL DAVIES	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
MICHAEL GEORGE SEVERN	\$0.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$13.00
MICHAEL GERARD ALLEN	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
MICHAEL J MURPHY	\$0.00	\$0.00	\$0.00	\$0.00	\$270.00	\$0.00	\$270.00
MICHAEL MITCHELMORE	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
MICHAEL ROY DUNN	\$0.00	\$0.00	\$0.00	\$0.00	\$3,122.00	\$0.00	\$3,122.00
MICHAEL THOMAS	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
MICHAEL THOMAS PARRY	\$0.00	\$0.00	\$0.00	\$0.00	\$114.00	\$0.00	\$114.00
MICROFLITE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,460.00	\$0.00	\$1,460.00
MID DARLING AVIATION P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$124.00	\$0.00	\$124.00
MIDWEST AERIAL AG PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$182.00	\$0.00	\$182.00
MIKE JONES EARTHMOVING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$281.00	\$0.00	\$281.00
MIKE SPAULDING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$288.00	\$0.00	\$288.00
MILBRAE QUARRIES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,265.00	\$0.00	\$4,265.00
MILES THOMAS KENDELL	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$80.00
MINE TECH ENGINEERING &	\$0.00	\$0.00	\$0.00	\$0.00	\$42.00	\$0.00	\$42.00
CONSTRUCT.							
MINERALOGY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$40,377.00	\$0.00	\$40,377.00
MINOVATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,234.00	\$0.00	\$3,234.00
MISSION AVIATION FELLOWSHIP	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00	\$75.00
MITCHELL WATER AUSTRALIA PTY	\$0.00	\$0.00	\$0.00	\$0.00	\$5,489.00	\$0.00	\$5,489.00
LTD							
MKR CHOPPERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,970.00	\$0.00	\$4,970.00
MOBILE CARPET CLEANING FACTORY	\$0.00	\$0.00	\$0.00	\$0.00	\$3,268.00	\$0.00	\$3,268.00
MOLESWORTH AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,163.00	\$0.00	\$1,163.00
MONDURAN AERO CLUB INC	\$0.00	\$0.00	\$0.00	\$0.00	\$43.00	\$0.00	\$43.00
MOORABBIN AVIATION SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$22,551.00	\$0.00	\$22,551.00
MPS44 PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$320.00	\$0.00	\$320.00
MR LESTER PEMBERTON	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
MRA RACING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$36.00	\$0.00	\$36.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
MRK CONTRACTING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$762.00	\$0.00	\$762.00
MURRAY BRIDGE FLYING SCHOOL	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
MURRAY FREDERICK MOULE	\$0.00	\$0.00	\$0.00	\$0.00	\$32.00	\$0.00	\$32.00
MUSTANG HOLDINGS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,120.00	\$0.00	\$1,120.00
N A LONGFIELD & CO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$264.00	\$0.00	\$264.00
NAJARA ENTERPRISES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$650.00	\$0.00	\$650.00
NANTAY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$176,644.00	\$0.00	\$176,644.00
NARIC EQUIPMENT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$210.00	\$0.00	\$210.00
NATIONAL HELICOPTERS PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00	\$0.00	\$56.00
National Jet Express Pty Ltd (Cobham Aviation)	\$632,268.00	\$379,283.26	\$ 201,744.00	\$114,046.97	\$163,565.00	\$834,012.00	\$656,895.23
NATIONAL JET SYSTEMS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,360,924.00	\$0.00	\$1,360,924.00
NAUTILUS AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$7,320.00	\$0.00	\$7,320.00
NAVAJO BROS	\$0.00	\$0.00	\$0.00	\$0.00	\$568.00	\$0.00	\$568.00
NEIL DAVIS	\$0.00	\$0.00	\$0.00	\$0.00	\$218.00	\$0.00	\$218.00
NEIL DEARBERG	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
NEIL REAR	\$0.00	\$0.00	\$0.00	\$0.00	\$51.00	\$0.00	\$51.00
NEIL WOODWARD	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$0.00	\$60.00
NEVILLE S PRINGLE	\$0.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$13.00
NEW DAY AVIATION SERVICES P/LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$63.00	\$0.00	\$63.00
NEW ENGLAND AIR TRAINING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
NICHOLAS SIECZKOWSKI	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
NICHOLAS WILLIAM MADDOCKS	\$0.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$13.00
NICKNAK AIRWAYS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$477.00	\$0.00	\$477.00
NICOLA THOMAS	\$0.00	\$0.00	\$0.00	\$0.00	\$441.00	\$0.00	\$441.00
NICOLAS D VAN DER WALT	\$0.00	\$0.00	\$0.00	\$0.00	\$9.00	\$0.00	\$9.00
NIGEL BROWN	\$0.00	\$0.00	\$0.00	\$0.00	\$563.00	\$0.00	\$563.00
NIGEL ELLIS	\$0.00	\$0.00	\$0.00	\$0.00	\$26.00	\$0.00	\$26.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
NIGEL JOHN FOTHERINGHAM	\$0.00	\$0.00	\$0.00	\$0.00	\$162.00	\$0.00	\$162.00
NIGEL ROSS LONG	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
NO HANDS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$445.00	\$0.00	\$445.00
NORTH AUSTRALIAN HELICOPTERS	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00	\$0.00	\$2.00
North Queensland Aero Club	\$1,328.00	\$436.00	\$0.00	\$0.00	\$0.00	\$1,328.00	\$436.00
NORTHAM AERO CLUB INC	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
Northern Air Charters - Fly Australia Charter	\$0.00	\$0.00	\$0.00	\$0.00	\$1,792.00	\$0.00	\$1,792.00
Northern NSW Helicopter Rescue Service Ltd	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00
NORTHERN TERRITORY AIRSERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$4,341.00	\$0.00	\$4,341.00
NQ HELI-WORX PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,969.00	\$0.00	\$1,969.00
NSW POLICE FORCE	\$0.00	\$0.00	\$0.00	\$0.00	\$24,977.00	\$0.00	\$24,977.00
NTH QLD MUSTERING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
NTR INVEST PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$603.00	\$0.00	\$603.00
OBARA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
OBERON AVIATION SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$307.00	\$0.00	\$307.00
OCEAN ECOLOGY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$923.00	\$0.00	\$923.00
OCTA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$119.00	\$0.00	\$119.00
OLEG KUZNETSOV	\$0.00	\$0.00	\$0.00	\$0.00	\$217.00	\$0.00	\$217.00
OLSSON-AG PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,507.00	\$0.00	\$1,507.00
OM AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$68.00	\$0.00	\$68.00
OMNI AVIATION SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$244.00	\$0.00	\$244.00
ONYX AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$94.00	\$0.00	\$94.00
ORANGE HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$240.00	\$0.00	\$240.00
ORMONDE R BUTLER	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00	\$0.00	\$2.00
Otway Helicopters	\$1,813.56	\$0.00	\$0.00	\$0.00	\$0.00	\$1,813.56	\$0.00
OUTBACK SPIRIT TOURS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$357.00	\$0.00	\$357.00
OUTLINE GLOBAL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$554.00	\$0.00	\$554.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
OWEN LLOYD CREES	\$0.00	\$0.00	\$0.00	\$0.00	\$133.00	\$0.00	\$133.00
OXFORD AVIATION ACADEMY (AUSTRALIA)	\$0.00	\$0.00	\$0.00	\$0.00	\$32,318.00	\$0.00	\$32,318.00
OZ RUNWAYS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$0.00	\$140.00
P ANDRONICOU	\$0.00	\$0.00	\$0.00	\$0.00	\$110.00	\$0.00	\$110.00
P BANKS	\$0.00	\$0.00	\$0.00	\$0.00	\$365.00	\$0.00	\$365.00
P J FITZGERALD	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
P S CRAWFORD	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
PACED INVESTMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$215.00	\$0.00	\$215.00
PACIFIC AIR EXPRESS (NSW)	\$0.00	\$0.00	\$0.00	\$0.00	\$896.00	\$0.00	\$896.00
PACIFIC FLIGHT SERVICES (AUS) PTY L	\$0.00	\$0.00	\$0.00	\$0.00	\$1,282.00	\$0.00	\$1,282.00
PACIFIC JETS LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$137.00	\$0.00	\$137.00
PACIFIC SKY AVIATION INC	\$0.00	\$0.00	\$0.00	\$0.00	\$959.00	\$0.00	\$959.00
PADAMUS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
PARILLA PREMIUM POTATOES	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
PASPALEY PEARLING COMPANY P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$8,023.00	\$0.00	\$8,023.00
PATHFINDER AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$5,524.00	\$0.00	\$5,524.00
PATON AIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$89.00	\$0.00	\$89.00
PATRICK DEIGAN	\$0.00	\$0.00	\$0.00	\$0.00	\$32.00	\$0.00	\$32.00
PAUL ARTHUR CRONJE	\$0.00	\$0.00	\$0.00	\$0.00	\$133.00	\$0.00	\$133.00
PAUL BROMLEY	\$0.00	\$0.00	\$0.00	\$0.00	\$28.00	\$0.00	\$28.00
PAUL GEOFFREY SMART	\$0.00	\$0.00	\$0.00	\$0.00	\$9.00	\$0.00	\$9.00
PAUL GERARD RUSHTON	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
PAUL GOODMAN	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
PAUL HICKS	\$0.00	\$0.00	\$0.00	\$0.00	\$46.00	\$0.00	\$46.00
PAUL JAMES MCKENNA	\$0.00	\$0.00	\$0.00	\$0.00	\$36.00	\$0.00	\$36.00
PAUL LUCAS	\$0.00	\$0.00	\$0.00	\$0.00	\$27.00	\$0.00	\$27.00
PAUL LYONS AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$6,758.00	\$0.00	\$6,758.00
PAUL MARIS NAISH	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$0.00	\$60.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
PAUL RAMSAY	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00
PAUL RAYMOND MCMARTIN	\$0.00	\$0.00	\$0.00	\$0.00	\$316.00	\$0.00	\$316.00
PAUL SIMPSON	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
PAUL SMITH	\$0.00	\$0.00	\$0.00	\$0.00	\$406.00	\$0.00	\$406.00
PAUL WILLIAM MCCOOEY	\$0.00	\$0.00	\$0.00	\$0.00	\$51.00	\$0.00	\$51.00
PAUL YATES	\$0.00	\$0.00	\$0.00	\$0.00	\$232.00	\$0.00	\$232.00
PAY'S AIR SERVICE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,050.00	\$0.00	\$1,050.00
Pays Helicopters Ptd Ltd t/a Pays Air Charter	\$2,642.00	\$1,679.43	\$0.00	\$0.00	\$1,708.00	\$2,642.00	\$3,387.43
PEARSON AVIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00
PEGASUS AIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,788.00	\$0.00	\$4,788.00
PEGASUS AIR SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,287.00	\$0.00	\$2,287.00
PEGASUS AVIATION QLD PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$104.00	\$0.00	\$104.00
Pel-Air Aviation Pty Ltd (REX)	\$46,000.00	\$ 47,432.77	\$16,000.00	\$ 145.35	\$104,257.00	\$62,000.00	\$151,835.12
PELICAN AIRLINES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$74,151.00	\$0.00	\$74,151.00
Penjet Pty Ltd	\$70,000.00	\$0.00	\$0.00	\$0.00	\$59,728.00	\$70,000.00	\$59,728.00
PESCA AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$325.00	\$0.00	\$325.00
PETER A REJTO	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$0.00	\$21.00
PETER ADAM BOND	\$0.00	\$0.00	\$0.00	\$0.00	\$628.00	\$0.00	\$628.00
PETER ANDREW SWIFT	\$0.00	\$0.00	\$0.00	\$0.00	\$36.00	\$0.00	\$36.00
PETER BINI ADVANCED FLIGHT TRAINING	\$0.00	\$0.00	\$0.00	\$0.00	\$3,586.00	\$0.00	\$3,586.00
PETER CLIFFORD MIDDLETON	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
PETER COLIN WILLIAMS	\$0.00	\$0.00	\$0.00	\$0.00	\$440.00	\$0.00	\$440.00
PETER DISHER	\$0.00	\$0.00	\$0.00	\$0.00	\$27.00	\$0.00	\$27.00
PETER EDWARD GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$288.00	\$0.00	\$288.00
PETER GRAHAM JONES	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
PETER HERBERT BRENNEN	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
PETER JAMES KABLE	\$0.00	\$0.00	\$0.00	\$0.00	\$320.00	\$0.00	\$320.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
PETER JOHN KELLY	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
PETER JOHNSON	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$0.00	\$60.00
PETER JOHNSTONE	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
PETER MILNE	\$0.00	\$0.00	\$0.00	\$0.00	\$773.00	\$0.00	\$773.00
PETER MORRISON	\$0.00	\$0.00	\$0.00	\$0.00	\$124.00	\$0.00	\$124.00
PETER NICHOLAS DUBROVICH	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$90.00
PETER PAGAC	\$0.00	\$0.00	\$0.00	\$0.00	\$32.00	\$0.00	\$32.00
PETER RAYMOND HUISH	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	\$22.00
PETER RAYMOND MOGG	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$1.00
PETER ROBERT JARVIE	\$0.00	\$0.00	\$0.00	\$0.00	\$195.00	\$0.00	\$195.00
PETER RUSSELL	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
PETER SAINT	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
PETER SCOTT	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
PETER SYMONS	\$0.00	\$0.00	\$0.00	\$0.00	\$94.00	\$0.00	\$94.00
PHI INTERNATIONAL AUSTRALIA	\$0.00	\$0.00	\$0.00	\$0.00	\$51,053.00	\$0.00	\$51,053.00
PHIL ONIS	\$0.00	\$0.00	\$0.00	\$0.00	\$4,351.00	\$0.00	\$4,351.00
PHIL UNICOMB AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00	\$0.00	\$56.00
PHILIP A FRAWLEY	\$0.00	\$0.00	\$0.00	\$0.00	\$241.00	\$0.00	\$241.00
PHILIP G H HOOPER	\$0.00	\$0.00	\$0.00	\$0.00	\$57.00	\$0.00	\$57.00
PHILIP JENSEN	\$0.00	\$0.00	\$0.00	\$0.00	\$52.00	\$0.00	\$52.00
PHILLIP WISE	\$0.00	\$0.00	\$0.00	\$0.00	\$151.00	\$0.00	\$151.00
PHOENIX AERO CLUB	\$0.00	\$0.00	\$0.00	\$0.00	\$1,614.00	\$0.00	\$1,614.00
PHOTOMAPPING SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$80.00
PHW AERO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$120.00	\$0.00	\$120.00
PILATUS AUSTRALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$10,945.00	\$0.00	\$10,945.00
PINE SOLUTIONS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
Pionair Australia Pty Ltd	\$0.00	\$0.00	\$0.00	\$0.00	\$57,975.00	\$0.00	\$57,975.00
PJ COLE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$614.00	\$0.00	\$614.00
PLANE THREE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,306.00	\$0.00	\$2,306.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
Platinum Aircraft Charter	\$12,420.00	\$0.00	\$0.00	\$0.00	\$ 13,512.00	\$12,420.00	\$13,512.00
PLATINUM HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$443.00	\$0.00	\$443.00
POOLHURST PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$356.00	\$0.00	\$356.00
PORT AUGUSTA AERO CLUB	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
PORT PIRIE FLYING GROUP INCORP	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
PRATT HOLDINGS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$30,378.00	\$0.00	\$30,378.00
Precision Aerial Mungindi	\$52,564.68	\$ 27,672.76	\$0.00	\$0.00	\$0.00	\$52,564.68	\$27,672.76
Precision Aerial St George	\$16,000.00	\$ 15,552.95	\$0.00	\$0.00	\$0.00	\$16,000.00	\$15,552.95
PREFERRED AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$0.00	\$45.00
PREMIER AERO PARTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$13.00
PRENDERGAST AND GRACE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$24.00	\$0.00	\$24.00
PRITHSON AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,263.00	\$0.00	\$1,263.00
PROFESSIONAL HELICOPTER SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$12,154.00	\$0.00	\$12,154.00
PROFESSIONAL JET AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$123.00	\$0.00	\$123.00
PROFESSIONAL PILOT TRAINING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$948.00	\$0.00	\$948.00
PROM COUNTRY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$136.00	\$0.00	\$136.00
PROVINCIAL AUTO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$79.00	\$0.00	\$79.00
PULSE AERO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,982.00	\$0.00	\$3,982.00
Qantas Group (QF, Sunstate, Eastern Australia, JQ, Network Aviation, Express Freighters Australia)	18,750,000.00	\$10,119,772.94	\$85,300,000.00	\$ 33,037,637.24	\$ 59,066,460.00	\$104,050,000.00	\$102,223,870.18
QUEENSLAND GOVERNMENT AIR	\$0.00	\$0.00	\$0.00	\$0.00	\$64,142.00	\$0.00	\$64,142.00
QUINDUS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$405.00	\$0.00	\$405.00
R B LOWDEN PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$25.00
R G GRACIE	\$0.00	\$0.00	\$0.00	\$0.00	\$24.00	\$0.00	\$24.00
R J PRIDDLE	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
R S MCINTYRE	\$0.00	\$0.00	\$0.00	\$0.00	\$144.00	\$0.00	\$144.00

Applicant name	Fuel Excise	Fuel Excise	Security Charge	Security	Air Services	Total Grant	Total Waived
	Rebate: Grant	Rebate Paid	Rebate	Charge Rebate	Charges	Allocation (Fuel	and Paid (Total
	Allocation		Allocation	Paid	Waived	and Security)	Benefit)
R T HAYS	\$0.00	\$0.00	\$0.00	\$0.00	\$264.00	\$0.00	\$264.00
R44 EXPLORATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$706.00	\$0.00	\$706.00
RAINBOW BEACH HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00
RAMAIR FLYING SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$868.00	\$0.00	\$868.00
RAMPS RIDGE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$423.00	\$0.00	\$423.00
RANGELANDS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$78.00	\$0.00	\$78.00
RAPPS SYSTEMS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
RAYMOND JOHN D TURNER	\$0.00	\$0.00	\$0.00	\$0.00	\$8.00	\$0.00	\$8.00
RAYTHEON AUSTRALIA EWTS	\$0.00	\$0.00	\$0.00	\$0.00	\$6.00	\$0.00	\$6.00
RAYWEB PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$262.00	\$0.00	\$262.00
RED BALLOON HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$825.00	\$0.00	\$825.00
REDCLIFFE AERO CLUB	\$0.00	\$0.00	\$0.00	\$0.00	\$1,646.00	\$0.00	\$1,646.00
REEF TO RANGE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
REGAL INNOVATIONS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$208.00	\$0.00	\$208.00
REGALAIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$971.00	\$0.00	\$971.00
Regional Express Holidngs Ltd (REX)	\$ 1,055,000.00	\$329,581.37	\$ 2,000,000.00	\$ 783,065.70	\$1,506,780.00	\$3,055,000.00	\$2,619,427.07
REHA RIZA EKINCI	\$0.00	\$0.00	\$0.00	\$0.00	\$3,125.00	\$0.00	\$3,125.00
REMOREX PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$9,871.00	\$0.00	\$9,871.00
RETSOF PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$218.00	\$0.00	\$218.00
REVESCO AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$27,441.00	\$0.00	\$27,441.00
RFDS Central Operations (SA)	\$ 110,000.00	\$ 70,477.14	\$0.00	\$0.00	\$290,897.00	\$110,000.00	\$361,374.14
RFDS Queensland	\$ 208,000.00	\$0.00	\$0.00	\$0.00	\$390,373.00	\$208,000.00	\$390,373.00
RFDS South Eastern (NSW)	\$ 126,600.00	\$0.00	\$0.00	\$0.00	\$305,660.00	\$126,600.00	\$305,660.00
RFDS Western Operations (WA)	\$ 162,539.00	\$105,236.65	\$0.00	\$0.00	\$304,752.00	\$162,539.00	\$409,988.65
RG BEOHM PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$401.00	\$0.00	\$401.00
RHCM PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$401.00	\$0.00	\$401.00
RICHARD BANKS	\$0.00	\$0.00	\$0.00	\$0.00	\$54.00	\$0.00	\$54.00
RICHARD G SATTLER	\$0.00	\$0.00	\$0.00	\$0.00	\$26.00	\$0.00	\$26.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
RICHARD HEATH	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00
RICHARD J DARLEY-JONES	\$0.00	\$0.00	\$0.00	\$0.00	\$130.00	\$0.00	\$130.00
RICHARD RACKLEY	\$0.00	\$0.00	\$0.00	\$0.00	\$24.00	\$0.00	\$24.00
RICHARD TALBOT	\$0.00	\$0.00	\$0.00	\$0.00	\$55.00	\$0.00	\$55.00
RICHCAFE PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$6.00	\$0.00	\$6.00
RICHMOND VALLEY AVIATION P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$18.00	\$0.00	\$18.00
RJS CHARTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$284.00	\$0.00	\$284.00
RM HOTEL GROUP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
R-MACH AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,493.00	\$0.00	\$4,493.00
ROBERT CHARLES TARRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$120.00	\$0.00	\$120.00
ROBERT DANIEL WIENCKE	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
ROBERT GABRIEL BLAIN	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
ROBERT GEORGE SIMPSON	\$0.00	\$0.00	\$0.00	\$0.00	\$9,287.00	\$0.00	\$9,287.00
ROBERT GOULD	\$0.00	\$0.00	\$0.00	\$0.00	\$376.00	\$0.00	\$376.00
ROBERT JOHN HARRIS	\$0.00	\$0.00	\$0.00	\$0.00	\$9.00	\$0.00	\$9.00
ROBERT KATTER	\$0.00	\$0.00	\$0.00	\$0.00	\$64.00	\$0.00	\$64.00
ROBERT MUSCATELLO	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
ROBERT NEEDHAM	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
ROBERT SMITH	\$0.00	\$0.00	\$0.00	\$0.00	\$128.00	\$0.00	\$128.00
ROBERT TERZI	\$0.00	\$0.00	\$0.00	\$0.00	\$36.00	\$0.00	\$36.00
ROBERT WATTERSON	\$0.00	\$0.00	\$0.00	\$0.00	\$48.00	\$0.00	\$48.00
ROCKLEA ABRASIVE BLASTING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$138.00	\$0.00	\$138.00
RODERICK MCLEOD	\$0.00	\$0.00	\$0.00	\$0.00	\$287.00	\$0.00	\$287.00
RODNEY A ROBERTSON	\$0.00	\$0.00	\$0.00	\$0.00	\$79.00	\$0.00	\$79.00
RODNEY MICHAEL JONES	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
ROGER AVERY	\$0.00	\$0.00	\$0.00	\$0.00	\$12.00	\$0.00	\$12.00
ROGER GRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$137.00	\$0.00	\$137.00
ROLAND DESLEY ELDER	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00	\$0.00	\$40.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
ROMAN CATHOLIC BISHOP- BROOME	\$0.00	\$0.00	\$0.00	\$0.00	\$192.00	\$0.00	\$192.00
RON ANGEL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
RONALD BYRON	\$0.00	\$0.00	\$0.00	\$0.00	\$239.00	\$0.00	\$239.00
RONALD CROSBY	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
RONCATO HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$8.00	\$0.00	\$8.00
RORY CAMPBELL REARDEN	\$0.00	\$0.00	\$0.00	\$0.00	\$262.00	\$0.00	\$262.00
ROSS AARON TEMPLETON	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
ROSS JOHN FRAME	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
ROSS WALZ	\$0.00	\$0.00	\$0.00	\$0.00	\$93.00	\$0.00	\$93.00
ROTOR FORCE AUSTRALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$18.00	\$0.00	\$18.00
Rotor Head Pty Ltd	\$5,000.00	\$0.00	\$0.00	\$0.00	\$132.00	\$5,000.00	\$132.00
ROTOR WEST PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,159.00	\$0.00	\$4,159.00
ROTORAIR AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$528.00	\$0.00	\$528.00
Rotor-Lift Aviation (Rotor-Lift Pty Ltd, Skyplan Australia Pty Ltd, Sky Trek Pty Ltd)	\$15,130.00	\$9,778.50	\$0.00	\$0.00	\$7,140.00	\$15,130.00	\$16,918.50
ROTORPOWER (HOLDINGS) PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$662.00	\$0.00	\$662.00
Rotorwest Pty Ltd t/a Heliwest	\$13,841.90	\$9,632.63	\$0.00	\$0.00	\$763.00	\$13,841.90	\$10,395.63
ROTORWING HELICOPTERS PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$249.00	\$0.00	\$249.00
ROWLEY & JENNY DEANE	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
ROWTAG PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$403.00	\$0.00	\$403.00
ROYAL AERO CLUB OF WA (INC)	\$0.00	\$0.00	\$0.00	\$0.00	\$2,126.00	\$0.00	\$2,126.00
ROYAL MELBOURNE INSTITUTE of TECHNO	\$0.00	\$0.00	\$0.00	\$0.00	\$2,858.00	\$0.00	\$2,858.00
Royal Newcastle Aero Club	\$1,109.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,109.00	\$0.00
ROYAL VICTORIAN AERO CLUB	\$0.00	\$0.00	\$0.00	\$0.00	\$29,205.00	\$0.00	\$29,205.00
RUDOLPH H ENGELBRECHT	\$0.00	\$0.00	\$0.00	\$0.00	\$160.00	\$0.00	\$160.00
Rural Air Work	\$14,935.20	\$0.00	\$0.00	\$0.00	\$0.00	\$14,935.20	\$0.00
RUSSELL AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$39.00	\$0.00	\$39.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
RUSSELL DAMIAN BUCHANAN	\$0.00	\$0.00	\$0.00	\$0.00	\$77.00	\$0.00	\$77.00
RUSSELL LUCAS	\$0.00	\$0.00	\$0.00	\$0.00	\$63.00	\$0.00	\$63.00
RUTTERFORD PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$44.00	\$0.00	\$44.00
RYAN ROGERS	\$0.00	\$0.00	\$0.00	\$0.00	\$285.00	\$0.00	\$285.00
S&S AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,720.00	\$0.00	\$1,720.00
SABSTALL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$5,927.00	\$0.00	\$5,927.00
SALT AIR SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$152.00	\$0.00	\$152.00
SAMUEL D RICHARDS	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
SAMUEL RANDAZZO	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$1.00
SAMUEL ROBERT BENNETT	\$0.00	\$0.00	\$0.00	\$0.00	\$98.00	\$0.00	\$98.00
SANDOVER PASTORAL COMPANY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$9.00	\$0.00	\$9.00
SANMOND INVESTMENT COMPANY	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
SASI PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$204.00	\$0.00	\$204.00
SCHOFIELDS FLYING CLUB LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$13,281.00	\$0.00	\$13,281.00
SCHULTZ EQUIPMENT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$320.00	\$0.00	\$320.00
SCOTT ALLEN	\$0.00	\$0.00	\$0.00	\$0.00	\$269.00	\$0.00	\$269.00
SCOTT DONALD COSTELLO	\$0.00	\$0.00	\$0.00	\$0.00	\$39.00	\$0.00	\$39.00
SCOTT LEWIS	\$0.00	\$0.00	\$0.00	\$0.00	\$977.00	\$0.00	\$977.00
SCOTT M SCHULZ	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
SCOTT PALMER	\$0.00	\$0.00	\$0.00	\$0.00	\$132.00	\$0.00	\$132.00
SCOUT ASSOC OF AUST NSW BRANCH	\$0.00	\$0.00	\$0.00	\$0.00	\$4,520.00	\$0.00	\$4,520.00
SDA & CO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$246.00	\$0.00	\$246.00
SEA TO SKY HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,202.00	\$0.00	\$1,202.00
SEAFORD HOLDINGS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	\$22.00
SECTANT PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$898.00	\$0.00	\$898.00
SEEKER AVIATION AUSTRALIA P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$13.00
SEIDLER PROPERTIES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$176.00	\$0.00	\$176.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
SELETAR JET CHARTER PTE LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,674.00	\$0.00	\$1,674.00
SELWYN BRUHL	\$0.00	\$0.00	\$0.00	\$0.00	\$26.00	\$0.00	\$26.00
SERAPHIM INVESTMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$440.00	\$0.00	\$440.00
SETANTA AVIATION PTY LID	\$0.00	\$0.00	\$0.00	\$0.00	\$9.00	\$0.00	\$9.00
SG AVIATION AUSTRALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$18,299.00	\$0.00	\$18,299.00
SGC HOLDINGS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$410.00	\$0.00	\$410.00
SHANE ALLEN	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
SHANE REES PASTORAL	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
Sharp Airlines	\$72,000.00	\$ 30,132.40	\$20,000.00	\$0.00	\$219,850.00	\$92,000.00	\$249,982.40
SHELDON HALL	\$0.00	\$0.00	\$0.00	\$0.00	\$192.00	\$0.00	\$192.00
SHERWOOD RIVER PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
SHINE AVIATION SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$2,385.00	\$0.00	\$2,385.00
Shoal Air	\$4,000.00	\$0.00	\$0.00	\$0.00	\$414.00	\$4,000.00	\$414.00
SHORLAND ENTERPRISES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$561.00	\$0.00	\$561.00
Shortstop Jet Charter Pty Ltd	\$6,000.00	\$2,487.32	\$0.00	\$0.00	\$20,546.00	\$6,000.00	\$23,033.32
SILVER LININGS AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,519.00	\$0.00	\$2,519.00
SILVER ROAD HOLDINGS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$72.00	\$0.00	\$72.00
SIMON BROMILEY	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
SIMON COLLINS	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
SIMON HELPS	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
SIMON HEUZENROEDER	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$0.00	\$60.00
SINGAPORE FLYING COLLEGE P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$8,426.00	\$0.00	\$8,426.00
SITA PRIVATE HOLDINGS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$488.00	\$0.00	\$488.00
SJT FLYING GROUP	\$0.00	\$0.00	\$0.00	\$0.00	\$187.00	\$0.00	\$187.00
Skippers Aviation	\$ 192,656.00	\$150,046.95	\$77,000.00	\$45,104.00	\$560,458.00	\$269,656.00	\$755,608.95
SKYDIVE NAGAMBIE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$18.00	\$0.00	\$18.00
SKYDIVE OZ PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$356.00	\$0.00	\$356.00
SKYHAWK AVIATION PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$158.00	\$0.00	\$158.00
SKYLANDS AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$27.00	\$0.00	\$27.00

	Rebate: Grant Allocation	Rebate Paid	Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
SKYLINE AVIATION GROUP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$592.00	\$0.00	\$592.00
SKYLINE AVIATION LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$221.00	\$0.00	\$221.00
SKYLINE ELECTRICAL NSW	\$0.00	\$0.00	\$0.00	\$0.00	\$183.00	\$0.00	\$183.00
SKYPLAN AUSTRALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,361.00	\$0.00	\$4,361.00
SKYTEK PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$325.00	\$0.00	\$325.00
SKYTRADERS P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$203,032.00	\$0.00	\$203,032.00
SKYTRADERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$8,836.00	\$0.00	\$8,836.00
SkyTrans	\$52,000.00	\$ 30,508.74	\$21,000.00	\$10,254.21	\$148,395.00	\$73,000.00	\$189,157.95
SLAWOMIR ZYGMUNT TOPOLSKI	\$0.00	\$0.00	\$0.00	\$0.00	\$28.00	\$0.00	\$28.00
SOAR AVIATION MELBOURNE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$6,108.00	\$0.00	\$6,108.00
SOAR AVIATION SYDNEY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,244.00	\$0.00	\$2,244.00
SOUTH AUSTRALIA POLICE	\$0.00	\$0.00	\$0.00	\$0.00	\$9,758.00	\$0.00	\$9,758.00
South Burnett Air Services Pty Ltd t/a Keyland Air Services	\$10,000.00	\$2,133.60	\$0.00	\$0.00	\$0.00	\$10,000.00	\$2,133.60
SOUTH COAST AIR CENTRE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
SOUTH WEST HELICOPTERS	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
SOUTHERN AIR CHARTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$371.00	\$0.00	\$371.00
SOUTHERN AIR SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,255.00	\$0.00	\$3,255.00
Southern Aviation Pty Ltd	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,500.00	\$0.00
SOUTHERN CORPORATE AIR CHARTER	\$0.00	\$0.00	\$0.00	\$0.00	\$65.00	\$0.00	\$65.00
SOUTHERN CROSS AIRCRAFT	\$0.00	\$0.00	\$0.00	\$0.00	\$13,406.00	\$0.00	\$13,406.00
SOUTHERN CROSS GLIDING CLUB INC	\$0.00	\$0.00	\$0.00	\$0.00	\$1,154.00	\$0.00	\$1,154.00
SOUTHERN CROSS INTERNATIONAL B.V.	\$0.00	\$0.00	\$0.00	\$0.00	\$3,400.00	\$0.00	\$3,400.00
SOUTHERN STAR WINDOWS P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$33.00	\$0.00	\$33.00
SOUTHFIELD PROPERTIES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$103.00	\$0.00	\$103.00
SPACER TECH PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
SPC FARMING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$673.00	\$0.00	\$673.00

Applicant name	Fuel Excise	Fuel Excise	Security Charge	Security	Air Services	Total Grant	Total Waived
	Rebate: Grant Allocation	Rebate Paid	Rebate Allocation	Charge Rebate Paid	Charges Waived	Allocation (Fuel and Security)	and Paid (Total Benefit)
SPECIAL MINING SERVICES P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$17,172.00	\$0.00	\$17,172.00
SPECIALIST HELICOPTERS	\$0.00	\$0.00	\$0.00	\$0.00	\$1,078.00	\$0.00	\$1,078.00
SPECTRUM AIR HIRE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$152.00	\$0.00	\$152.00
SPOOKFISH AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$58.00	\$0.00	\$58.00
Spray Tech Aviation	\$13,819.22	\$0.00	\$0.00	\$0.00	\$38.00	\$13,819.22	\$38.00
SR & DM HALL	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
SR HELI PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$13.00
SR22 FLYERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
SRE HOLDINGS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$473.00	\$0.00	\$473.00
Star Aviation	\$13,120.00	\$0.00	\$0.00	\$0.00	\$29,317.00	\$13,120.00	\$29,317.00
STARFLIGHT VICTORIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$10,592.00	\$0.00	\$10,592.00
STATE OF NEW SOUTH WALES	\$0.00	\$0.00	\$0.00	\$0.00	\$406.00	\$0.00	\$406.00
STATE OF QUEENSLAND	\$0.00	\$0.00	\$0.00	\$0.00	\$62,198.00	\$0.00	\$62,198.00
STATE WIDE INTERIORS PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
STEELWISE AUSTRALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$345.00	\$0.00	\$345.00
STEFFEN TOBIAS HOLZT	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
STELLA AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$122.00	\$0.00	\$122.00
STELLER PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$165.00	\$0.00	\$165.00
STEMAN PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
STEPHEN CLIFFORTH	\$0.00	\$0.00	\$0.00	\$0.00	\$184.00	\$0.00	\$184.00
STEPHEN KNIGHT	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
STEPHEN RICHARD FRASER	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
STEPHEN VICTOR LE LIEVRE	\$0.00	\$0.00	\$0.00	\$0.00	\$228.00	\$0.00	\$228.00
STEPHEN W GALE	\$0.00	\$0.00	\$0.00	\$0.00	\$266.00	\$0.00	\$266.00
STEVE MATAS	\$0.00	\$0.00	\$0.00	\$0.00	\$231.00	\$0.00	\$231.00
STEVEN ROBINSON	\$0.00	\$0.00	\$0.00	\$0.00	\$24.00	\$0.00	\$24.00
STEWART KEIR BRACKEN	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
STILTS AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$366.00	\$0.00	\$366.00
STIRLING CONSOLIDATED (QLD) P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$900.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
STIRLING HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$261.00	\$0.00	\$261.00
STIRLING ROBERT PRESTON	\$0.00	\$0.00	\$0.00	\$0.00	\$463.00	\$0.00	\$463.00
STRINGAIR VISION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$581.00	\$0.00	\$581.00
STUART CALING	\$0.00	\$0.00	\$0.00	\$0.00	\$1,136.00	\$0.00	\$1,136.00
STUART MACLEOD	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00	\$0.00	\$40.00
STUART R PHILLIPS	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
SUE'S ENTERPRISES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$17.00	\$0.00	\$17.00
SUNCOAST CIRRUS SYNDICATE P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$1,516.00	\$0.00	\$1,516.00
SUNDOWN PASTORAL CO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$5,560.00	\$0.00	\$5,560.00
SUNIL THOMAS	\$0.00	\$0.00	\$0.00	\$0.00	\$299.00	\$0.00	\$299.00
SUNSHINE AIR SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,740.00	\$0.00	\$3,740.00
SUNSHINE FLYING TIGERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$435.00	\$0.00	\$435.00
SURGICAL SOLUTIONS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$684.00	\$0.00	\$684.00
Surveillance Australia Pty Ltd t/a Cobham Aviation Services - Special Mission	\$ 332,000.00	\$0.00	\$0.00	\$0.00	\$323,993.00	\$332,000.00	\$323,993.00
SUSIE & RICHARD MCDONALD	\$0.00	\$0.00	\$0.00	\$0.00	\$183.00	\$0.00	\$183.00
SWAN AVIATION CLUB PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$330.00	\$0.00	\$330.00
SWAN HILL BUS LINES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$317.00	\$0.00	\$317.00
SWIFT AIRCRAFT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$964.00	\$0.00	\$964.00
SYDNEY AIRCRAFT SYNDICATE	\$0.00	\$0.00	\$0.00	\$0.00	\$2,271.00	\$0.00	\$2,271.00
SYDNEY CHOPPERS GROUP P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$18.00	\$0.00	\$18.00
SYDNEY HELICOPTER SCHOOL	\$0.00	\$0.00	\$0.00	\$0.00	\$1,565.00	\$0.00	\$1,565.00
SYDNEY HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$44.00	\$0.00	\$44.00
SYDNEY HELITOURS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,324.00	\$0.00	\$4,324.00
Sydney Seaplanes	\$0.00	\$0.00	\$0.00	\$0.00	\$1,456.00	\$0.00	\$1,456.00
SYFEVER PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$184.00	\$0.00	\$184.00
SYNASTRY PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$832.00	\$0.00	\$832.00
T E PERROTTET	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00

Applicant name	Fuel Excise Rebate: Grant	Fuel Excise Rebate Paid	Security Charge Rebate	Security Charge Rebate	Air Services Charges	Total Grant Allocation (Fuel	Total Waived and Paid (Total
T J O'MEARA	Allocation \$0.00	\$0.00	Allocation \$0.00	Paid \$0.00	Waived	and Security) \$0.00	\$192.00
	· ·	·		· ·	\$192.00		
TAMWORTH FLYING GROUP	\$0.00	\$0.00	\$0.00	\$0.00	\$198.00	\$0.00	\$198.00
Tapp's Aviation (Contracting) Pty Ltd	\$1,066.80	\$711.20	\$0.00	\$0.00	\$0.00	\$1,066.80	\$711.20
TECHSIM EMPLOYEE INVEST PTY LD	\$0.00	\$0.00	\$0.00	\$0.00	\$76.00	\$0.00	\$76.00
TECNAM AUSTRALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$8.00	\$0.00	\$8.00
TELIFLITE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
TERENCE PETER ROSS	\$0.00	\$0.00	\$0.00	\$0.00	\$64.00	\$0.00	\$64.00
TESCORP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$115.00	\$0.00	\$115.00
TEXRIO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$6,854.00	\$0.00	\$6,854.00
TEYS AUSTRALIA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,740.00	\$0.00	\$2,740.00
THE GLEN RURAL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$514.00	\$0.00	\$514.00
THE HELICOPTER SERVICE AUST P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$348.00	\$0.00	\$348.00
THE RECREATIONAL FLYING COMPANY	\$0.00	\$0.00	\$0.00	\$0.00	\$310.00	\$0.00	\$310.00
THE STICK AND RUDDER FLYING	\$0.00	\$0.00	\$0.00	\$0.00	\$1,911.00	\$0.00	\$1,911.00
The Trustee for FlySmart Trust	\$3,698.24	\$3,698.24	\$0.00	\$0.00	\$0.00	\$3,698.24	\$3,698.24
THOMAS AVIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$277.00	\$0.00	\$277.00
THOMAS FOODS INTERATIONAL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,218.00	\$0.00	\$1,218.00
THOMAS FOODS INTERNATIONAL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$610.00	\$0.00	\$610.00
THOMAS PAUL CONSTRUCTIONS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$158.00	\$0.00	\$158.00
THORNTON INVESTMENTS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00
TIMOTHY MOORE	\$0.00	\$0.00	\$0.00	\$0.00	\$99.00	\$0.00	\$99.00
TIMTASH PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,221.00	\$0.00	\$1,221.00
TJ & RF FORDHAM Pty Ltd	\$0.00	\$0.00	\$0.00	\$0.00	\$2,249.00	\$0.00	\$2,249.00
TM CASEY (MEDICAL) PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$173.00	\$0.00	\$173.00
TODD MICHAEL PEACH	\$0.00	\$0.00	\$0.00	\$0.00	\$273.00	\$0.00	\$273.00
Toll Aviation Pty Ltd	\$ 160,000.00	\$101,897.12	\$0.00	\$0.00	\$213,333.00	\$160,000.00	\$315,230.12

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
Toll Transport Pty Ltd	\$ 500,000.00	\$366,421.43	\$0.00	\$0.00	\$1,422,657.00	\$500,000.00	\$1,789,078.43
TOMFOOLERY HOLDINGS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
TONECO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
Top Air Services Pty Ltd t/a Repacholi Air	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00
TOP END AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
TOP END FLYING FUELS (AUS) PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$184.00	\$0.00	\$184.00
Top End Helicopters	\$ 725.00	\$654.30	\$0.00	\$0.00	\$0.00	\$725.00	\$654.30
TORRES STRAIT AIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,124.00	\$0.00	\$4,124.00
TOUCHDOWN HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$31.00	\$0.00	\$31.00
TOWER RESOURCES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$55.00	\$0.00	\$55.00
TRANSPORT 2000	\$0.00	\$0.00	\$0.00	\$0.00	\$225.00	\$0.00	\$225.00
TRAVENCORE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$104.00	\$0.00	\$104.00
TRAZBLEND PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00
TREADWELL GROUP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$88.00	\$0.00	\$88.00
Trecked Pty Ltd	\$30,000.00	\$0.00	\$0.00	\$0.00	\$677.00	\$30,000.00	\$677.00
TREPANG SERVICES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$7,527.00	\$0.00	\$7,527.00
TREVOR DOUGLAS ALLEN	\$0.00	\$0.00	\$0.00	\$0.00	\$91.00	\$0.00	\$91.00
TREVOR MCMASTER	\$0.00	\$0.00	\$0.00	\$0.00	\$795.00	\$0.00	\$795.00
TRISTAR AVIATION CO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,959.00	\$0.00	\$3,959.00
TROY THOMAS	\$0.00	\$0.00	\$0.00	\$0.00	\$73.00	\$0.00	\$73.00
TRUE NORTH NO.2 PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$574.00	\$0.00	\$574.00
TUNOA DOWNS TRUST	\$0.00	\$0.00	\$0.00	\$0.00	\$352.00	\$0.00	\$352.00
TWINCREEK HOLDINGS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$316.00	\$0.00	\$316.00
UC Aviation	\$5,500.00	\$3,346.26	\$0.00	\$0.00	\$6,353.00	\$5,500.00	\$9,699.26
UMBERTO FILIPPI	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
UNDARRA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
UNIVERSITY FLYING CLUB (INC)	\$0.00	\$0.00	\$0.00	\$0.00	\$44.00	\$0.00	\$44.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
UP AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$5,328.00	\$0.00	\$5,328.00
V2 HELICOPTERS	\$0.00	\$0.00	\$0.00	\$0.00	\$6,651.00	\$0.00	\$6,651.00
VANDERFIELD PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,386.00	\$0.00	\$1,386.00
VANGUARD AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,274.00	\$0.00	\$3,274.00
VECTRA HOLDINGS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$77,216.00	\$0.00	\$77,216.00
VEDANTA MEDICAL ENTERPRISES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
VEE H AVIATION PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$255,315.00	\$0.00	\$255,315.00
VESA SAARIO	\$0.00	\$0.00	\$0.00	\$0.00	\$69.00	\$0.00	\$69.00
VESTERDIX AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$394.00	\$0.00	\$394.00
VH-DBO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
VH-HIS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$329.00	\$0.00	\$329.00
VH-JRL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$301.00	\$0.00	\$301.00
VH-NEQ PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$5,820.00	\$0.00	\$5,820.00
VH-ZOS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$658.00	\$0.00	\$658.00
VICTORY AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$105.00	\$0.00	\$105.00
VIEROSS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$548.00	\$0.00	\$548.00
VIETSTAR AIRLINES	\$0.00	\$0.00	\$0.00	\$0.00	\$2,428.00	\$0.00	\$2,428.00
VINCENT MOLLICA	\$0.00	\$0.00	\$0.00	\$0.00	\$181.00	\$0.00	\$181.00
VINCENZO BLEFARI	\$0.00	\$0.00	\$0.00	\$0.00	\$76.00	\$0.00	\$76.00
Virgin Australia Group (Second agreement)	14,400,00.00	\$ 4,051,763.33	\$52,600,000.00	\$17,120,946.63	\$30,529,417.00	\$67,000,000.00	\$51,702,126.96
VITONGA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$196.00	\$0.00	\$196.00
VOLO ALTO	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	\$22.00
Vortex Air Pty Ltd	\$16,000.00	\$ 10,300.73	\$0.00	\$0.00	\$25,420.00	\$16,000.00	\$35,720.73
W.A. AEROMEDICAL PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$353.00	\$0.00	\$353.00
WALKER AIR SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$5,875.00	\$0.00	\$5,875.00
WALKER AVIATION TRUST	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
WALKER CATTLE CO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00

Applicant name	Fuel Excise Rebate: Grant	Fuel Excise Rebate Paid	Security Charge Rebate	Security Charge Rebate	Air Services Charges	Total Grant Allocation (Fuel	Total Waived and Paid (Total
	Allocation		Allocation	Paid	Waived	and Security)	Benefit)
WALKER CORPORATION PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$0.00	\$140.00
WARNERVALE AIR PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$242.00	\$0.00	\$242.00
WARPLANES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
WARREN MILLAR	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00	\$0.00	\$56.00
WATINARA PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00
WAYPORT PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$162.00	\$0.00	\$162.00
WDC EQUIPMENT & CONTRACTING PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$831.00	\$0.00	\$831.00
WEST AUSTRALIAN SKYDIVING ACADEMY	\$0.00	\$0.00	\$0.00	\$0.00	\$186.00	\$0.00	\$186.00
WEST COAST SEAPLANES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$152.00	\$0.00	\$152.00
WESTERN BATTERY COMPANY	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
WESTERN CHARTER PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$656.00	\$0.00	\$656.00
WESTERN SKY AIRCRAFT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$42.00	\$0.00	\$42.00
WETTENHALL AIR SERVICE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$536.00	\$0.00	\$536.00
WHITSUNDAY AIR SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$3,147.00	\$0.00	\$3,147.00
WHITSUNDAY HELICOPTER GROUP PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$6,219.00	\$0.00	\$6,219.00
WILFRID JAKSIC	\$0.00	\$0.00	\$0.00	\$0.00	\$192.00	\$0.00	\$192.00
WILLIAM BARKER	\$0.00	\$0.00	\$0.00	\$0.00	\$48.00	\$0.00	\$48.00
WILLIAM BISHOP	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$16.00
WILLIAM JAMES KEEPKIE	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$19.00
WILLIAM MITTON	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	\$22.00
WILLIAM QUINTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$142.00	\$0.00	\$142.00
WILLIAM R MAILER	\$0.00	\$0.00	\$0.00	\$0.00	\$34.00	\$0.00	\$34.00
WILLIAMBURY HELICOPTERS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
WILRON NOMINEES PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,418.00	\$0.00	\$1,418.00
WINE COUNTRY WARBIRDS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$126.00	\$0.00	\$126.00
WINGBADGE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
WINGS AIRBORNE PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$379.00	\$0.00	\$379.00

Applicant name	Fuel Excise Rebate: Grant Allocation	Fuel Excise Rebate Paid	Security Charge Rebate Allocation	Security Charge Rebate Paid	Air Services Charges Waived	Total Grant Allocation (Fuel and Security)	Total Waived and Paid (Total Benefit)
WINGS DUBBO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$540.00	\$0.00	\$540.00
WOLFF AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$141.00	\$0.00	\$141.00
WOLLOGORANG CATTLE COMPANY P/L	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00
WOORABINDA AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00
WPC TRANSPORT PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00
WRIGHTSAIR PTY LIMITED	\$0.00	\$0.00	\$0.00	\$0.00	\$1,150.00	\$0.00	\$1,150.00
XO AVIATION PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$424.00	\$0.00	\$424.00
YATARON PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$3,140.00	\$0.00	\$3,140.00
YEEDA PASTORAL COMPANY	\$0.00	\$0.00	\$0.00	\$0.00	\$54.00	\$0.00	\$54.00
YULGILBAR PASTORAL CO PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$4,185.00	\$0.00	\$4,185.00
YUULONG ELECTRICAL SUPERVISORY	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
ZAUNER AVIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$2,927.00	\$0.00	\$2,927.00
ZHENG GUAN	\$0.00	\$0.00	\$0.00	\$0.00	\$285.00	\$0.00	\$285.00
ZIPHARRIS PTY LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$112.00	\$0.00	\$112.00
ZOE TEGAN GREEN	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$14.00

Routes serviced Domestic Aviation Network Support (DANS) program

Services scheduled under the program to 1 September 2020

Qantas

Origin	Destination	Flights
Adelaide	Alice Springs	13
Adelaide	Brisbane	5
Adelaide	Canberra	23
Adelaide	Melbourne	45
Adelaide	Perth	25
Adelaide	Sydney	40
Alice Springs	Darwin	20
Brisbane	Canberra	12
Brisbane	Darwin	27
Brisbane	Hobart	16
Brisbane	Melbourne	21
Brisbane	Mount Isa	3
Brisbane	Newcastle	10
Brisbane	Perth	26
Cairns	Melbourne	5
Cairns	Sydney	5
Canberra	Melbourne	20
Darwin	Melbourne	21
Darwin	Perth	14
Darwin	Sydney	12
Gold Coast	Melbourne	5
Gold Coast	Sydney	8
Hamilton Island	Sydney	10
Hobart	Melbourne	45
Hobart	Sydney	17
Launceston	Melbourne	35
Launceston	Sydney	17
Melbourne	Perth	43
Melbourne	Sunshine Coast	2
Perth	Sydney	39
Proserpine	Sydney	17
Sunshine Coast	Sydney	5
Sydney	Townsville	8
Grand total		614

Virgin

Origin	Destination	Flights
Adelaide	Alice Springs	19

Adelaide	Brisbane	6
Adelaide	Melbourne	27
Adelaide	Perth	27
Adelaide	Sydney	25
Ballina	Sydney	25
Brisbane	Cairns	3
Brisbane	Canberra	24
Brisbane	Darwin	25
Brisbane	Hobart	7
Brisbane	Mackay	6
Brisbane	Melbourne	20
Brisbane	Mount Isa	13
Brisbane	Newcastle	27
Brisbane	Perth	47
Brisbane	Proserpine	27
Brisbane	Rockhampton	8
Brisbane	Townsville	6
Broome	Perth	8
Cairns	Sydney	10
Canberra	Melbourne	24
Darwin	Perth	20
Gold Coast	Sydney	17
Hobart	Melbourne	1
Hobart	Sydney	15
Kalgoorlie	Perth	12
Karratha	Perth	11
Launceston	Sydney	12
Melbourne	Perth	41
Melbourne	Sydney	31
Newman	Perth	18
Perth	Port Hedland	14
Perth	Sydney	42
Sunshine Coast	Sydney	19
Grand Total		637

Regional Express

Origin	Destination	Flights
Sydney	Ballina	18

Airnorth

Origin	Destination	Flights
Alice Springs	Darwin	
Darwin	Perth	

Qantas International Network (5 April – 8 June)

Origin	Destination	Flights
Melbourne	London	12
London	Melbourne	12
Brisbane	Los Angeles	3
Los Angeles	Brisbane	3
Melbourne	Los Angeles	4
Los Angeles	Melbourne	4
Melbourne	Hong Kong	7
Hong Kong	Melbourne	7
Brisbane	Hong Kong	7
Hong Kong	Brisbane	7
Brisbane	Auckland	6
Auckland	Brisbane	6
Melbourne	Auckland	8
Auckland	Melbourne	8
Grand Total		94

Virgin International Network (5 April – 8 June)

Origin	Destination	Flights
Brisbane	Los Angeles	8
Los Angeles	Brisbane	8
Hong Kong	Brisbane	7
Brisbane	Hong Kong	7
Grand Total		30

Eligible operators who have applied and been approved funding under the Regional Airline Network Support (RANS) Program

Operator	Maximum grant amount	Total paid as at 31 August
Fly Pelican	\$1,890,925.04	\$1,039,011.51
Corporate Air	\$4,523,727.52	\$2,306,536.98
Regional Express	\$40,389,978.43	\$22,348,452.28
Skippers	\$1,563,632.86	\$661,188.00
Airnorth	\$13,549,160.00	\$2,542,677.30
Eastern Air Services	\$328,185.34	\$148,144.28
Air Link Airlines	\$380,522.36	\$315,062.28
Sharp Airlines	\$547,526.40	\$341,960.04
Aviair	\$1,107,210.87	\$492,263.28
Hardy Aviation	\$1,528,605.72	\$369,605.95
Chartair	\$245,794.34	\$103,996.42
Alliance Airlines*	\$166,659.89	\$68,297.00
King Island Air	\$419,184.00	\$96,560.49
Qantas Group	\$37,294,300.00	\$0**
Virgin Australia	\$11,343,466.64	\$0**
TOTAL	\$115,278,879.41	\$30,833,752.81

^{*}No longer supported under RANS from 1 July; supported route returned to profitability, Alliance elected not to extend agreement.

Routes supported under the Regional Airline Network Support (RANS) Program as at 31 August 2020

*indicates services not operating as at 31 August due to border closures

Adelaide-Broken Hill-Adelaide
Adelaide-Cairns-Adelaide
Adelaide-Ceduna-Adelaide
Adelaide-Coober Pedy-Adelaide
Adelaide-Darwin-Adelaide
Adelaide-Hobart-Adelaide
Adelaide-Kangaroo Island (Kingscote)-Adelaide
Adelaide-Mildura-Adelaide*
Adelaide-Mt Gambier-Adelaide
Adelaide-Port Lincoln-Adelaide
Adelaide-Whyalla-Adelaide
Brisbane-Alice Springs-Brisbane
Brisbane-Ayers Rock-Brisbane*
Brisbane-Biloela-Brisbane
Brisbane-Bundaberg-Brisbane
Brisbane-Coffs Harbour-Armidale-Brisbane
Brisbane-Emerald-Brisbane
Brisbane-Gladstone-Brisbane
Brisbane-Hamilton Island-Brisbane
Brisbane-Hervey Bay-Brisbane
Brisbane-Inverell-Narrabri-Sydney-Narrabri-Inverell-Brisbane
Brisbane-Launceston-Brisbane

^{**}Commenced under the RANS program on 1 July 2020. Payments are made as invoices are received and approved.

Brisbane-Longreach-Brisbane Brisbane-Roma-Charleville-Brisbane Brisbane-Tamworth-Brisbane Brisbane-Tamworth-Dubbo-Orange-Melbourne-Wollongong-Brisbane Brisbane-Toowomba-St George-Cunnamulla-Thargomindah-Cunamulla-St George-Toowoomba-Brisbane Brisbane-Toowoomba-Charleville-Quilpie-Windorah-Birdsville-Bedourie-Boulia-Mount Isa-Boulia-Bedourie-Birdsville-Windorah-Quilpie-Charleville-Toowoomba-Brisbane Brisbane-Wollongong-Melbourne-Orange-Dubbo-Tamworth-Brisbane Broome-Port Hedland-Karratha-Newman-Karratha-Port Hedland-Broome Cairns-Bamaga-Cairns Cairns-Mount Isa-Cairns Cairns-Toowoomba-Cairns Cairns-Townsville-Cairns Cairns-Weipa-Cairns Canberra-Gold Coast-Canberra Darwin-Broome-Darwin Darwin-Cairns-Darwin Darwin-Elcho Island-Maningrida-Darwin Darwin-Gove-Cairns-Gove-Darwin Darwin-Gove-Darwin Darwin-Gove-Groote Eylandt-Darwin Darwin-Groote Eylandt-Darwin Darwin-Kununurra-Broome-Kununurra-Darwin Darwin-Kununurra-Perth-Kununurra-Darwin Darwin-Milingimbi-Maningrida-Darwin Darwin-Mininilang (Croker Island)-Warruwi (South Goulburn Island)-Darwin Darwin-Ramingining-Milingimbi-Gapuwiyak (Lake Evella)-Darwin Darwin-Townsville-Darwin Darwin-Wadeye (Port Keats)-Darwin Darwin-Wurrumiyanga (Bathurst Island)-Milikapiti (Snake Bay)-Pirlangimpi (Garden Point)-Darwin Dubbo-Bourke-Dubbo Essendon-Flinders Island-Essendon Essendon-Griffith-Essendon Gold Coast-Cairns-Gold Coast Karratha-Paraburdoo Kununurra-Halls Creek-Balgo-Halls Creek-Kununurra Kununurra-Kalumburu-Kununurra Mackay-Rockhampton-Mackay Melbourne-Alice Springs-Melbourne* Melbourne-Avers Rock-Melbourne* Melbourne-Broome-Melbourne* Melbourne-Burnie, King Island-Melbourne Melbourne-Devonport-Melbourne* Melbourne-Hamilton Island-Melbourne* Melbourne-Merimbula-Melbourne Melbourne-Mildura-Melbourne

Melbourne-Mt Gambier-Melbourne
Melbourne-Townsville-Melbourne

Moorabbin-King Island-Moorabbin Mount Isa-Doomadgee-Burketown-Mornington Island-Normanton-Cairns-Normanton-Mornington Island-Burketown-Doomadgee-Mount Isa Newcastle-Ballina-Newcastle Newcastle-Canberra-Newcastle Newcastle-Dubbo-Newcastle Newcastle-Sydney-Newcastle Perth-Albany-Perth Perth-Alice Springs-Perth Perth-Carnarvon-Monkey Mia-Perth Perth-Esperance-Perth Perth-Geraldton-Perth Perth-Kununurra-Perth Perth-Laverton-Leonora-Perth Perth-Wiluna-Meekatharra-Mt Magnet-Perth Port Macquarie-Lord Howe Island-Port Macquarie Sydney-Albury-Sydney Sydney-Alice Springs-Sydney Sydney-Armidale-Sydney Sydney-Bathurst-Parkes-Sydney Sydney-Bendigo-Sydney Sydney-Broome-Sydney Sydney-Coffs Harbour-Sydney Sydney-Cooma-Sydney Sydney-Dubbo-Broken Hill-Dubbo-Sydney Sydney-Dubbo-Sydney Sydney-Grafton-Lismore-Sydney Sydney-Griffith-Narrandera-Sydney Sydney-Lord Howe Island-Sydney Sydney-Mildura-Sydney* Sydney-Moree-Sydney Sydney-Moruya-Merimbula-Sydney Sydney-Mudgee-Sydney Sydney-Orange-Sydney Sydney-Port Macquarie-Sydney Sydney-Tamworth-Sydney Sydney-Taree-Sydney Sydney-Wagga Wagga-Sydney Toowoomba-Melbourne-Toowoomba Townsville-Coolangatta-Townsville Townsville-Hughenden-Richmond-Julia Creek-Mount Isa-Julia Creek-Richmond-Hughenden-Townsville Townsville-Mackay-Townsville Townsville-Mount Isa-Cloncurry-Townsville Townsville-Toowoomba-Townsville Townsville-Winton-Longreach-Winton-Townsville Wagga Wagga-Albury-Melbourne-Albury-Wagga Wagga

Eligible Operators who have applied and been approved funding - COVID-19 Regional Airlines Funding Assistance (RAFA)

Operator	Maximum grant amount (\$m)	Total paid to date (\$m)
Regional Express	53.86	53.86
Fly Corporate/ Corporate Air	7.30	6.03
Skytrans	5.10	3.73
Chartair	2.35	1.39
FlyPelican	1.17	0.95
Airmed	0.73	0.54
Polar Aviation	0.41	0.36
Kakadu Air	0.62	0.34
Basair Australia t/a Australia by Air	0.14	0.14
Little Wings	0.24	0.12
TOTAL	71.96	67.47

City Deals Budget Estimates 2020-21

Report prepared for the purpose of tabling to the Rural and Regional Affairs and Transport Committee



About this report:

The information in this report is based on information reported to the Department as at the time listed on the front of the report. Information may contain inaccuracies as a result of the information supplied to the Department by partner agencies or Deal partners.

Status of Commitments are classified as:

- Future Project the commitment is not planned to commence until some future date.
- Pre-Planning the commitment's planning work has commenced.
- On Time the commitment is running to schedule, including ongoing commitments
- Completed the commitment is complete.
- On Hold the commitment is pending next steps.

Funding profiles are based on the Department's best estimates reflecting current negotitations with project proponents, and may be subject to change.

Start dates showing July may commence at any time during that financial year.

End dates showing June are expected to be completed during that financial year.

Abbreviations used:

- U/N under negotiation
- N/A not applicable
- TBC to be confirmed

	December			nent of South Aus delaide Council			10 Y	ears								Commo	onwealth Fun	dina Profile				
Name	Electorate	Location	Description	Lead	Status	Project Start	Project End	Funding Agreement	Annoucement		State /Territory	Local Gov Other	Total Funding	2020-21	2021-22	2022-23	1	1		5-27 2027-28	2028-29 Т	ГВА
Aboriginal Art and Cultures Centre	Adelaide	Lot Fourteen, Adelaide City Centre	Develop a globally-recognised centre for Aboriginal a and culture at Lot Fourteen.	rt State, Cwth	On Time	Mar 2019	TBC	Mar 2020	March 2019	\$85.0M	\$65.0M		\$150.0M		\$4.0M	\$9.0M	\$67.0M	\$5.0M				
Aboriginal Entrepreneur Hub	Adelaide	Lot Fourteen, Adelaide City Centre	Funding from the Indigenous Business Sector Strategy support a hub for Indigenous business, innovation incubation and start-ups.	to State, Cwth	On Time	Mar 2019	TBC	N/A	March 2019	\$3.0M			\$3.0M	\$0.5M	\$1.0M	\$1.0M						
Australian Space Agency Headquarters	Adelaide	Lot Fourteen, Adelaide City Centre	Establish headquarters for the Australian Space Agend	y. State, Cwth	Completed	Dec 2018	Feb 2020	N/A	December 2018				\$0.0M									
Australian Space Discovery Centre	Adelaide	Lot Fourteen, Adelaide City Centre	The Australian Space Discovery Centre will be establis at Lot Fourteen to give the public insight into space activities and inspire the next generation.	ned Cwth	On Time	Mar 2019	Mar 2021	N/A	March 2019	\$6.0M			\$6.0M	\$5.0M	\$0.0M							
Carrick Hill	Boothby	City of Mitcham	Construction of a pavilion to support services and amenities for visitors	State, Cwth	On Time	Mar 2019	TBC	Mar 2020	March 2019	\$3.0M	\$0.5M		\$3.5M	\$1.0M	\$2.0M							
Deliver 30-year plan for Greater Adelaide	Adelaide, Barker, Grey, Mayo	Adelaide Planning Region	Deliver key actions under the Plan to guide the long-t growth and urban renewal of the city.	erm State	On Time	Mar 2010	Dec 2028	N/A	March 2019				\$0.0M									
Designated Area Migration Agreement	Adelaide	Metropolitan Adelaide	The Adelaide Technology and Innovation Advanceme Agreement announced 21 March 2019.	nt State, Cwth	On Time	Jul 2019	Mar 2025	N/A	December 2018				\$0.0M									
Infrastructure SA 20- Year State Infrastructure Strategy	Adelaide, Barker, Grey, Mayo	South Australia	Development of a 20 year state infrastructure strategy	. State	Completed	Nov 2018	Mar 2020	N/A	November 2018				\$0.0M									
Innovation Hub	Adelaide	Lot Fourteen, Adelaide City Centre	A collaborative space bringing together venture capit scientists and entrepreneurs to create the next general of businesses for Adelaide.		Pre-Planning	Mar 2019	ТВС	Mar 2020	March 2019	\$20.0M			\$20.0M	\$2.0M	\$2.0M	\$3.0M	\$13.0M					
Integrated Plan for Digital Service Delivery	Adelaide	Metropolitan Adelaide	Develop a plan for digital service delivery, enhanced connectivity and data capacity for residents and businesses.	Local, State	Behind	Mar 2019	Sep 2020	N/A	March 2019				\$0.0M									
International Centre for Food, Hospitality and Tourism Studies	Adelaide	Lot Fourteen, Adelaide City Centre	Deliver a state-of-the-art institute to grow SA's capac in hospitality and tourism studies.	ty State, Cwth	Pre-Planning	Mar 2019	ТВС	Mar 2020	March 2019	\$30.0M	\$30.0M		\$60.0M	\$2.0M	\$15.0M	\$10.0M	\$3.0M					
Lot Fourteen Development	Adelaide	Lot Fourteen, Adelaide City Centre	Redevelopment of the former old Royal Hospital site world-class innovation and culture precinct.	o a State	On Time	Mar 2019	Dec 2028	N/A	October 2017		\$364.0M		\$364.0M									
Marketing Strategies	Adelaide	Metropolitan Adelaide	Governments will work with education and training providers to promote Adelaide as a destination for international students.	State, Cwth	On Hold	Mar 2019	Jun 2020	N/A	March 2019				\$0.0M									
Mission Control Centre	Adelaide	Lot Fourteen, Adelaide City Centre	A Mission Control Centre to be established at Lot Fourteen providing a platform for small to medium-si enterprises to observe satellite missions, provide acce to space-enabled data and educational opportunities the public.	SS	On Time	Mar 2019	Jun 2022	N/A	March 2019	\$6.0M	\$2.5M		\$8.5M	\$2.0M	\$1.0M							
Mitcham Hills Trail and Glenthorne Loop	Boothby, Kingston	City of Marion and City of Mitcham	Deliver upgrades to natural and cultural sites and improve their access through digital tools and wayfinding.	State, Cwth	On Time	Mar 2019	Jun 2021	Mar 2020	March 2019	\$2.0M	\$0.0M		\$2.0M	\$1.8M								
Pilot Reforms in the Planning, Development and Infrastructure Act 2016	Adelaide, Barker, Grey, Mayo	Metropolitan Adelaide	Pilot the reforms to plan for and manage projected population growth.	State	On Hold	Apr 2016	Jun 2020	N/A	March 2015				\$0.0M									
Plan for Urban Renewal	Adelaide	Metropolitan Adelaide	Develop plan for urban renewal centres, informed by Metropolitan Growth Management Program.	he State	On Time	Mar 2019	Dec 2020	N/A	March 2019				\$0.0M									
Protecting Defence Precincts	Adelaide	Osborne Naval Shipyard, Port of Adelaide, Edinburgh Defence Precinct	Through the South Australian planning system governments will work to protect Defence precincts including the Port of Adelaide, Edinburgh and Osborn Naval Shipyard from encroachment and incompatible land-use.		On Time	Mar 2019	Jun 2021	N/A	March 2019				\$0.0M									
Smart Technology	Adelaide	Adelaide City Centre	Supporting smart technology initiatives in the city cer to improve safety and connectivity, including integrat initiatives between the CBD and Lot Fourteen.		Behind	Mar 2019	ТВС	Mar 2020	March 2019	\$10.0M		\$12.6M	\$22.6M	\$1.0M	\$1.0M	\$1.0M	\$7.0M					
Strategies for Innovation and Entrepreneurship	Adelaide	Metropolitan Adelaide	Develop strategies for entrepreneurship, science and innovation to guide economic growth and secure the long term benefits of Lot Fourteen and other innovation neighbourhoods.	State	On Time	Mar 2019	Mar 2020	N/A	March 2019				\$0.0M									
Supporting Innovation in South Australia (SISA) Visa	Adelaide, Barker, Grey, Mayo	South Australia	New visa arrangement designed to attract foreign entrepreneurs to take forward innovative ideas and launch seed stage startups.	State, Cwth	On Hold	Nov 2018	Dec 2021	N/A	November 2018				\$0.0M									
The Heysens Gallery at Hahndorf	Mayo	Adelaide Hills	The construction of the Heysens Gallery at Hahndorf, by the Hans Heysen Foundation.	ed State, Cwth	On Time	Mar 2019	TBC	Mar 2020	March 2019	\$9.0M			\$9.0M	\$3.0M	\$3.0M							

Deal Length Darwin City Deal Deal Annouced Deal Signed Implementation Plan Deal Partners

as an emergency shelter during extreme weather events.

May 2017 November 2018 November 2019 Northern Territory Government 10 Years City of Darwin Council

	May 2	J17 N		City of Darwin Co	,	nt			10 Ye	ars								Commonw	ealth Func	ling Profile			
Name	Electorate	Location	Description		Lead	Status	Project Start	Project End	Funding Agreement	Annoucement	Cwth	State /Territory	Local Gov Other	Total Funding	2020-21	2021-22	2022-23	2023-24 2	2024-25	2025-26 20	026-27 2	2027-28 20	028-29 TBA
A new art gallery	Solomon	Civic Square, Darwin	An iconic Art Gallery in State Square, which w tourist drawcard for Darwin and also provide opportunities for business and local artists.	•	State, Cwth	On Time	Nov 2018	Dec 2022	N/A	November 2018		\$47.0M		\$47.0M									
Advancing Darwin's digital economy	Solomon	Darwin city centre	Delivery of the Switching on Darwin project f multilayered communication network for the Australian Government's Smart Cities and Su	city under the	State, Local, Cwth	Completed	Nov 2018	Jun 2019	Feb 2018	November 2018	\$5.0M	\$2.5M	\$3.7M	\$11.2M									
Boosting the visitor economy	Solomon	Darwin city centre	Collaborate with the private sector to develovision to make Darwin a more attractive place including through the establishment of a City Promotion Entity.	e for visitors,	State	On Time	Nov 2018	Nov 2028	N/A	November 2018		\$3.2M		\$3.2M									
Connecting to Larrakia culture	Solomon	Stokes Hill / Darwin city centre	Showcase and celebrate Larrakia culture thou facilitation of a Larrakia Cultural Centre and i understanding of Larrakia cultural protocols through the Larrakia Hosts Program.	mproved	State, Cwth	On Time	Nov 2018	Sep 2021	Jun 2020	November 2018	\$2.0M	\$2.3M		\$4.3M									
Cool and green the city - Darwin Living Lab	Solomon	Darwin city centre	The CSIRO-led Darwin Living Lab, funded by government under the Deal, has been establi latest science to test, monitor and evaluate in Darwin's liveability, sustainability and resilien	ished to use the mprovements in	State, Local, Cwth	On Time	Nov 2018	Nov 2028	Jun 2019	November 2018	\$4.8M	\$9.0M	\$1.0M	\$14.8M	\$0.5M	\$0.5M	\$0.5M	\$0.5M	\$0.5M	\$0.5M	\$0.5M	\$0.8M	\$0.2M
Education and Community Precinct in the city centre	Solomon	Cavenagh Street, Darwin	An iconic Education and Community Precinct centre that integrates a new Charles Darwin I campus and community facilities, as well as c public spaces.	University	Other, State, Cwth	On Time	Nov 2018	Dec 2024	Jun 2020	November 2018	\$97.3M		\$0.0M	\$97.3M	\$45.0M	\$27.3M	\$0.0M	\$0.0M	\$0.0M	\$0.0M			
Integrated City-wide planning	Solomon	Darwin city centre	Coordinated planning to support the develop precincts and spaces under the City Deal, and pedestrian and transport connectivity between as well as Darwin's future growth.	d to ensure	State, Local, Cwth	Behind	Nov 2018	Mar 2024	N/A	November 2018				\$0.0M									
Planning, development and harbour foreshore connectivity	Solomon	Frances Bay, Darwin	Connect the harbour foreshore by supporting redevelopment of the former Naval Fuel Insta Stokes Hill and of Frances Bay, including thro diligence required to support future use and planning.	allation at ough the due	Other, Cwth	On Time	Nov 2018	Dec 2023	N/A	November 2018		\$100.0M		\$100.0M									
Supporting the local workforce	Solomon	Darwin city centre	Address skills shortages in Darwin, create mo opportunities for Indigenous workers and bu		State, Local, Cwth	On Time	Nov 2018	Nov 2028	N/A	November 2018		\$1.8M		\$1.8M									
Upgrade and revitalise State Square	Solomon	State Square, Darwin	Transform Darwin's city centre through the republic spaces and investment in a cooler, greincludes the redevelopment of State Square construction of an underground carpark which as an emergency shelter during extreme wear	eener city. This and the ch will be used	State	On Time	Nov 2018	Dec 2022	N/A	November 2018		\$41.3M		\$41.3M									

Report Prepared:

15 October 2020

Geelong City Deal

Deal Annouced

Deal Signed

Implementation Plan

Deal Partners

Deal Length

January 2018

March 2019

October 2019

Victorian Government

10 Years

and improve traffic congestion. The resulting data will support evidence-based parking management, planning

and investment decisions.

Commonwealth Funding Profile City of Greater Geelong Funding 2020-21 2021-22 2022-23 2023-24 2024-25 2025-26 2026-27 2027-28 2028-29 TBA Annoucement Cwth Local Gov Other Total Name Electorate Location Description Lead Status **Proiect** Proiect State Start End /Territory Funding Mar 2019 \$11.5M \$1.1M Deakin University Corangamite Waurn Ponds Expansion of Deakin University's Geelong Future Economy Other, On Time October 2018 \$3.8M \$3.8M \$3.9M Mar N/A Future Economy Precinct (Waurn Ponds campus) through road upgrades. 2021 Precinct State, Cwth Pre-Planning Mar 2019 TBC October 2018 \$30.0M \$174.2M \$30.0M \$0.0M Geelong Convention Geelong city centre Plan and build the Geelong Convention and Exhibition Mar 2020 \$141.2M \$3.0M Corio and Exhibition Centre Centre, undertake public realm improvements in the surrounding precinct and explore the feasibility of a new hotel, retail, restaurants and other commercial offerings. Geelong Waterfront Corio Geelong city centre Building on previous investments from three levels of Behind Mar 2019 Aug Mar 2020 August 2018 \$3.5M \$3.5M \$3.5M government and the Royal Geelong Yacht Club, the City Safe Harbour Other. 2020 Deal supports the installation of a new publicly accessible Cwth wave attenuator, marina arm and casual berthing. Off water, the project is developing education facilities and public realm improvements including greater pedestrian and cyclist access. Great Ocean Road Corangamite Great Ocean Road A suite of measures to support tourism and amenity State, On Time Mar 2019 TBC Mar 2020 October 2018 \$27.5M \$2.5M \$30.0M \$10.1M \$13.0M \$3.0M Infrastructure along the Great Ocean Road including parking and public Local, Cwth realm upgrades. Queenscliff Ferry Corangamite Queenscliff Upgrading the Queenscliff Ferry Terminal building, board Other, On Time Mar 2019 Sep 2022 Mar 2020 September \$10.0M \$5.9M \$15.9M \$3.5M \$3.0M \$3.5M Terminal upgrade walks and public realm. 2018 **Revitalising Central** Corio Geelong city centre Infrastructure activities under the Revitalising Central Local, Cwth Pre-Planning Mar 2019 TBC Mar 2020 September \$20.9M \$7.0M \$10.3M \$38.1M \$9.4M \$9.0M \$2.5M Geelong Action Plan to make it greener, more pedestrian Geelong Action Plan 2018 and bike oriented with new facilities and improved access in the heart of the city. Shipwreck Coast Shipwreck Coast Master Wannon Improved infrastructure, services and amenities under State, Cwth Pre-Planning Mar 2019 Jun 2024 Mar 2020 September \$88.2M \$20.0M \$108.2M \$21.5M \$28.6M \$24.5M \$10.5M \$3.0M identified under Stage 2 of the Victorian Government's 2018 Shipwreck Coast Master Plan. Geelong city centre Smart technology initiatives to enhance community safety Local, Cwth On Time March 2019 \$1.2M \$1.2M Smart City Initiatives Corio Mar 2019 TBC N/A \$0.0M

Report Prepared:

15 October 2020

transport system

cycle infrastructure grant program.

Report Prepared:

15 October 2020

Commonwealth Funding Profile Funding State Local Gov Other Total Funding 2020-21 2021-22 2022-23 2023-24 2024-25 2025-26 2026-27 2027-28 2028-29 TBA Name Electorate Location Description Lead Status Project Annoucement Cwth Project Start End /Territory Agreement TBC \$82.3M \$8.7M **Border Services** Cambridge The Australian Government will provide border services Cwth On Hold TBC N/A January 2019 \$82.3M \$8.3M \$8.5M \$8.7M \$8.8M \$8.8M \$8.9M \$9.0M \$9.1M Franklin for international flights at Hobart Airport, including including Immigration, Customs and Biosecurity customs, immigration and biosecurity. at Hobart International Airport The project will construct a new bridge on the Midland State, May 2018 \$461.0M \$115.0M \$576.0M \$4.0M \$16.0M \$150.0M \$211.0M \$80.0M Bridgewater Bridge Clark, Lyons Granton and Pre-Planning TBC TBC N/A Replacement Bridgewater Highway over the Derwent River at Bridgewater. Central Hobart Precinct Clark Develop a Precinct Plan for central Hobart to guide Dec 2021 N/A \$0.1M \$0.1M \$0.2M Future Project TBC January 2019 future development and public infrastructure provision. Local The focus area includes 64 blocks between Davey Street, Burnett Street, Brooker Highway, Molle and Harrington streets \$23.1M Greater Hobart Key actions include the Tasmanian Government and \$1.0M \$24 1M \$0.2M \$0.2M Creating a smart, Clark. State, On Time Feb 2019 TBC N/A January 2019 liveable and investment Franklin Hobart Council supporting planning for University of Local, Tasmania's campus relocation: Hobart Council Cwth ready city implementing its smart city strategy; and the Australian Government funding an Entrepreneurship Facilitator and funding upgrade of the Enterprise Innovation Hub. Deliver affordable Clark, Various across The Australian Government is providing funding to On Time Apr 2019 Dec 2021 Nov 2019 January 2019 \$30.0M \$12.0M \$42.0M \$20.5M Franklin Greater Hobart deliver over 100 new community and affordable housing housing dwellings, in partnership with community housing organisations **Derwent Ferry Services** Clark, Bellerive and The Tasmanian Government and the Hobart and State, On Time Feb 2019 TBC N/A January 2019 \$2.0M \$2.0M Clarence Councils will establish a Derwent River Ferry Franklin Hobart Local Service, initially proposed to operate between Bellerive and Sullivans Cove. Clark. Develop a business case for the creation of a state of \$1.0M \$110.6M \$1.1M \$40.0M \$152 7M \$0.2M Establishment of an Macquarie Cwth On Time Dec 2019 TBC N/A January 2019 Antarctic and Science Franklin Point the art Antarctic and Science Precinct Precinct Clark. Greater Hobart Legislation to assist councils in the Greater Hobart area State, Jan 2018 \$4 1M \$0.2M \$4.3M Greater Hobart Act On Time TBC N/A January 2019 Franklin and the State Government to better collaborate with Local each other in the making of decisions that will affect strategic land use planning, provision of infrastructure, and related purposes. **Hobart Transit Centre** Clark Hobart The Tasmanian Government and Hobart City Council, in State On Time Jan 2019 TBC N/A January 2019 \$0.8M \$0.8M consultation with the other Greater Hobart Councils will develop a Hobart Transit Centre. \$162.5M \$51.0M \$29.6M \$15.0M \$25.0M Improve Access - South Clark, Eastern Hobart The Package will improve access to and from the On Time TBC TBC N/A January 2019 \$130.0M \$32.5M State, Tasman Highway, including the Tasman Highway/Rosny Cwth East Traffic Package Franklin Hill interchange and Tasman Highway/Holyman Avenue Interchange Upgrade Project. \$76.8M Clark. Southern Address congestion affecting the Kingborough \$72 3M \$4 5M Improve Access -State. Future Project TBC TBC N/A January 2019 Southern - fifth transit Franklin Hobart municipal area; A fifth lane on the Southern Outlet, lane on the Southern prioritising passenger transport services and Outlet, road access and emergency services vehicles; Improve traffic flow on connections to the Macquarie and Davey Streets; Improvements to road Channel Highway and access and connections to the Channel Highway and Southern Outlet Southern Outlet. Infill housing report Clark, Greater Hobart The development of a report into urban housing infill Feb 2019 Dec 2019 N/A January 2019 \$0.2M \$0.2M Completed Franklin options in the Hobart area. January 2019 \$472.8M Investing in Australia's Australia's Investment in infrastructure, including on Australia's \$472.8M \$37.8M \$42.0M \$46.5M \$51.0M On Time Feb 2019 Feb 2029 N/A Antarctic Research Antarctic research stations, over the life of the City Deal Antarctic - delivered through Australian Antarctic Division's Station network research station capital works program. network Land for redvelopment Clark Greater Hobart Redevelop a central government owned site to provide State \$10.0M \$10.0M Future Project Jan 2021 TBC January 2019 for a mixed use build providing residential accommodation with a focus on affordable housing, and with ground level activation providing creative Modernise and Clark, Greater Hobart Traveller information system; common transport Future Project TBC N/A January 2019 \$12.3M \$12.7M \$25.0M integrate public & active Franklin ticketing system; cycling infrastructure projects and

Hobart City Deal

Deal Annouced

Deal Signed

Implementation Plan

Deal Partners

Deal Partners

Deal Length

Tasmanian Government

Clarence, Glenorchy, Hobart and Kingsborough Councils

Report Prepared: 15 October 2020

			Clarence	e, Gieriorchy	у, норагт апо кі	ingsborougi	Councils										Со	mmonwea	alth Funding	Profile			
Name	Electorate	Location	Description	Lead	Status	Project Start	Project End	Funding Agreement	Annoucement		State /Territory	Local Gov Other	Total Funding	2020-21	2021-2	2 2022-23	2023-24	2024-25	2025-26	2026-27 20	27-28 2028-	29 TBA	
Northern Suburbs Transit Corridor Growth Strategy	Clark	Glenorchy - Hobart	The Tasmanian Government and the Hobart and Glenorchy Councils will develop a strategy for urban renewal and activation of the Northern Suburbs Transit Corridor along the existing rail corridor.	State, Local	On Time	ТВС	ТВС	N/A	January 2019		\$0.3M		\$0.3M										
Projects to reduce congestion, focus on the Northern Suburbs Transit Corridor	Clark		Australian Government funding for projects to reduce congestion, with a focus on the northern corridor, with specific projects to be identified in consultation between the Australian and Tasmanian governments and the Glenorchy and Hobart councils.	State, Cwth	Pre-Planning	Aug 2019	Jun 2023	N/A	January 2019	\$25.0M			\$25.0M	\$8.0N	/I \$8.0M	1 \$8.0M	\$1.0M						
Smart traffic management	Clark, Franklin	Greater Hobart	Implement an incident management system, deliver an On-Road Traveller Information System and a new lane management system on the Tasman Bridge	State	On Time	Feb 2019	Jan 2022	N/A	January 2019	\$11.5M	\$11.5M		\$23.0M	\$7.5N	Л \$2.5N	1 \$1.5M							

Launceston City Deal	Deal Annouced	Deal Signed	Implementation Plan	Deal Partners	Deal Length
	July 2016	April 2017	April 2017	Tasmanian Government	10 Years

Launceston City Council

Status Project Funding Cwth State Local Gov Other Total 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 | 2026-27 | 2027-28 | 2028-29 | TBA Name **Electorate Location** Description Project Annoucement Start End /Territory Funding Agreement Albert Hall Refurbishment of Albert Hall in Launceston city centre Pre-Planning Feb 2020 May 2019 \$10.0M \$0.1M \$0.1M \$10.1M Feb N/A Bass Launceston Local refurbishment 2021 Assist the private sector Bass Launceston Establish a working group to implement actions to assist Completed Apr 2017 TBC April 2017 \$0.2M \$0.2M to redevelop buildings the private sector to redevelop underutilised buildings in in Launceston's CBD for the CBD. residential purposes. Assisting local job Bass Launceston The Australian Government Department of Education, State, On Time Apr 2017 TBC N/A April 2017 \$0.0M Skills and Employment will provide ongoing and targeted seekers to be Local competitive for local job employer/job seeker engagement activities that assist local job seekers to be competitive for local employment opportunities opportunities. This will include targeted job fairs, workforce planning and development training for businesses and forums to connect employers with government services. Better governance and Bass The Tamar Estuary Management Taskforce was established State Completed Apr 2017 TBC April 2017 \$0.5M \$0.5M catchment and to oversee the development of the River Health Action planning to improve the health of the Tamar Launceston Plan (RHAP). The RHAP has recommended priority Estuary government investments and policy actions to improve the health of the Tamar Estuary through better governance and planning, reducing pollution through accountable investment, and upgrading Launceston's combined sewerage and stormwater system. Bass Launceston Revitalise the CBD through improved public spaces, On Time Apr 2017 Dec Apr 2017 May 2016 \$7.5M \$5.8M \$6.1M \$19.4M \$0.2M City Heart CBD 2020 transport and signage, delivering jobs and attracting more skilled workers to the city. Community-led master Bass The masterplan will identify opportunities to support the Other Apr 2017 Dec N/A April 2017 \$0.0M Launceston plan for the University continued growth of the Australian Maritime College 2020 of Tasmania's Newnham (AMC) on the site and identify preferred uses of the vacant land and buildings. The masterplan will support the Campus objectives of the My Place My Future - a plan for the Northern Suburbs. Develop a list of datasets that showcases the maturity of Apr 2017 Dec April 2017 \$0.0M Data Commitments Bass Launceston, State, Completed open data release for the region. Make all regional 2017 Tasmania Local. openly-licensed datasets available through a dedicated Cwth URL on data.gov.au, and a Launceston-specific catalogue item on NationalMap. Defence Innovation and Bass Launceston A Defence Innovation and Design Precinct to be based at Other, Pre-Planning Apr 2017 TBC April 2017 \$30.3M \$0.1M \$0.13M \$30.5M the Australian Maritime College at Newnham and will help Cwth Design Precinct drive defence-related research and development projects, giving new life to this world-class research precinct, and contributing high-skill jobs to the regional economy. The City of Launceston committed to deliver a Launceston Local Apr 2017 April 2017 \$0.0M Deliver a Launceston Bass Mar N/A Launceston Behind Cultural Strategy Cultural Strategy in partnership with local cultural 2020 organisations and Aboriginal associations, to -• better coordinate and promote cultural events, • invest in new cultural assets, • review City of Launceston processes and assets that support or influence cultural considerations, and • incorporate arts and culture as a key element of city Deliver a Regional Northern Forum designed to help inform the Regional Economic Apr 2017 May April 2017 \$0.0M Tasmania and Development Plan, with a focus on opportunities to 2017 Industry Forum improve labour market participation and business productivity and discussion of innovation, regional cooperation, trade, value-add, research and skills. The forum included government, business, community and academic representatives. Deliver an updated plan Bass The Council will produce an updated integrated plan for On Time Apr 2017 Jul 2023 N/A April 2017 \$0.0M Launceston Local for the central city the central city area covering the Cataract Gorge, North Bank (to be officially named), the new university campus at Inveresk, the Esplanade precinct and the CBD. Deliver the Northern Bass Launceston An integrated approach to revitalising the northern Local Completed Jul 2017 Aug N/A April 2017 \$0.3M \$0.3M Suburbs Revitalisation suburbs infrastructure, public space, transport (including 2019 pedestrian-priority and active transport), land-use and Plan broader environmental needs.

Report Prepared:

Commonwealth Funding Profile

15 October 2020

Launceston City Deal	Deal Annouced	Deal Signed	Implementation Plan	Deal Partners	Deal Length	Report Prepared:	15 October 2020
	July 2016	April 2017	April 2017	Tasmanian Government	10 Years		

	July 20	16	April 2017	•	nian Governme eston City Cour					10 Years									Commonwe	ealth Fundin	g Profile		
Name	Electorate	Location	Description		Lead	Status	Project Start	Project End	Funding Agreement	Annoucement		State /Territory	Local Gov		otal unding	2020-21	2021-22	2022-23 2023	3-24 2024-2	5 2025-26	2026-27 20	27-28 2028-2	9 TBA
Divest Paterson Barracks	Bass	Launceston	The Paterson Barracks will be Government Defence portfoli public accessibility to the site	io and will be revitalised with		Pre-Planning	Apr 2017	TBC	N/A	April 2017	\$5.0M				\$5.0M								
Establish a Jobs Pathways Framework	Bass	Launceston	Delivery of a project that will employment and education of disadvantaged communities. Map existing programs to it view to sharing these experies pathways network; and Work with stakeholders to of Pathways Framework.	outcomes, particularly among The project will - dentify successes and gaps, v nces with the employment		Completed	Apr 2017	Oct 2018	N/A	April 2017		\$0.1M	\$0.0M	\$0.1M	\$0.3M								
Establish a Launceston hub of the National Institute for Forest Products Innovation	Bass	Launceston	Investigate innovation in area timber processing, wood fibre manufacturing and the bio-ed University of Tasmania (UTas)	e recovery, advanced conomy. It is based at the	Cwth	On Time	Apr 2017	Dec 2021	Nov 2018	April 2017	\$2.0M	\$2.0M		\$5.9M	\$9.9M	\$0.4M							
Establish Aboriginal employment targets for infrastructure projects	Bass	Launceston	Tasmanian projects receiving of Australian Government fun Infrastructure Investment Pro Participation Plan which sets of A participation target which working age population and employment component and of An engagement plan outlind Indigenous stakeholders, and and of A plan for public reporting of transparency and accountability.	nding through the \$100 billion gram will have an Indigenous out - a reflects the local Indigenous comprises either, or both an a supplier-use component; ing engagement with relevant a supply-side support provides on performance to promote	n s s ont ers;	On Time	Apr 2017	TBC	Nov 2019	April 2017					\$0.0M								
Establish new Defence Force cadet facility	Bass	Launceston	A new cadet facility is planned Launceston's northern suburb with the opportunity to become program will provide participate team building and practical sl	os to provide young local peo me a Defence cadet. The cad ants with resilience, leadersh	et	Behind	Apr 2017	Dec 2024	N/A	April 2017					\$0.0M								
Explore funding and financing options for upgrades to Launceston's combines sewerage/stormwater systems	Bass	Launceston	Explore funding and financing Launceston's combined sewe		State, . Cwth	Completed	Apr 2017	Feb 2018	N/A	April 2017					\$0.0M								
Greater Launceston Transformation Project	Bass	Launceston	The Tasmanian Government v councils (Launceston City Cou George Town Council, West To on identifying key technology	uncil, Meander Valley Council amar Council) to work togeth	l, Local	On Time	Apr 2017	Dec 2020	Nov 2018	April 2017	\$4.5M	\$2.2M	\$2.6M	\$1.0M	\$10.3M	\$0.5M							
Implement the Greater Launceston Metropolitan Passenger Transport Plan	Bass	Greater Launceston	The objective-based Greater I Passenger Transport Plan con students and staff at the Univ campus and supports the pric create a more 'walkable city'.	siders the increased number versity of Tasmania's Inveresk oritisation of active transport		Completed	Apr 2017	Jan 2020	N/A	April 2017					\$0.0M								
Improve Digital Literacy	Bass	Launceston	Work with local stakeholders, of Commerce, to determine the uptake of the National Broadl programs to improve digital I	he best ways to promote fur band Network and deliver		On Time	Apr 2017	Jun 2021	N/A	April 2017					\$0.0M								
Increase in-fill development in the CBD	Bass	Launceston CBD	The Council will assess option partnership between the City Tasmanian Government in the planning provisions.	of Launceston and the	State, Local ewed	On Time	Jun 2018	TBC	N/A	April 2017		\$0.2M			\$0.2M								
Northern Suburbs Community Hub	Bass	Launceston	Establish a community Hub in Launceston	n the Northern Suburbs of	Local	Pre-Planning	Feb 2020	Apr 2023	U/N	May 2019	\$15.0M				\$15.0M								
Provide information and facilitation services for major projects	Bass	Launceston	Information and facilitation so investors for regional projects contribution to the regional e of regional jobs.	s that make a significant	Cwth	On Time	Apr 2017	TBC	N/A	April 2017					\$0.0M								
Provide work experience for disadvantaged youth		Launceston	Three local work experience processed in the disadvantaged youth, including the City of Launceston.	•	Local thin	On Time	Apr 2017	TBC	N/A	April 2017					\$0.0M								

the City of Launceston.

Launceston City Deal Deal Annouced Deal Signed Implementation Plan Deal Partners Deal Length

July 2016 April 2017 April 2017 Tasmanian Government 10 Years

	July	2016	April 2017	•	anian Govern ceston City Co					10 Years								c	Commonwe	alth Funding	Profile		
Name	Electorate	Location	Description		Lead	Status	Project Start	Project End	Funding Agreement	Annoucement	Cwth	State /Territory	Local Gov Other	Total Funding	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26 20	26-27 2027-2	8 2028-29	ТВА
Reduce Pollution in the Tamar Estuary through accountable investment	Bass	Tamar catchment and Launceston	from Launceston City's combi system, to improve the health	s in the Tamar Estuary's		On Time	Apr 2017	Jun 2024	May 2020	January 2018	\$49.0M	\$47.5M	\$11.0M \$33.2N	\$140.7M	\$8.8M	\$12.4M	\$16.3M	\$7.6M					
Regional Economic Development Plan	Bass	Northern Tasmania and Launceston	focus on delivering business	jobs are likely to emerge, with a growth by promoting innovation ents in the food and agribusing vation and entrepreneurship,	n	Completed	Apr 2017	Sep 2019	N/A	April 2017		\$0.1M	\$0.2M	\$0.3M									
Relocate and redevelop the University of Tasmania - Launceston Campus	Bass	Launceston		eresk. This will enliven a competitive, vibrant and ew campus will deliver broader I'd support industry innovation	Other, Cwth	On Time	Apr 2017	Dec 2024	Dec 2017	July 2016	\$130.0M	\$60.0M	\$5.4M \$70.0N	\$265.4M	\$26.0M	\$56.3M	\$21.7M	\$10.4M					
Support an Entrepreneurship Facilitator position to 2020	Bass	Launceston	services the broader Launcest region. The Facilitator promot mentoring and support to inc growing their own business. I individuals with existing supp will target services to individu The Facilitator attends career information sessions about st	tes self-employment and providuals interested in starting of The Facilitator also connects fort services in the region. They hals aged between 18 – 24 year expos, job fairs and presents farting a business to high schoot to think about self-employmen	des or s.	On Time	Apr 2017	Dec 2020	Dec 2016	December 2016	\$1.0M			\$1.0M									
Support delivery of a new Low-Power Wide-Area Network (LoRaWan)	Bass	Launceston	Roll out a new Low-Power Wi Enterprize (an innovation hub	de-Area Network through designed to support start-ups		Completed	Apr 2017	Jul 2019	N/A	April 2017		\$0.1M		\$0.1M									
Support schools to extend to years 11 and 12 by 2024	Bass	Launceston / Tasmania	11 and 12, there is an opported education delivery in norther. The extension of high schools out in partnership with school Launceston schools and colle and 12 Principles of Practice in and purposeful partnerships'	unity to create a new vision for n Tasmanian schools and colleg s to years 11 and 12 will be rolle ils and the broader community. ges will be guided by the Years ncluding 'Collective approache and 'contextually relevant unity aspiration' in shaping the	es. ed 11	On Time	Apr 2017	Dec 2022	N/A	April 2017				\$0.0M									
Survey local businesses on economic	Bass	Launceston	information from around 200	ruitment Experiences will collect local businesses annually from dentify labour market challeng		On Hold	Apr 2017	Dec 2022	N/A	April 2017				\$0.0M									

opportunities and

labour market conditions

and opportunities in the region to inform the Regional

Economic Development Plan.

Perth City Deal Deal Length Deal Annouced Deal Signed Implementation Plan Deal Partners

Western Australian Government and City of Perth September 2020 September 2020 10 Years

			30p.cm.30. 2020			in and only o													Commonwe	alth Fundi	ing Profile		
Name	Electorate	Location	Description	Lead	Status	Project Start	Project End	Funding Agreement	Annoucement		State /Territory	Local Gov	Other	Total Funding	2020-21	2021-22	2022-23	2023-24	2024-25 2	025-26	2026-27	2027-28 20	28-29 TBA
CBD Transport Plan	Perth, Swan	Perth CBD and across the Swan River	Improve active travel and public transport in the Perth CBD, increasing the attractiveness and sustainability of Perth for residents, workers and visitors	State, Local, Cwth	On Time	Sep 2020	Dec 2023	U/N	September 2020	\$47.5M	\$47.5M	\$10.0M		\$105.0M	\$4.1M	\$19.6M	\$15.6M	\$8.1M					
Curtin University expansion of campus	Perth	Perth CBD	Includes the expansion of the Graduate school of Buisiness and Law Schools, the creation of a healthcare and clinical training facility and expansion of the university's capacity to deliver short courses and post graduate programs in core sought after areas of buisness, technology, analytics and STEM programs.	State	On Time	Sep 2020	Dec 2023	N/A	September 2020		\$50.0M		\$70.0M	\$120.0M									
Digital Transformation to support Environmental approvals	Perth	Perth	Streamline environmental approvals processes to reduce assessment timeframes, contributing to economic stumulus, job creation and economic recovery.	State, Cwth	On Time	Dec 2019	ТВС	U/N	December 2019	\$24.7M	\$29.2M			\$53.9M	\$12.1M	\$11.8M							
East Perth Power Station	Perth	Perth CBD	Delivery of infrastructure to unlock future developmnt within the East Perth precinct including catalysing the East Perth Power Station Project	State, Cwth	On Time	Sep 2020	Dec 2024	N/A	September 2020		\$20.0M			\$20.0M									
Edith Cowan University Campus	Perth	Perth CBD	New ECU campus in the inner city of Perth which includes the Western Australia Academy of Performing Arts, Cyber Security Centre and Law Schools	State, Cwth	On Time	Sep 2020	Dec 2024	U/N	September 2020	\$245.0M	\$150.0M		\$300.0M	\$695.0M	\$25.0M	\$55.0M	\$55.0M	\$55.0M	\$55.0M				
Homelessness Housing Projects	Perth	Perth	Provide housing and support services to people who are homeless.	State, Local, Cwth	On Time	Sep 2020	TBC	U/N	September 2020	\$8.0M	\$25.0M	\$3.0M		\$36.0M	\$2.4M	\$3.5M	\$1.1M	\$1.1M					
Murdoch University Campus	Perth	Perth CBD	New Murdoch Univercity inner city vertical campus focusing on digital innovation to deliver business, law and Information Technology disciplines. Includes industry partnership with CISCO and an e-spot academy.	State	On Time	Sep 2020	Dec 2022	N/A	September 2020		\$50.0M		\$200.0M	\$250.0M									
Perth Aboriginal Cultural Centre	Perth	Perth CBD	Investment in community consultation and engagement, feasibility studies and preliminary design work for the Perth Aboriginal Cultural Centre.	State, Cwth	On Time	Sep 2020	TBC	U/N	September 2020	\$2.0M	\$2.0M			\$4.0M		\$2.0M							
Perth Concert Hall Redevelopment	Perth	Perth CBD	Refurbish and extend Perth's concert hall to increase arts and culture offerings, contribute to the Perth arts and tourism sectors recovery through and beyond the COVID-19 pandemic.	State, Cwth	On Time	Sep 2020	TBC	U/N	September 2020	\$12.0M	\$30.0M			\$42.0M	\$3.6M	\$5.2M	\$1.6M	\$1.6M					
Perth Cultural Centre rejuvention	Perth	Perth CBD	Create vibrant, safe and attractive areas to connect Perth's cultural institutions and the surrounds, delivering improved liveability, cultural and tourism outcomes for Perth.	State, Cwth	On Time	Sep 2020	Dec 2022	U/N	September 2020	\$10.0M	\$10.0M			\$20.0M	\$3.0M	\$4.3M	\$1.3M	\$1.3M					
Recycling waste infrastructure	Perth	Western Australia	Develop waste recycling infrastructure to help Perth City and Western Australia become more sustainable and better protect the environment.	State, Cwth	On Time	Jul 2020	TBC	U/N	July 2020	\$20.0M	\$20.0M			\$40.0M									
SpAARC	Perth	Perth CBD	Project to build on Australia's strengths as a leader in remote asset management.	State, Other, Cwth	On Time	Jun 2020	TBC	Jun 2020	June 2020	\$4.5M	\$3.5M		\$10.0M	\$18.0M	\$2.0M	\$1.5M							
WA Indigenous Business and Employment Hub	Swan	Perth	Provide a one stop shop for Indigenous businesses, entrepreneurs and job seekers to access advice and support, a place to work and connect with corporations	Cwth	On Time	Feb 2020	Feb 2030	Feb 2020	February 2020	\$10.4M				\$10.4M	\$3.3M	\$3.3M							
WACA Redevelopment	Perth	Perth CBD	The project aims to create a sustainable community and sporting hub with cricket at its heart. It will provide a further boost to Perth's CBD as a great place to live, work and play.	State, Local, Other, Cwth	On Time	Sep 2020	Dec 2024	U/N	December 2019	\$30.0M	\$30.0M	\$25.0M	\$14.0M	\$99.0M		\$10.0M	\$10.0M	\$10.0M					

Report Prepared:

15 October 2020

Townsville City Deal

Deal Annouced

Deal Signed

Implementation Plan

Deal Partners

Deal Length

Deal Length

Deal City Deal

Deal Annouced

Deal Signed

March 2017

Queensland Government

15 Years

estate.

Deal Length Report Prepared: 15 October 2020

			Townsville City C	ouncil												Con	nmonwea	lth Funding	Profile		
Name	Electorate	Location	Description	Lead	Status	Project Start	Project End	Funding Agreement	Annoucement		State /Territory	Local Gov Other	Total Funding	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	27 2028 3 29	s- TBA
Acceleration of the State Development Area (SDA)	Herbert	South East Townsville	Develop a business case for the acceleration of the SDA in consultation with the Townsville Industrial Development Board.	State	Completed	Dec 2016	Jun 2017	N/A	November 2016		\$12.5M		\$12.5M								
CRC for Developing Northern Australia	Herbert	Hermit Park	Establish an early funding round through the Cooperative Research Centre for developing Northern Australia in Townsville.	Cwth	Completed	Dec 2016	Oct 2017	N/A	November 2016				\$0.0M								
Defence Industry Consultation	Herbert	N/A	Strengthen formal consultation between representatives of the Department of Defence, Defence Industries Queensland, and a new Townsville Defence Liaison Officer.	Local, Cwth	Completed	Dec 2016	Sep 2018	N/A	November 2016				\$0.0M								
Development Corporation for Townsville	Herbert	N/A	Establish the Townsville Development Corporation.	Local	On Hold	Dec 2016	TBC	N/A	November 2016				\$0.0M								
Health and Knowledge Development Strategy	Herbert	N/A	Deliver development strategy that support the health and knowledge sectors of Townsville.	State	Completed	Dec 2016	Jun 2020	N/A	November 2016				\$0.0M								
International Education and Training Destination	Herbert	N/A	Develop Townsville's global reputation as a world-class destination for education, edu-tourism, training and research.	Local	On Time	Dec 2016	ТВС	N/A	November 2016		\$0.1M	\$0.1M \$0.0M	\$0.2M								
Managing Energy Cost and Boost Energy Productivity	Herbert	N/A	Develop and implement a tailored energy program across the city to reduce energy consumption.	Local	Behind	Dec 2016	Dec 2019	N/A	November 2016				\$0.0M								
North Queensland Stadium	Herbert	Townsville City Centre	Deliver the North Queensland Stadium	State, Cwth	Completed	Dec 2016	Feb 2020	Dec 2016	June 2016	\$100.0M	\$193.5M		\$293.5M	\$5.0M							
Public Transport Solutions	Herbert	Townsville City Centre	Investigate demand responsive and innovative public transport initiatives that enhances liveability and accessibility.	Local	On Hold	Dec 2016	TBC	N/A	November 2016		\$4.0M		\$4.0M								
Smart City Strategy	Herbert	N/A	Plan, conduct and implement a Smart City Strategy, including develop a city dashboard to report on goals and targets.	Local	Completed	Dec 2016	Oct 2018	N/A	November 2016				\$0.0M								
Stage 1 Haughton Pipeline	Herbert	Haughton River to Townsville	Duplicate the existing supply pipeline between Ross River Dam and the Haughton River	Local	Completed	Nov 2017	Mar 2020	N/A	November 2016		\$225.0M		\$225.0M								
Stage 2 Haughton Pipeline	Herbert	Haughton River to Burdekin River	Construct the Pipeline from Burdekin River to the Stage 1 Pipeline at Haughton River.	Local, Cwth	Behind	TBC	TBC	U/N	November 2018	\$200.0M			\$200.0M	\$142.5M	\$55.0M						
Townsville Eastern Access Rail Corridor	Dawson, Herbert	North Coast Rail Line to Port of Townsville	Deliver the TEARC business case and consider innovative funding and financing options.	State, Cwth	Completed	Dec 2016	Dec 2017	N/A	November 2016	\$6.7M	\$7.3M		\$13.9M	\$0.4M	\$0.6M	\$4.0M					
Townsville Entertainment and Convention Centre	Herbert	Townsville City Centre	Refine the business case, identify all financing and funding options and work with potential partners on the delivery of the entertainment centre and broader precinct.	Local	Pre-Planning	Dec 2016	Jun 2017	N/A	November 2016				\$0.0M								
Townsville Industrial Development Board	Herbert	N/A	Establish the Townsville Industrial Development Board to lead investment attraction, market engagement and coordinate case management for potential investors including working to secure priority industrial sites.	Local	Completed	Dec 2016	Sep 2018	N/A	November 2016				\$0.0M								
Townsville Port Expansion and Channel Capacity Upgrade	Herbert	Townsville Port	Complete the business case, and deliver the Channel Capacity Upgrade.	State, Cwth	On Time	Dec 2016	Dec 2023	Dec 2019	November 2016	\$75.0M	\$75.0M	\$43.5M	\$193.5M	\$35.0M	\$20.0M	\$20.0M					
Voodstock ntersection Upgrade	Herbert	WoodStock	Investigate the Upgrade of Flinders Highway to enable access to, and the development of the Woodstock Industrial and export	State	On Time	Dec 2016	Jun 2022	N/A	November 2016				\$0.0M								

				Councils	of Western Syc	dney (Vario	us)									Common	ealth Fund	ing Profile	
Name	Electorate	Location	Description	Lead	Status	Project Start	Project End	Funding Agreement	Annoucemen	Cwth	State /Territory		v Other	Total Funding	2020-21 2021-22 2022-23	2023-24 2024-25	2025-26	5 2026-27 2027	-28 2028-29 TBA
5G Strategy	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Western City	The NSW and local governments will develop a 5G Strategy for the Western Parkland City, which will include partnering with a telecommunications carrier to deliver a trial of 5G technology.	State	On Time	Mar 2018	Dec 2020	N/A						\$0.0M					
Agribusiness precinct	Hume, Lindsay	Western Sydney Aerotropolis	The NSW Government will commission a feasibility study into an agribusiness precinct for the Western Parkland City.	State	Completed	Mar 2018	Feb 2019	N/A			\$0.5N	1		\$0.5M					
An authority to masterplan the Aerotropolis	Hume, Lindsay, Werriwa	Penrith	The Australian and NSW governments will establish an authority to become master planner and developer of the Aerotropolis with an initial focus on the Commonwealth land.	State	Completed	Mar 2018	Nov 2018	N/A			\$12.0N	1		\$12.0M					
Centre of Innovation in Plant Sciences	Hume, Macarthur	Mt Annan	The NSW Government will create a Western Sydney Centre of Innovation in Plant Sciences at the Australian Botanic Garden in Mount Annan, providing excellence and leadership in plant science. It will be home to the award-winning Plantbank and new National Herbarium of NSW.	State	On Time	Mar 2018	Apr 2022	N/A			\$60.0N	1		\$60.0M					
Deliver Rail for the Western City	Chifley, Fowler, Greenway, Hume, Lindsay, Macarthur, McMahon, Parramatta, Werriwa	Western City	The Australian and NSW governments will deliver the first stage of Sydney Metro -Western Sydney Airport from St Marys to the Western Sydney Aerotropolis via Western Sydney International (Nancy-Bird Walton) Airport. On 1 June 2020, the Australian Government and NSW Government committed an extra \$3.5 billion to fast-track the project, to a total project cost of around \$11 billion. The Australian Government commitment is up to \$5.25 billion, including business case planning and the Elizabeth Drive overpass. The project will be 50-50 funded by the Australian and NSW governments through the Western Sydney City Deal, with the NSW Government to fund any extra tunnelling to and under the Aerotropolis. The NSW Government is working to protect suitable corridors for future rail connections in Western Sydney.	Cwth	On Time	Mar 2018	Dec 2026	N/A		\$5,190.0M	\$5,190.0N	1		\$10,380.0M	\$517.2M \$722.2M \$1,159.9M	\$898.0M \$1,112.7	M \$570.2N	1 \$209.9M	
Deliver Rail for the Western City - Business Case	Chifley, Fowler, Greenway, Hume, Lindsay, Macarthur, McMahon, Parramatta, Werriwa	Western City	The Australian and New South Wales governments are contributing \$60 million to a business case process, in consultation with local government. This includes investigation of integrated transport and delivery options for the full rail link from Schofields to Campbelltown-Macarthur, and an extension of the South West Rail Link to connect Leppington to the new airport via an interchange at the Western Sydney Aerotropolis. This contributes to overall project funding for Sydney Metro - Western Sydney Airport of \$5.25 billion.	State, Cwth		Mar 2018	Jun 2020	N/A		\$60.0M	\$60.0N	1		\$120.0M	\$6.3M				
Education partnership	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, Werriwa	Western City	The NSW Government will seek to establish a partnership agreement on education to identify and deliver more education facilities for the Western City to support urban growth over time, in a manner consistent with the School Assets Strategic Plan.	State	On Time	Mar 2018	Mar 2038	N/A						\$0.0M					
Establish jobs in the region	Hume, Lindsay, McMahon	Penrith	The Australian Government will establish the National Disability Insurance Scheme Quality and Safeguards Commission (NDIS Commission) in Penrith, creating up to 150 new jobs.	Cwth	Completed	Mar 2018	Jul 2018	N/A						\$0.0M					
Fast-track local housing strategies	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Western City	The Australian and NSW governments will accelerate adoption of new Local Environmental Plans, and associated local housing strategies, by providing \$2.5 million incentive payments to Camden, Campbelltown, Fairfield, Liverpool, Penrith and Wollondilly. New plans will be agreed within two years, and set a course to achieve local housing targets and better quality outcomes for local communities.	Local	On Time	Mar 2018	Dec 2020	Feb 2019		\$7.5M	\$7.5N	1		\$15.0M	\$7.5M				
Growth Infrastructure Compacts & Transport and water infrastructure models	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Western City	The NSW Government will establish Growth Infrastructure Compacts for the Western Parkland City. The compacts will coordinate planning and delivery of new jobs and housing supply and ensure that the required infrastructure is delivered as it is needed. The NSW and Australian governments will develop transport and water infrastructure models to plan innovatively for future infrastructure needs. These models will accelerate development assessment processes and streamline infrastructure delivery, and support the Growth Infrastructure Compacts.	State	On Time	Mar 2018	Jun 2021	Feb 2019		\$5.0M	\$10.0N	1		\$15.0M	\$3.0M				

Western Sydney City Deal Deal Annouced Deal Signed Implementation Plan Deal Partners Deal Length Deal Length

Commonwealth Funding Profile

March 2018 December 2018 New South Wales Governments

Councils of Western Sydney (Various)

Werriwa

New South Wales Governments 20 Years

Project Funding Annoucement Cwth State **Local Other Total** 2020-21 2021-22 2022-23 2023-24 2024-25 2025-26 2026-27 2027-28 2028-29 TBA Name **Electorate** Location Description Lead Status Project End /Territory Gov Fundina Start Agreement The NSW Government will deliver a Land Use and Infrastructure Implementation State Mar 2018 Dec 2020 N/A \$0.0M High-value Fowler, Hughes, Western Plan (LUIIP) and an associated State Environmental Planning Policy to set the employment Hume, Lindsay, Sydney planning framework for the Western Sydney Aerotropolis Growth Area. These precincts Macarthur, Aerotropolis policies will identify key employment precincts and safeguard the operation of Macquarie, McMahon, the Western Sydney International (Nancy-Bird Walton) Airport. The NSW Government will set and publish 5- and 20-year housing targets for Fowler, Hughes, Western On Time Mar 2018 Jul 2021 N/A \$0.0M Housing targets for State the Western Hume, Lindsay, City each local government area to deliver at least 184,500 homes over the next 20 Parkland City Macarthur. years consistent with the targets in the Western City District Plan. Macquarie. McMahon, Werriwa The Australian Government will establish an Indigenous Business Hub in the Completed Mar 2018 Jul 2019 N/A \$0.0M Fowler, Hughes, Liverpool Indigenous **Business Hub** Hume, Werriwa Western Parkland City, to capitalise on the opportunity for Indigenous businesses and entrepreneurs. The hub will deliver; facilitation of business support; and access to short-term office space and connections to commercial opportunities to support a thriving Indigenous business sector. Mar 2018 Jun 2022 N/A \$8.0M \$8.0M Indigenous small Fowler, Hughes, Western The NSW Government will deliver an Indigenous small business and skills On Time package across the Western Parkland City. The package will include; an business and skills Hume City Macarthur, expansion of the Opportunity Hub in Campbelltown to help connect Indigenous package school leavers with jobs; a new Opportunity Hub in Liverpool; an Indigenous Werriwa Business Connect Program to support Indigenous people to start or grow a business; 50 additional Bert Evans scholarships and mentoring support for young people; and a dedicated Aboriginal Enterprise Development Officer Program. The Australian and NSW governments will work to adopt Indigenous, social and State, Indigenous, social Fowler, Hughes, Western On Time Mar 2018 Mar \$0.0M and local Hume, Lindsay, City local employment and procurement targets in construction projects, including a

Cwth 2038 participation Macarthur, 2.4 per cent Indigenous employment target and a 3 per cent Indigenous procurement target for construction projects in the district. targets Macquarie, McMahon, The NSW Government will support the introduction of these targets by Werriwa increasing funding for apprenticeships and traineeships in Western Sydney, and for pre-vocational qualifications. The NSW Government will establish an Investment Attraction Fund to support \$5.0M \$5.0M Investment Fowler, Hughes, Western State On Time Mar 2018 Jun 2021 N/A Attraction Fund Hume, Werriwa City the work of the Western Sydney Investment Attraction Office (WSIAO). On Time J7A Surplus Fowler, Hughes, Western The NSW and local governments will review government land and explore Mar 2018 Mar \$0.0M government land to Hume, Lindsay, City opportunities for release of surplus or under-utilised land and assets to drive 2038 drive jobs growth Macarthur economic growth. Macquarie, McMahon, Werriwa J7B Surplus Hume, Lindsay, Western The Australian Government will release the Penrith Multi-User Depot for sale, to Cwth On Time Mar 2018 Dec 2021 N/A \$0.0M government land to McMahon City be used to support jobs growth in the Penrith CBD. drive jobs growth Key performance Fowler, Hughes, Western To monitor the impact of the commitments delivered through the Western On Time Mar 2018 Mar \$0.0M Hume, Lindsay, City Sydney City Deal, parties will agree and publish key performance metrics in the 2021 metrics Macarthur, implementation plan. The City Deal will be evaluated three years after its signing. Macquarie, McMahon, Werriwa Fowler, Hughes, Western The three levels of government will establish a long-term governance Completed Mar 2018 Mar \$0.0M Long-term N/A arrangement. This will oversee the delivery of the City Deal and the enduring 2038 governance Hume, Lindsay, City Macarthur, growth and sustainability of the Western Parkland City. The Implementation Macquarie, Board will establish mechanisms to consult with stakeholders. McMahon Werriwa The Australian and NSW governments will undertake land use and infrastructure State New Growth Area Lindsay, Western On Time Mar 2018 Jun 2021 N/A \$1.3M \$1.3M \$2.5M \$1.3M for the Greater McMahon City planning for a new Growth Area for the Greater Penrith to Eastern Creek Penrith to Eastern corridor. This will ensure new housing can be planned, delivered and integrated with new infrastructure such as schools, health care and transport. Creek corridor The NSW Government will build a new public high school in the Aerotropolis \$0.0M New public high Fowler, Hughes, Western Mar 2018 Mar On Time N/A State school focused on Hume, Lindsay, with vocational links to Western Sydney International (Nancy-Bird Walton) 2038 Airport and the aerospace and aviation industries, preparing students for future the aerospace and Macarthur, Aerotropolis aviation industries Macquarie, job opportunities. McMahon,

will be delivered, when they will be delivered and who will be

responsible.

McMahon, Werriwa

Report Prepared:

15 October 2020

			March 2018 December 2018 New South Wa						20 Years												
			Councils of Wo	estern Sydne	ey (Various)												C	Franking Darki	_		
1	ı				1		1	I		1		l I	I	1	ı		Commonwealth	_	1		
Name	Electorate	Location	Description	Lead	Status	Project Start	Project End	Funding Agreement	Annoucement		State /Territory	Local Gov O	ther Total Funding		20-21 2021-22	2022-23	2023-24 202	24-25 2025-26	2026-27	2027-28	2028-29 TBA
Openly available data sets	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Western City	The NSW and local governments will explore, identify and make data publicly available in line with open-data principles. To facilitate this, the Australian Government will establish a Western Parkland City data catalogue on data.gov.au and NationalMap, and support local governments to fully utilise the platform. Better access to local data has the potential to drive innovation and improved service delivery across the Western Parkland City.	Cwth	On Time	Mar 2018	Feb 2021	N/A					\$0.0N	M							
Rapid bus service for the Western City	Fowler, Hume, Lindsay, Macarthur, Werriwa	Western City	The NSW Government will establish rapid bus services from the metropolitan centres of Penrith, Liverpool and Campbelltown to Western Sydney International (Nancy-Bird Walton) Airport before it opens in 2026, and to the Western Sydney Aerotropolis.	State	On Time	Mar 2018	Dec 2025	N/A					\$0.0N	М							
Restore and protect South Creek	Lindsay, Macarthur, McMahon, Werriwa	Western City	The South Creek corridor from Narellan to Hawkesbury has been identified as an important environmental spine and organising landscape element for the Western Parkland City. The NSW Government will develop a strategy for South Creek that will investigate its restoration and protection as part of the broader strategy of integrating land use and water management within th 63,000 hectare catchment.		On Time	Mar 2018	Dec 2020	N/A					\$0.0N	M							
Smart Western City Program	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Western City	The NSW Government will deliver a Smart Western City Program to enable NSW agencies to embed interoperable smart and secur technology—such as transport and utility monitoring systems—into new infrastructure as it is rolled out.		On Time	Mar 2018	Oct 2020	N/A					\$0.0N	М							
STEM University	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Western Sydney Aerotropolis	The NSW Government will call for proposals from leading global universities and industry to form part of an integrated Aerospace Institute in the Aerotropolis.	State	Completed	Mar 2018	Dec 2018	N/A					\$0.0N	М							
Strategic assessment under the EPBC Act	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Western City	The Australian and NSW governments will progress a Strategic Assessment under the Environment Protection and Biodiversity Conservation (EPBC) Act 1999 (Cth) (EPBC Act) to protect the environment and streamline environmental approvals for development.	State, Cwth	On Time	Mar 2018	Sep 2020	N/A					\$0.0N	M							
TAFE Skills Exchange near Western Sydney International (Nancy-Bird Walton) Airport	Hume, Werriwa	Near Western Sydney International (Nancy-Bird Walton) Airport	TAFE NSW will work with the Australian Government and Western Sydney Airport to establish a Skills Exchange near the Western Sydney International (Nancy-Bird Walton) Airport, to provide loca training for the workers needed to construct the airport and other major projects.		On Time	Mar 2018	Mar 2026	N/A					\$0.0N	M							
Uniform local government engineering design standards and telecommunications planning	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Western City	The Australian Government will support council development of uniform, best practice local government engineering design standards to simplify the development assessment process, delive better outcomes for local residents and reduce costs to homebuyers.	Local	On Time	Mar 2018	Dec 2020	Feb 2019		\$1.3M			\$1.3N	M	\$0.3M						
VET facility in the Aerotropolis	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Western Sydney Aerotropolis	The NSW Government will establish a permanent VET facility in the Aerotropolis with a focus on construction, aviation and aeronautical-related engineering to support residents of the Western Parkland City to access jobs of the future.	State	On Time	Mar 2018	Dec 2023	N/A					\$0.0N	М							
Western City Digital Action Plan	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Western City	Local governments will lead the development of a Western City Digital Action Plan in collaboration with the Australian and NSW governments, and industry partners.	Local	Completed	Mar 2018	Aug 2020	N/A				\$0.2M	\$0.21	М							
Western Parkland City Liveability Program	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Western City	To establish a hallmark Western Parkland City Liveability Program. Projects funded will deliver improved community facilities and urban amenity, and enhance liveability to enable and complemen new housing supply.	Local,	On Time	Mar 2018	Jun 2022	Feb 2019		\$60.0M	\$60.0M	\$70.1M	\$190.11	M \$	30.8M \$18.2M	I					
Western Sydney Aerotropolis	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Badgerys Creek	The Australian, NSW and local governments will work together to establish the Western Sydney Aerotropolis as a world-class city precinct that supports jobs growth. The Australian Government will enable the development of 114 hectares of Commonwealth land at North Bringelly, to accelerate jobs growth and help build the new Western Parkland City. The NSW Government will establish an enabling infrastructure program on the Commonwealth land to kick-start servicing of the precinct.	State, Cwth	On Time	Mar 2018	Dec 2026	N/A					\$0.0N	М							
Western Sydney City Deal implementation	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Western City	The three levels of government will agree and publish an implementation plan for the City Deal in 2018. The implementation plan will clearly define how these commitments will be delivered when they will be delivered and who will be	State, Cwth	Completed		Dec 2018	N/A					\$0.0N	М							

Western Sydney City Deal

Deal Annouced

Deal Signed

Implementation Plan

Deal Partners

Deal Length

March 2018

Deal Signed

New South Wales Governments

20 Years

opportunities

Report Prepared: 15 October 2020

			Councils of West	tern Sydne	ey (Various)																		
																Con	nmonwe	alth Fund	ding Pro	file			
Name	Electorate	Location	Description	Lead	Status	Project Start	Project End	Funding Agreement	Annoucement Cwth	State /Territory	Local Gov	Other Total Funding	2020-2	1 2021-	22 2022	2-23 20	23-24	2024-25	2025-2	26 2026	-27 202	7-28 202	28-29 TBA
Western Sydney Health Alliance	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Western City	Local governments, in collaboration with health partners, will establish the Western Sydney Health Alliance to improve coordination and effectiveness of health services in the region, supporting healthier neighbourhoods.	Local	On Time	Mar 2018	Mar 2038	N/A			\$0.2M	\$0.2M											
Western Sydney Investment Attraction Office	Fowler, Hume, Werriwa	Liverpool	The NSW Government, with the Australian Government and local governments, will establish the Western Sydney Investment Attraction Office (WSIAO) in Liverpool to attract domestic and international investment. Its initial focus will be on the Aerotropolis, as well as supporting existing industrial areas and employment centres.	State	Completed	Mar 2018	Aug 2018	N/A				\$0.0M											
Western Sydney Planning Partnership	Chifley, Fowler, Greenway, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Western City	The NSW Government will create a new planning partnership with the City Deal councils—Blue Mountains, Hawkesbury, Liverpool, Penrith, Campbelltown, Camden, Fairfield and Wollondilly—in conjunction with Blacktown to achieve more efficient and higher quality outcomes.	Local	Completed	Mar 2018	Mar 2018	Feb 2019		\$0.7M	\$0.1M	\$0.8M											
Work with Indigenous organisations to maximise	Fowler, Hughes, Hume, Lindsay, Macarthur, Macquarie, McMahon, Werriwa	Western City	The three levels of government commit to work with Indigenous organisations in the Western Parkland City, to realise economic, social and cultural outcomes for Aboriginal people in Western Sydney.	State	On Time	Mar 2018	Mar 2038	N/A				\$0.0M											

Accountable Authority Instruction

Grants

This Accountable Authority Instruction (AAI) sets out the policies for grants.

Grant activities can take a variety of forms, including payments made as a result of competitive or non-competitive selection processes; where particular criteria are satisfied; or on a one-off or ad hoc basis. The Commonwealth Grants Rules and Guidelines apply to all forms of granting activity. However, there are various types of arrangements that may provide financial assistance but are not grants. The Commonwealth Grants Rules and Guidelines provide a list of these arrangements.

If you are unsure whether a particular arrangement is a grant, see also Resource Management Guide No. 411: Grants, procurements and other financial arrangements.

Grant administration covers all elements of the grant lifecycle, including:

- developing grant opportunity guidelines (i.e. planning and design)
- selecting grantees
- managing grant agreements (i.e. the ongoing relationship with grantees)
- · reporting on grants
- review and evaluation.

These instructions also cover situations where a third party is responsible for grant administration.

Instructions

All officials -

- 1. Officials must:
 - a. Establish and document whether a proposed activity is a grant before applying the Commonwealth Grants Rules and Guidelines.
 - b. Comply with relevant legislation and government policies, including:
 - i. act in accordance with the Commonwealth Grants Rules and Guidelines
 - ii. have regard to the seven key principles in Part 2 of the Commonwealth Grants Rules and Guidelines that apply to grants administration
 - iii. disclose information that the government requires to be notified
 - iv. disclose any current or prospective personal interest that might create a conflict of interest (see AAI Conflict of Interest)
 - v. not use clauses in grant agreements that seek to limit, prevent or ban a not-for-profit organisation from advocating on policy issues
 - c. Use competitive, merit-based selection processes to allocate grants, unless specifically agreed otherwise by a minister, accountable authority or delegate.
 - d. Where a method other than a competitive merit-based selection process is used, officials must document why this approach has been used.
 - e. Use a Grants Administration Hub to manage grant arrangements unless an exemption has been provided by the Minister for Finance.

Officials involved in developing grant opportunity guidelines —

- 2. Officials must ensure that grant opportunity guidelines are:
 - a. developed for all new grant opportunities, and revised whenever significant changes are made to the grant opportunity
 - b. consistent with the Commonwealth Grants Rules and Guidelines, and

- c. made publicly available on GrantsConnect (or another approved site), except when there is a specific policy reason to not publicise the grant guidelines or the grant is provided on a one-off or ad-hoc basis
- 3. Officials must must only release grant opportunity guidelines once the approval process for new or revised program guidelines has been completed.

Officials involved in entering into grant agreements —

- 4. Before entering into a grant agreement (or making a grant payment if there is no agreement), officials must ensure that:
 - a. they have legal as well as policy authority to enter into the grant
 - b. the requirements for approval in these instructions have been met (see AAI Relevant Money approving commitments and entering into arrangements)
 - c. where the grant agreement is managed through a Grants Administration Hub there is a Memorandum of Understanding agreed for management of the grant.

Officials supporting portfolio ministers —

- 5. Officials must ensure the Minister is advised of their responsibilities under the PGPA Act, the Commonwealth Grants Rules and Guidelines (CGRGs) and other relevant rules.
- 6. Where a Minister approves the proposed expenditure of relevant money for a grant in accordance with section 71 of the PGPA Act, they must be satisfied, after making reasonable inquiries, that the grant would be a proper use of public resources;
- 7. Officials must ensure the Minister receives advice from the department on the proposed grant, as required under the CGRGs before the Minister makes a decision;
- 8. Each time a Minister who is a member of the House of Representatives approves a grant in respect of their own electorate, officials must ensure that the Minister writes to the Finance Minister advising of the details. This requirement does not apply where grants are awarded Australia, state or region-wide on the basis of a formula, and any of those grants fall in the Minister's electorate. Presiding officers of the departments of the Parliament are not required to report to the Finance Minister;
- 9. Officials must ensure the Minister, whether from the Senate or the House of Representatives, reports annually (by 31 March for the preceding calendar year) to the Finance Minister on all instances where they have approved any grants that the entity recommended be rejected, or where no recommendation was made but the application did not meet the eligibility and assessment criteria and, if so, outline the basis of the approval for each grant. Presiding officers of the departments of the Parliament are not required to report to the Finance Minister.

Officials involved in reporting on grants —

10. Officials must:

- Ensure that information on individual grants is published in accordance with timelines and guidance specified in the Commonwealth Grants Rules and Guidelines, including, once operational, on GrantConnect;
- b. Consider whether public reporting of a grant would be contrary to the Privacy Act 1988, other statutory requirements, or the specific terms of the grant agreement you must publish as much information as legally possible and must document the reasons for not reporting fully;
- c. Consider whether publishing grant information could adversely affect the achievement of government policy outcomes if it is likely to adversely affect outcomes, and exemption from public reporting can be sought from the Finance Minister;
- d. Retain information on individual grants in accordance with guidance specified in the Commonwealth Grants Rules and Guidelines, for at least two financial years if this is not practicable, you must retain appropriate records of the information and ensure that these records are available on request;
- e. Identify whether a grant agreement contains special confidentiality provisions
- f. Ensure that the department complies with any other grant reporting requirements established by the Parliament.

Guidance to all officials

- Grants processes and a grants guide, including checklists has been developed to assist officials to comply with the requirements in the PGPA Act, Commonwealth Grants Rules and Guidelines, and this AAI. This can be found at:
 - ENTR: Grants and Funding Agreements
 - o Communications network: Grants
- 2. When grant opportunity guidelines are updated, the process should include conducting a risk assessment of the grant activities and associated guidelines, in consultation with the relevant agency advice unit in Finance and the Department of the Prime Minister and Cabinet, to obtain agreement on the risk level of the grant activity. The assessed level of risk will determine the process for gaining approval to publish the grant opportunity guidelines.

Definitions

Commonwealth Grants Rules and Guidelines (CGRGs) are a legislative instrument issued by the Finance Minister under section 105C(1) of the PGPA Act. The CGRGs require officials to act in accordance with the CGRGs when performing duties in relation to grants administration. The CGRGs define what consitutues a grant and detail the requirements for proper grant administration.

Grant is an arrangement for the provision of financial assistance by the Commonwealth or on behalf of the Commonwealth. Grants are an arrangement where financial assistance by the Commownealth is paid to a party that addresses one or more of the Australian Government's policy outcomes while assisting the grantee achive its objectives.

Grants Administration Hub means the department's grants administration provider.

GrantConnect is the Australian Government's grant information system. It is intended to provide a central facility for the publication of all publicly available Grant Opportunities; electronic distribution of Grant Opportunity Guidelines and addenda, and electronic distribution of Forecast Opportunity Documentation.

Grant Opportunities is a collective term to describe any notice published on GrantConnect inviting potential recipients to apply for an Australian government grant. Grant opportunities may be open or restricted and will reflect the relevant grant selection process specified in the CGRGs.

Grant Opportunity Guidelines provides all the relevant program and opportunity information required for potential applicants to understand the purpose, application process and administration of the program.

Finance law means the PGPA Act, *Public Governance, Performance and Accountability Rule 2014* (PGPA Rule), and instruments made under the PGPA Act or an Appropriation Act.

One-off or ad hoc grants are grants that generally do not involve planned selection processes and are designed to meet a specific need, due to urgency or other circumstances. These grants are generally not available to a range of applicants or on an ongoing basis.

Other relevant documents

Guidance and other relevant documents

- Intranet resources:
 - ENTR: Grants and Funding Agreements
 - Communications network: Grants
- Commonwealth Grants Rules and Guidelines
- Resource Management Guide 412: Australian Government grants: briefing and reporting
- Resource Management Guide 415: Commonwealth grants and procurement connected policies
- Resource Management Guide No. 203, General duties of officials

Related AAIs and delegation instruments

- AAI Relevant Money
- AAI Conflict of interest
- AAI Probity
- AAI Risk Management
- Accountable Authority Delegations

Effective date	10 July 2020
Approved by	Mr Simon Atkinson, Secretary
	under section 20A of the PGPA Act
Legislative	PGPA Act: s.15
requirements	Commonwealth Grants Rules and Guidelines
Content owner	Financial Operations Section, Finance Branch, Finance, Legal and IT Division
	Grants@infrastructure.gov.au

Emergency

ENTR Business Services Finance and Procurement
Grants and Funding Agreements Grants Overview and Hub



Grants Overview and Hub

Commonwealth Grants Framework

The Commonwealth Grants Rules and Guidelines (CGRGs) are a legislative instrument issued (by the Finance Minister) under section 105C of the *Public Governance, Performance and Accountability Act 2013*.

They establish the Government's policy framework under which entities and the Hubs undertake their own grants administration activities. They articulate the Government's expectations for Ministers, Accountable Authorities and officials of all non-corporate Commonwealth entities.

Corporate Commonwealth entities are generally not subject to the CRGRs. However, the CGRGs do apply to third parties, including members of advisory committees; non-government organisations and Corporate Commonwealth entities, where these groups undertake grants administration on behalf of the Commonwealth.

Constitutional and Legislative Risk

Some years ago the High Court decided that most Commonwealth expenditure has to be expressly authorised by legislation (in addition to an appropriation). Please consider the requirement for a constitutional and legislative risk assessment (CLRA) before undertaking a new granting activity. Guidance is available on the Legal Services ENTR page.

Grants Hub

The objectives of the Streamlining Government Grants Administration Program is to ensure a simpler, more consistent and cost efficient grants administration process across government that builds on grants.gov.au (GrantConnect) and includes:

- a consistent whole of government grants administration process (with different work flow patterns to support different business needs);
- · two administration hubs serviced by two ICT systems; and
- a Data Warehouse.

All New Policy Proposals (NPP) that include grant proposals must be developed by participating agencies in consultation with the Grants Hub to ensure that the implementation costs and Average Staffing Levels (ASL) requirements are recognised and included, consistent with Rule 4 of the Budget Process Operational Rules (Consultation and Cross-Portfolio policy proposals).

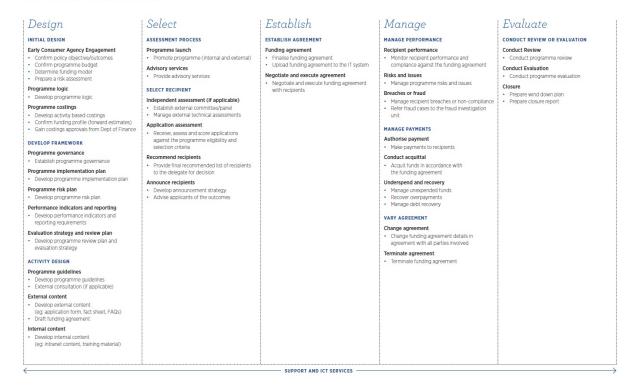
Where a NPP includes a grant proposal, all implementation costs (business processes and ICT software) across the five stages of the grants administration lifecycle must be prepared in consultation with the Grants Hubs.

The specific activities to be undertaken by the Hubs in implementing grant proposals must be agreed with the Hubs and reflected in the costings, and agreed to by the Department of Finance.

There is an Estimates Memorandum (EM) 2017-40 which outlines the arrangements for the Grants Hub, exemptions and deferments. This EM is available from the Grants team at Grants@infrastructure.gov.au.

The Grant Program Lifecycle represents the single whole of government grants administration process. It comprises five phases:

DRAFT - Whole of Government - Grant Programme Delivery Model **Grant Programme Lifecycle**



Grants Helpline: 02 6274 7585 or grants@infrastructure.gov.au



Was this information helpful?

Yes Somewhat

No

Next content review date: 11 November 2017

Maintained by (Section): Financial Operations

Last modified on: 2/09/2020 11:38:15 AM

Emergency

ENTR Business Services Legal Services

7 AAA

Commonwealth expenditure - constitutional and legislative risk assessments

Commonwealth expenditure - constitutional and legislative risk assessments

Expenditure by the Commonwealth

This guidance explains:

- the issues relating to expenditure of Commonwealth funds, in the form of grants, procurements or otherwise;
- when and why a 'constitutional and legislative risk assessment' (CLRA) is required;
- how and from whom a CLRA is obtained; and
- the procedure and roles where new legislative authority for expenditure is required.

What is a CLRA?

Some years ago the High Court (in *Williams v Commonwealth (No 1)* and *Williams v Commonwealth (No 2)*) decided that all Commonwealth spending must fall within a subject matter of the Commonwealth Parliament's express or implied legislative powers in the Constitution. It also decided that most Commonwealth expenditure has to be expressly authorised by legislation (in addition to an appropriation). This was a significant change from the previously understood position in relation to Commonwealth spending.

A constitutional and legislative risk assessment (CLRA) is legal advice from the Australian Government Solicitor (AGS) that assesses proposed spending against these requirements.

When is a CLRA required or not required?

The constitutional requirements concerning Commonwealth spending following these High Court decisions apply to all Commonwealth spending, whether in the form of a grant, procurement or something else, and whether the money being spent has been appropriated for a departmental item or an administered item.

Grants

A CLRA must always be sought for a grant or a grant program. This is reflected in the Grant Accountable Authority Instructions (AAIs), which requires a CLRA to be obtained for all grant programs, including one-off or ad hoc grants (see para 4).

Procurements

The Procurement AAI requires a CLRA to be sought for all open tender procurements (see para 3), which by default includes all procurements valued at or over \$80,000 (GST inclusive) (see para 16).

A CLRA will not be essential for most other procurements, such as procurements for:

- the services of consultants to provide advice to the Department or Government;
- labour hire;
- communications services to publicise the activities of government;
- the running of the Department;
- filling statutory roles or functions (for example Airport Building Controllers);
- subscriptions to international or other organisations.

Additionally, procurements using panel arrangements will generally also not need a CLRA, provided the services being obtained are for the Department/Commonwealth and not for a third party.

This is because most procurements undertaken by the Department will fall within the concept of expenditure for the 'ordinary and well-recognised activities of government'. The High Court said that such expenditure will be supported by s 61 and/or s 64 (and s 51(xxxix)) of the Constitution and does not require express legislative authority.

However, a CLRA should be sought in respect of procurements which are not caught by the AAI requirement for a CLRA (eg those that are direct source and/or with a value of less than \$80,000) which are unusual, such as:

- procurements that are for the benefit of a third party and not the department (eg procuring mental support services for persons who are not departmental employees/their families);
- communication/publicity campaigns where the purpose is to spread a message as opposed to publicising a government program;
- sponsorships that are not clearly grants.

Many spending proposals start as new policy proposals (NPPs) in the budget process. In this context, the NPP/cabinet submission template and the Budget Process Operational Rules make a CLRA mandatory.

Changed spending

If a CLRA has been obtained in respect of spending (eg at the NPP stage) and there is a change in the nature of the spending, this may result in the CLRA no longer applying and you may need to obtain a new CLRA. This is likely to arise if there are significant changes to any of the following:

- the purpose of the spending (ie what outcome is sought to be achieved);
- the recipient of the spending (ie who will get the money—for example, will it be a State/Territory government, local government body, community organisation, charity, corporation etc);
- how the spending will occur, particularly if previously a State/Territory was involved in distributing the spending to end recipients but this is no longer to be the case.

How to obtain a CLRA

For any NPPs or Cabinet Submissions being coordinated by Finance Branch in the Budget context (whether it pertains to the Alinga or Nishi part of the Department), the Budget Policy area in Finance Branch will request the CLRA from the Department's outposted AGS General Counsel (who manages the Legal Services (ITRD) Branch), once draft NPPs have been provided to the Budget Policy area. For further advice, please contact Gillian Munro in Budget Policy at FL-BudgetPolicy@infrastructure.gov.au.

If your spending proposal is/was not part of an NPP, or is part of an NPP or cabinet submission which is not being coordinated by Finance Branch, the branch or division (in either Nishi or Alinga) responsible for the spending should request (with SES approval) the CLRA from the AGS General Counsel directly.

The following information should be included in the request:

- the amount of and timeframe for the spending;
- the purpose of the spending (ie what will the money be spent on to achieve what outcome);
- the recipient of the spending (ie who will get the money—for example, will it be a State/Territory government, local government body, community organisation, charity, corporation etc);
- how it is proposed the spending will occur (ie what is the process for spending the money).

There is no set template for the request; the regular Request for Legal Services form could be used but an email containing the above information (and relevant attachments) would also suffice. Please send requests to hilary.manson@ags.gov.au, and copy Schedule1AB@infrastructure.gov.au.

What a CLRA contains

A CLRA will assess the 'constitutional risk' – that is, the extent to which the spending proposal is supported by the Commonwealth Parliament's legislative powers set out in the Constitution, and the 'legislative risk' – that is whether express legislative authorisation is needed for the spending, and if so, whether there is legislation authorising the spending. If the CLRA concludes that there is a high risk that no existing legislation authorises proposed spending, it may recommend that new legislative authority be created. This can (and usually does) take the form of a new item (a Sch 1AB item) to be inserted into Schedule 1AB of the *Financial Framework (Supplementary Powers)* Regulations 1997 (the FFSP Regs).

Procedure for creation of a Sch 1AB item to authorise spending

If the CLRA recommends that new legislative authority be created, and to that end it is decided to pursue a new Sch 1AB item, the FFSP Regs will need to be amended to insert the new item before any of the relevant spending can occur. Some activity short of actual spending may be able to occur prior to the item coming into force, but legal advice should be sought before doing this.

The Department of Finance (Finance) is responsible for the FFSP Regs, and have a detailed process for agencies to request the insertion or amendment of Sch 1AB items. The AGS General Counsel prepares proposed wording for the new item and the Office of Parliamentary Counsel (OPC) drafts amendment regulations to insert a new item on Finance's instructions. The amending regulations are made by the Governor-General at designated Federal Executive Council (ExCo) meetings (approx. every 2 months). This process can take around 2-3 months leading up to the ExCo meeting. The Legal Services (ITRD) Branch coordinates the Sch 1AB item process for the Department. Noting the length of time required for the Finance-mandated process, you should contact Legal Services (IRTD) as early as possible (by emailing Schedule1AB@infrastructure.gov.au), usually after the spending proposal has been approved (but it is possible to start the process pending final spending approval (eg by Cabinet), as long as approval is obtained at least 1 month before the FFSP Regs are to be amended).

Legal Services (IRTD) Branch will guide you through the process and provide additional information to assist you in this process. The process involves:

Step	Responsible party
Choosing which available ExCo meeting the amending regulation should go to.	Line area
2. Preparing a draft letter from the Infrastructure Minister to the Minister for Finance seeking the latter's agreement to amend the FFSP Regs. This draft letter needs to be provided to Finance 2 months before the ExCo meeting for review and agreement. The letter must include:	Line area with assistance from LS (ITRD) Branch
a. a summary of the proposed Commonwealth expenditure;	Line area
b. a detailed description of the proposed Commonwealth expenditure;	Line area
c. policy authority;	Line area
d. date of the proposed ExCo meeting;	Line area
e. funding information;	Line area
f. public announcement of the Commonwealth expenditure;	Line area
g. summary of the AGS statement of the constitutional risk and legislative risk;	LS (ITRD) Branch, based on the CLRA

h. suggested text for the proposed Schedule 1AB item;	LS (ITRD) Branch, based on the CLRA
i. statement specifying the constitutional head(s) of power;	LS (ITRD) Branch, based on the CLRA
j. statement of the relevance and operation of constitutional (head)s of power;	LS (ITRD) Branch, based on the CLRA
k. decisions about Commonwealth expenditure;	Line area
l. availability of independent review of decisions; and	Line area
m. statement of compatibility with human rights.	Line area
3. Consultation on the letter with the Office of Constitutional Law (OCL) in the Attorney-General's Department.	LS (ITRD) Branch
4. Finance will provide comments and seek clarifications on the draft text	LS (ITRD) Branch will liaise with Finance; Line area responsible for responding to Finance comments
·	will liaise with Finance; Line area responsible for responding to

7. The SES officer in the department who is responsible for the proposed spending will need to clear the draft amendment regulations and the explanatory statement.	LS (ITRD) Branch will provide draft instruments to line area for SES clearance
8. Finance will prepare the package that will go to the ExCo Secretariat 2-3 weeks before the ExCo meeting.	Finance
9. The Governor-General makes the amendment regulations at the ExCo meeting. OPC registers them on the Federal Register of Legislation. Registration usually occurs 2 days after the ExCo meeting; express registration (either on the day or the day after the ExCo meeting) can be arranged for an additional fee payable.	Finance; LS (ITRD) Branch will inform line area when regulations are made
10. OPC charges Finance for the preparation and registration of the regulations, which is in turn invoiced to the department. LS (ITRD) Branch will forward the invoice to the relevant line area for payment.	LS (ITRD) Branch will forward invoice to line area; Line area responsible for paying invoice

Was this information helpful?

Yes Somewhat

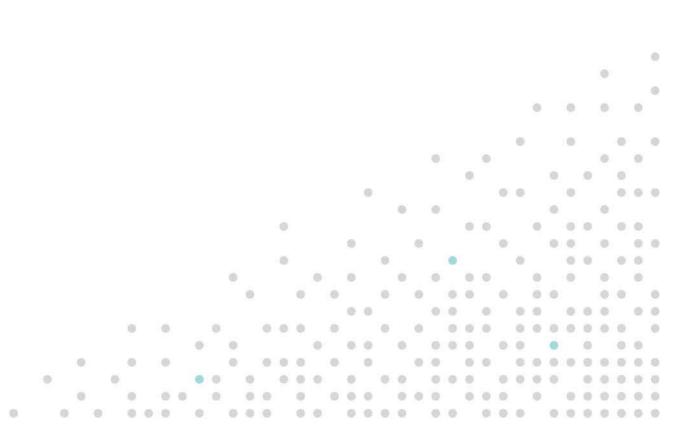
No

Next content review date: 19 February 2021

Maintained by (Section): Administrative Law

Last modified on: 19/08/2020 2:04:23 PM





Commonwealth Grants Rules and Guidelines 2017

Department of Finance (Governance and Public Management)

Copyright Notice

Content

© Commonwealth of Australia 2017

ISBN: 978-1-925537-09-3 (online)

With the exception of the Commonwealth Coat of Arms, any material protected by a trade mark, and where otherwise noted, this work is licensed under a Creative Commons Attribution 3.0 Australia licence (http://creativecommons.org/licenses/by/3.0/au/).



The details of the relevant licence conditions are available on the <u>Creative Commons website</u> (accessible using the links provided) as is the <u>full legal code for the CC BY 3 AU licence</u>.

Use of the Coat of Arms

The terms under which the Coat of Arms can be used are detailed on the following website: www.dpmc.gov.au/resource-centre/government/commonwealth-coat-arms-information-and-guidelines.

Content from this website should be attributed as the Department of Finance.

Foreword

Grants are widely used to achieve government policy outcomes which support our Nation's jobs, growth and innovation. The Australian Government provides grants to a wide number of stakeholders for the benefit of all Australians. Each year billions of dollars' worth of grants benefit the public including through:

- increased social services;
- expanded opportunities for businesses;
- · emergency relief; and
- research and innovation.

To assist with delivering outcomes for the Australian public, the Government remains committed to simplifying and improving the transparency of grants administration. The updated *Commonwealth Grants Rules and Guidelines 2017* is supported by a number of initiatives, including:

- GrantConnect, the Commonwealth whole-of-government web-based facility which will improve publication of grant opportunities and reporting on grants awarded;
- the development of whole-of-government tools and templates to standardise grants administration processes; and
- the business and community grants administration hubs, that are streamlining grants administration across the Australian Government.

I am pleased to make the *Commonwealth Grants Rules and Guidelines 2017* under subsection 105C(1) of the *Public Governance, Performance and Accountability Act 2013*. The *Commonwealth Grants Rules and Guidelines* (F2014L00908) are repealed. This instrument commences on the day after it is registered.

I commend the *Commonwealth Grants Rules and Guidelines 2017* to all those in the Australian Government involved in grants administration.

Mathias Cormann

Minister for Finance

Contents

Part 1	Mandatory Requirements	5
1.	Purpose	5
2.	Objectives and Scope	6
3.	Resource Management Framework	9
4.	Grants-specific Processes and Requirements	11
5.	Public Reporting	14
Part 2	Guidance on Key Principles	16
6.	Key Principles for Grants Administration	16
7.	Robust Planning and Design	17
8.	Collaboration and Partnership	20
9.	Proportionality	23
10.	An Outcomes Orientation	26
11.	Achieving Value with Relevant Money	29
12.	Governance and Accountability	32
13.	Probity and Transparency	35
Acron	nyms	39
Glossary		40

Part 1 Mandatory Requirements

1. Purpose

- 1.1. The Commonwealth Grants Rules and Guidelines 2017 (CGRGs) are issued by the Finance Minister under section 105C of the Public Governance, Performance and Accountability Act 2013 (PGPA Act).
- 1.2. The CGRGs establish the overarching Commonwealth grants policy framework and articulate the expectations for all non-corporate Commonwealth entities¹ in relation to grants administration. Under this overarching framework, non-corporate Commonwealth entities undertake grants administration based on the mandatory requirements and key principles of grants administration in the CGRGs.²
- 1.3. The CGRGs contain a small number of requirements that apply to Ministers.³ These include grants related decision-making and reporting requirements, in addition to the legislative requirements that apply where a Minister approves proposed expenditure.
- 1.4. The CGRGs are divided into two parts. Part 1 contains mandatory requirements. Part 2 further explains how entities should apply the seven key principles of grants administration.
- 1.5. Requirements that must be complied with are denoted by the use of the term *must* in the CGRGs. The use of the term 'should' in the CGRGs, denotes better practice.
- 1.6. The combination of mandatory requirements and better practice guidance in the CGRGs provides accountable authorities⁴ and officials with the flexibility to administer grants that contribute to a range of government outcomes and to work together with non-government stakeholders, such as industry, small business and the not-for-profit sector.

¹ Corporate Commonwealth entities are generally not subject to the CGRGs. However, the CGRGs apply to third parties, including members of external committees, non-government organisations and corporate Commonwealth entities, where they undertake grants administration on behalf of the Commonwealth.

² Government may make further decisions which affect the administration of grants.

³ Ministers include Parliamentary Secretaries, consistent with the Ministers of State Act 1952.

⁴ Every Commonwealth entity has an accountable authority. See PGPA Act subsection 12(2), Accountable authorities.

2. Objectives and Scope

Objectives of grants administration

- 2.1. The objective of grants administration is to promote proper⁵ use and management of public resources through collaboration with government and non-government stakeholders to achieve government policy outcomes.
- 2.2. This objective is achieved through:
 - a. the legislative, policy and reporting framework for grants administration set out in Part 1 of the CGRGs;
 - b. the seven key principles for better practice grants administration, discussed in Part 2 of the CGRGs:
 - i. robust planning and design;
 - ii. collaboration and partnership;
 - iii. proportionality;
 - iv. an outcomes orientation;
 - v. achieving value with relevant money;
 - vi. governance and accountability; and
 - vii. probity and transparency;
 - c. whole-of-government and individual entity grants administration practices.6

Scope of the CGRGs

- 2.3. For the purposes of the CGRGs, a 'grant' is an arrangement for the provision of financial assistance by the Commonwealth or on behalf of the Commonwealth:
 - a. under which relevant money⁷ or other CRF money⁸ is to be paid to a grantee other than the Commonwealth; and
 - b. which is intended to help address one or more of the Australian Government's policy outcomes while assisting the grantee achieve its objectives.
- 2.4. The CGRGs apply to all forms and types of grants. Grants may take a variety of forms, including payments made:
 - a. as a result of competitive or non-competitive selection processes;
 - b. where particular criteria are satisfied; or
 - c. on a one-off or ad hoc basis.9

Types of grants may include, but are not limited to: research grants; grants that provide for the delivery of services; grants that help fund infrastructure; or grants that help build capacity.

⁵ Proper is defined in the PGPA Act. See section 8, Dictionary.

⁶ This includes centralised grants administration systems and processes.

⁷ Relevant money is defined in the PGPA Act. See section 8, Dictionary.

Other CRF money is defined in the PGPA Act. See section 105, Rules in relation to other CRF money.

A one-off or ad hoc grant generally does not involve planned selection processes, but is instead designed to meet a specific need, often due to urgency or other circumstances. These grants are generally not available to a range of potential grantees or on an ongoing basis.

- 2.5. Payments from one non-corporate Commonwealth entity to another non-corporate Commonwealth entity are notional and are not grants. In addition, a non-corporate Commonwealth entity cannot provide a grant to itself.
- 2.6. For the purposes of the CGRGs, the following financial arrangements are taken not to be grants:11
 - a. the acquisition of goods and services by a relevant entity, for its own use, including the acquisition of goods and services on behalf of another relevant entity or a third party. These arrangements are covered by the Commonwealth Procurement Rules (CPRs);12
 - b. an act of grace payment approved under section 65 of the PGPA Act;
 - c. a payment of compensation made under:
 - i. an arrangement relating to defective administration; or
 - ii. an arrangement relating to employment conditions; or
 - iii. an arrangement established by legislation;13
 - d. a payment to a person of a benefit or an entitlement established by legislation;
 - e. a tax concession or offset;
 - f. an investment or loan;14
 - g. financial assistance provided to a State in accordance with section 96 of the Australian Constitution:
 - h. a payment to a State or a Territory that is made for the purposes of the Federal Financial Relations Act 2009;15
 - i. a payment that is made for the purposes of the Local Government (Financial Assistance) Act 1995;16
 - j. a payment that is made for the purposes of the Australian Education Act 2013;17
 - k. a payment that is made for the purposes of the Higher Education Support Act 2003:18
 - I. a payment of assistance for the purposes of Australia's international development assistance programme, which is treated by the Commonwealth as official development assistance;19
 - m. a payment of a charitable donation by a non-corporate entity from monies received from individuals for that purpose;
 - n. a membership payment for the purposes of complying with Australia's obligations under international treaties: and
 - o. payments made through non-corporate Commonwealth entities for the operation of corporate Commonwealth entities.

¹⁰ Notional payments are defined in the PGPA Act. See section 76, Notional payments and receipts by non-corporate Commonwealth entities. 11 A gift of public property is not a grant as described in the CGRGs. See section 66 of the PGPA Act, Gifts of relevant property.

¹² The CPRs provides that, in addition to the acquisition of property or services by a relevant entity for its own use, procurement also

encompasses a situation where a relevant entity is responsible for acquiring goods or services for other entities, or for third parties

¹³ A payment of compensation includes, but is not limited to: payments under the Scheme for Compensation for Detriment caused by Defective Administration; payments under section 73 (Payments in special circumstances) of the Public Service Act 1999; payments under the Remuneration Tribunal Act 1973; and settlements made in accordance with the Legal Services Directions 2017.

Some forms of financial assistance provided by way of concessional loans may be subject to the CGRGs.
 These payments include General Revenue Assistance, Other General Revenue Assistance, National Specific Purpose Payments, and

National Partnership Payments. Other forms of financial assistance made to States and Territories may be subject to the CGRGs. For further information on the Federal Financial Relations Framework see www.federalfinancialrelations.gov.au.

¹⁶ Other forms of financial assistance made to local government may be subject to the CGRGs.

Other forms of financial assistance made to educational institutions may be subject to the CGRGs.

¹⁸ Other forms of financial assistance made to educational institutions may be subject to the CGRGs.

¹⁹ The Commonwealth has regard to the definition of official development assistance that the OECD has set out, available on the OECD's website see http://www.oecd.org.

- 2.7. Additional guidance on the range of financial arrangements referred to in paragraph 2.6 is available on the Finance website.
- 2.8. Grants administration encompasses all processes involved in the grants lifecycle, including:
 - a. design of grant opportunities and activities;
 - b. assessment and selection of grantees;
 - c. establishment of grants;
 - d. ongoing management of grantees and grant activities; and
 - e. evaluation of grant opportunities and activities.
- 2.9. The CGRGs apply to grants administration performed by:
 - a. Ministers;
 - b. accountable authorities:
 - c. officials; and
 - d. third parties who undertake grants administration on behalf of the Commonwealth.²⁰

Entity guidance

- 2.10. Officials *must* comply with the CGRGs. There is a range of supporting documentation to assist entities to implement the CGRGs, including:
 - a. finance guidance, which provide more detailed better practice information on how to apply the resource management framework, including the grants policy framework;
 - b. whole-of-government tools and templates issued by Finance to assist entities to implement the grants policy framework²¹; and
 - c. overarching whole-of-government documents that are relevant to grants administration.

²⁰ Third parties, including external committees, non-government organisations and corporate Commonwealth entities, are required to adhere to applicable requirements of the CGRGs, where they undertake grants administration on behalf of the Commonwealth. Where a committee assesses applications against particular criteria, or recommends supporting particular grant activities or distributing relevant money to grantees, committee or panel members should be treated as officials for the purposes of the CGRGs.

grantees, committee or panel members should be treated as officials for the purposes of the CGRGs.

21 See the finance website for guidance and templates relating to grants administration at www.finance.gov.au.

3. Resource Management Framework

- 3.1. Ministers, accountable authorities and officials operate within an environment of legislation and government policy. Within this broad context, the resource management framework consists of the legislation, policy and guidance governing the management of public resources.
- 3.2. The resource management framework contains an overarching requirement that accountable authorities *must* govern entities in a way that promotes proper use and management of public resources. In managing the affairs of the entity, accountable authorities *must* comply with the Constitution, the PGPA Act, the PGPA Rule and any other relevant law. In addition, accountable authorities of non-corporate Commonwealth entities *must* govern the entity in a way that is not inconsistent with the policies of the Australian Government.²²
- 3.3. Ministers *must* also comply with the relevant legislative requirements in the PGPA Act and Rule and the CGRGs. Officials *must* advise their Ministers on these requirements.²³

Key resource management legislative requirements

- 3.4. The PGPA Act and Rule provides the overarching accountability framework for grants administration. Accountable authorities and officials *must* consider their obligations under the PGPA Act and Rule when undertaking grants administration.²⁴ Internal guidelines, operational guidance and grant opportunity guidelines *must* be consistent with these requirements, while including any additional specific processes.²⁵
- 3.5. Section 15 of the PGPA Act provides that an accountable authority *must* govern the affairs of the entity in a way that promotes proper use and management of public resources for which the accountable authority is responsible. When used in relation to the use or management of public resources 'proper' means efficient, effective, economical and ethical.
 - a. Section 15 is an overarching requirement applying to all aspects of an entity's resource management, including grants administration.
 - b. Accountable authorities mainly discharge their responsibility under section 15 by ensuring that their entity has appropriate policies, procedures, guidelines and internal controls in place. Entities then undertake grants administration, proportionate to the risks identified and outcomes sought, ensuring that they are consistent with the resource management framework and CGRGs.
 - c. Accountable authorities of non-corporate Commonwealth entities are required to manage within the context of the Australian Government's policy framework. The CGRGs are the core policy of the Australian Government relating to grants administration. Other policies which may be relevant for grants administration are discussed later in the CGRGs.²⁶

²² See section 21 of the PGPA Act, Non-corporate Commonwealth entities.

²³ In addition to the requirements of the CGRGs, accountable authorities have a duty to keep their responsible Minister informed under section 19 of the PGPA Act, Duty to keep responsible Minister and Finance Minister informed.

²⁴ The PGPA Act requires that the accountable authority of a Commonwealth entity must establish and maintain an appropriate system of risk oversight and management and an appropriate system of internal control for the entity. This includes by implementing measures directed at ensuring officials of the entity comply with finance law. See section 16, Duty to establish and maintain systems relating to risk and control.

²⁵ See www.finance.gov.au for the most recent guidance.

²⁶ Either individually or through centralised grants administration.

- 3.6. Before entering into an arrangement²⁷ for the proposed commitment of relevant money there *must* be legal authority to support the arrangement.
- 3.7. The authority to enter into, vary or administer an arrangement can come from either:
 - a. section 23 of the PGPA Act. Section 23 of the PGPA Act provides the Commonwealth with the power to enter into, vary or administer an arrangement of relevant money that relates to the ordinary services and functions of government²⁸;
 - b. section 32B of the Financial Framework (Supplementary Powers) Act 1997 (FFSP Act). Section 32B of the FFSP Act provides the Commonwealth with the power to enter into, vary or administer an arrangement or a grant of financial assistance if it is specified in Schedule 1AA or Schedule 1AB to the FFSP Regulations; or
 - c. specific legislation. New or existing primary legislation administered by the relevant portfolio that provides the Commonwealth with the power to enter into, vary or administer an arrangement. This authority may be delegated to officials to enable them to enter into, vary or administer an arrangement.
- 3.8. In addition to the requirement for legal authority, accountable authorities and officials *must* also act in accordance with the PGPA Act and Rule, and the CGRGs, in relation to the proposed expenditure of relevant money.
- 3.9. The PGPA Rule requires that where accountable authorities or officials approve a proposed commitment of relevant money, the approval *must* be recorded in writing as soon as practicable after the approval is given.²⁹
- 3.10. The PGPA Act and Rule, and the CGRGs, include requirements that apply to Ministers. Officials *must* advise the relevant Minister on these requirements.
- 3.11. The PGPA Act requires that a Minister *must* not approve proposed expenditure of relevant money unless satisfied, after reasonable inquiries, that the expenditure would be a 'proper' use of relevant money.³⁰ The terms of the approval *must* be recorded in writing as soon as practicable after the approval is given. 'Proper' when used in relation to the use or management of public resources means efficient, effective, economical and ethical.

²⁷ The PGPA Act defines an 'arrangement' and includes a contract, agreement, deed, treaty or understanding. See section 23(2) of the PGPA Act, Power in relation to arrangements and commitments.

²⁸ Ordinary services and functions of government' means spending relating to the running costs of an entity, such as the payment of staff salaries or building rental. Generally, payments relating to the ordinary services and functions of government will come from departmental appropriations, however there can be situations where they are paid from administered appropriations. If you are unsure about whether an activity relates to the ordinary services or functions of government you should seek legal advice.

²⁹ See PGPA Rule 18, Approving commitments of relevant money

³⁰ See section 71 of the PGPA Act, Approval of Proposed Expenditure by a Minister.

4.1. The grants policy framework is an important part of the resource management framework. This framework provides for non-corporate Commonwealth entities to work together with non-government stakeholders to achieve government policy outcomes. In addition to the requirements in the PGPA Act and Rule, other grants-specific requirements apply to Ministers, accountable authorities and officials.

Requirements for Accountable Authorities and Officials

- 4.2. Officials must establish and document whether a proposed activity is a grant prior to applying the CGRGs.31
- 4.3. Accountable authorities and officials involved in grants administration *must* comply with government policies and legislation relevant to grants administration.32
- 4.4. Officials must:
 - a. develop grant opportunity guidelines for all new grant opportunities33, and revised guidelines where significant changes have been made to a grant opportunity;34
 - b. have regard to the seven key principles for grants administration;
 - c. ensure that grant opportunity guidelines and related internal guidance are consistent with the CGRGs; and
 - d. advise the relevant Minister on the relevant requirements of the PGPA Act and Rule and the CGRGs, where a Minister is considering a proposed expenditure of relevant money for a grant.
- 4.5. Where an accountable authority or an official approves the proposed commitment of relevant money in relation to a grant, the accountable authority or official who approves it must record, in writing, the basis for the approval relative to the grant opportunity guidelines and the key principle of achieving value with relevant money.
- 4.6. Officials must provide written advice to Ministers, where Ministers exercise the role of an approver. This advice *must*, at a minimum:
 - a. explicitly state that the spending proposal being considered for approval is a 'grant';
 - b. provide information on the applicable requirements of the PGPA Act and Rule and the CGRGs (particularly any ministerial reporting obligations), including the legal authority for the grant;
 - c. outline the application and selection process followed³⁵, including the selection criteria, that were used to select potential grantees; and
 - d. include the merits of the proposed grant or grants relative to the grant opportunity guidelines³⁶ and the key principle of achieving value with relevant money.³⁷

³¹ Officials should consider the substantive purposes and characteristics of a financial arrangement to determine the nature of the financial arrangement.

³² See paragraph 2.2 of Part 1 of the CGRGs.

This includes one-off and ad hoc grants.
 A risk-based approach is in place for consideration of new or revised grant opportunity guidelines. Officials involved in the development of grant opportunity guidelines are required to complete a risk assessment of the grants and associated guidelines, in consultation with the Department of Finance and the Department of the Prime Minister and Cabinet.

³⁵ For demand-driven grant opportunities, this advice should include: how the allocation method was developed; how implementation issues were considered; and an outline of risk mitigation strategies.

³⁶ The basis for recommending or rejecting each proposed grant should be set out in the assessment material and should reflect the particular merits of each grant activity in terms of the grant opportunity guidelines (including assessment against the selection criteria).

³⁷ It is better practice to include this information for any delegate exercising the role of an approver.

- 4.7. While officials do not have to rank all grants when briefing ministers on the merits of a specific grant or group of grants, officials should, at a minimum, indicate:
 - a. which grant applications fully meet the selection criteria;
 - b. which applications partially meet the selection criteria; and
 - c. which applications do not meet any of the selection criteria.

Any specific recommendations regarding grant applications for approval can be in addition to this information.

- 4.8. Where a third party administers grants on behalf of the Commonwealth, the relevant accountable authority must ensure the arrangement is in writing and promotes the proper use and management of other CRF money.38 In addition, the accountable authority must ensure the arrangement requires the third party to apply the CGRGs.
- 4.9. An overarching principle of the CGRGs is that accountable authorities and officials work together across government and with non-government stakeholders when undertaking grants administration. When determining what the acquittal or reporting requirements are, officials must have regard to information collected by Australian Government regulators and available to officials.39

Requirements for Ministers

- 4.10. In addition to the requirements under the PGPA Act⁴⁰, where the proposed expenditure relates to a grant or group of grants, the Minister:
 - a. must not approve the grant without first receiving written advice from officials on the merits of the proposed grant or group of grants. That advice must meet the requirements of the CGRGs (see paragraph 4.6); and
 - b. *must* record, in writing, the basis for the approval relative to the grant opportunity guidelines and the key principle of achieving value with relevant money.
- 4.11. Ministers may approve grants within their own electorate.
 - a. Where a Minister4 (including a Parliamentary Secretary) approves a proposed grant in his/her own electorate, the Minister must write to the Finance Minister advising of the details.
 - b. Where there is correspondence to the relevant grantee, a copy of this letter is sufficient, except in the circumstances outlined in paragraph 4.12(b). If there is no correspondence, Ministers must write to the Finance Minister advising of the decision as soon as practicable after it is made.

³⁸ See PGPA Rule 29, Other CRF money.

³⁹ Including the Australian Charities and Not-for-profits Commission (ACNC). Officials should discuss the availability of relevant information with the ACNC. See www.acnc.gov.au.

40 See section 71 of the PGPA Act, Approval of proposed expenditure by a Minister.

⁴¹ Presiding officers of the Departments of the Parliament are not required to report to the Finance Minister.

- c. There are two circumstances where grants awarded in a Minister's own electorate do not need to be reported.
 - Senators do not need to report on grants they decide to award in their own state or territory; or
 - ii. Where grants are awarded Australia-wide, state-wide, or across a region on the basis of a formula⁴² by a Minister, and any of these grants falls in the relevant Minister's electorate, the Minister does not need to report to the Finance Minister.
- 4.12. Ministers may approve grants that are not recommended by the relevant officials.
 - a. Ministers⁴³ (including Senators) *must* report annually to the Finance Minister on all instances where they have decided to approve a particular grant which the relevant official has recommended be rejected. The report *must* include a brief statement of reasons (i.e. the basis of the approval for each grant). The report *must* be provided to the Finance Minister by 31 March each year for the preceding calendar year.⁴⁴
 - b. If a decision relates to a Minister's own electorate (House of Representatives members only), the Minister *must* also include this information when writing to the Finance Minister in the context of the process outlined in paragraph 4.11.

Grant-connected policies

- 4.13. Grant-connected policies are whole-of-government policies of the Commonwealth for which grants have been identified as a means of assisting delivery. These policies have been explicitly approved by the Cabinet as applying to Commonwealth grants. Additional guidance on the process to obtain approval to introduce a grants-connected policy is available on the Finance website.⁴⁵
- 4.14. Generally a grant-connected policy will be the responsibility of an entity other than Finance. The relevant policy entity is responsible for actively administering and reviewing the policy, including providing advice on the application of the policy.

⁴² For example, demand-driven grants could provide that, subject to specific eligibility criteria being met, particular organisations across a region will be awarded a grant.

⁴³ Presiding officers of the Departments of the Parliament are not required to report to the Finance Minister.

⁴⁴ Additional guidance on the form of the report is available from the Finance website at www.finance.gov.au.

⁴⁵ See www.finance.gov.au.

5. Public Reporting

5.1. Effective disclosure and reporting arrangements for grants administration is essential for reasons of transparency and public accountability. Reliable and timely information on grants awarded is a precondition for public and parliamentary confidence in the quality and integrity of grants administration.

Web-based reporting requirements

- 5.2. Grant opportunity guidelines⁴⁶ *must* be made publicly available on GrantConnect⁴⁷, except where there is a specific policy reason to not publicise the grant opportunity guidelines or grants are provided on a one-off or ad hoc basis.
- 5.3. From 31 December 2017 an entity *must* report, on GrantConnect⁴⁸, information on individual grants (as defined in paragraph 2.3) no later than twenty-one calendar days after the grant agreement for the grant takes effect.⁴⁹
- 5.4. Until it complies with paragraph 5.3 an entity *must* report, on its website, information on individual grants (as defined in paragraph 2.3) no later than twenty-one calendar days after the grant agreement for the grant takes effect.⁵⁰
- 5.5. Officials *must* identify whether a grant agreement contains confidentiality provisions.
- 5.6. There may be circumstances where officials determine that public reporting of grants in accordance with the CGRGs is contrary to the *Privacy Act 1988* (Privacy Act), other statutory requirements, or the specific terms of a grant agreement.
 - a. In these circumstances, the relevant officials *must* publish as much information as legally possible. For example, it may be possible to omit the name of the grantee and other personal information that may contravene the Privacy Act, but report other grant details.
 - b. The reasons for not reporting fully *must* be documented by officials.
 - c. Officials should also take all reasonable steps to ensure that future grant agreements contain provisions that do not prevent the disclosure of information.
- 5.7. Where officials assess that publishing grant information in accordance with the CGRGs could adversely affect the achievement of government policy outcomes, the responsible Minister may seek an exemption from the Finance Minister. The responsible Minister *must* write to the Finance Minister detailing the rationale for exemption. Officials should consult with Finance before commencing this process.

⁴⁶ Entities may also choose to publish information on GrantConnect relating to forecast opportunities, see guidance available at www.finance.gov.au.

⁴⁷ Entities may choose to make information publicly available by other mechanisms. This information must be the same as, or a subset of the information on GrantConnect.

⁴⁸ See the Finance website for further guidance on grants reporting at www.finance.gov.au.

⁴⁹ The date of effect will depend on the particular arrangement. It can be the date on which a grant agreement is signed or a specified starting date. Where there is no grant agreement entities must publish information on individual grants as soon as practicable.

⁵⁰ The date of effect will depend on the particular arrangement. It can be the date on which a grant agreement is signed or a specified starting date. Where there is no grant agreement entities must publish information on individual grants as soon as practicable.

- 5.8. Information on individual grants *must* be retained on an entity's website for at least two financial years. Where it is not practicable to do so (for example, due to the exceptional volume of grants needing to be maintained on the website) entities *must* retain appropriate records, consistent with their accountability obligations, and ensure the records are available on request.
 - a. Where an entity reports information on individual grants on GrantConnect it is not required to retain that information on its website.

Part 2 Guidance on Key Principles

6. Key Principles for Grants Administration

- 6.1. This part of the CGRGs sets out how to apply the key principles of grants administration. While the CGRGs contain a number of mandatory requirements, they provide flexibility in how accountable authorities and officials can work together with stakeholders to administer grants and achieve government policy outcomes.
- 6.2. The seven key principles for grants administration that apply to the grants lifecycle and all grant opportunities⁵¹ are:
 - robust planning and design;
 - collaboration and partnership;
 - proportionality;
 - · an outcomes orientation;
 - · achieving value with relevant money;
 - governance and accountability; and
 - probity and transparency.
- 6.3. Accountable authorities and officials *must* put in place practices and procedures to ensure that grants administration is conducted in a manner that is consistent with these seven key principles. Ensuring that the requirements of the CGRGs are well understood and effectively incorporated into the administration of grant opportunities is important, to ensure that potential grantees best suited to undertake grant activities apply for and receive a grant.
- 6.4. The CGRGs provide the framework within which accountable authorities put in place internal controls and associated operational guidance related to grants administration within each entity⁵³. Accountable authorities are encouraged to use any whole-ofgovernment guidance⁵⁴ as the basis for their own internal controls, as this will reduce the risk of misinterpreting the requirements of the resource management framework and promote consistency for stakeholders.
- 6.5. Officials should work together with government and non-government stakeholders, through all phases of the grants lifecycle, Officials should build productive relationships with potential grantees and grantees to collaboratively achieve government policy outcomes. 55

⁵¹ Examples include one-off or ad hoc grants, grants awarded through competitive, non-competitive and/or demand-driven processes.

⁵² See paragraph 4.3 and 4.4 of Part 1 of the CGRGs.

⁵³ Entities may be required to use centralised or whole-of-government grants administration processes.

⁵⁴ See the Finance website for guidance material at www.finance.gov.au.

⁵⁵ Officials should balance this requirement for consultation against any issues that may arise in respect to probity, conflict of interest and the potential for competitive advantage.

7. Robust Planning and Design

- 7.1. High quality planning underpins efficient, effective, economical and ethical grants administration.
- 7.2. Officials should work together with government and non-government stakeholders to plan, design and undertake grants administration.
 - Potential grantees, grantees and beneficiaries will likely have valuable insights into how best to design and implement grant opportunities and will assist to ensure outcomes are appropriately aligned to public needs.
- 7.3. Grants administration processes should be proportional to the scale and risk profile of the grant opportunity. Officials should consider that grant opportunities affect not only the Commonwealth and grantees, but may also impact on other beneficiaries of a grant as well.
- 7.4. Officials should address all relevant planning and implementation issues before commencing grant opportunities. These issues should be built into the design of any grant opportunity.
 - The specific issues to be addressed will depend on the nature of the grant opportunity. A complex grant opportunity may, for example, require a different approach to a grant made on a one-off or ad hoc basis.
- 7.5. Officials should have regard to all relevant planning issues, including the need to:56
 - establish a rationale for grant opportunities, particularly what outcomes are expected and how these will be measured;
 - define the operational objectives;
 - communicate effectively with potential grantees and key stakeholders;
 - undertake risk identification and engagement;
 - design grant opportunities to achieve value with relevant money;
 - ensure that eligibility criteria reflect the operational objectives and policy intent;
 - clearly identify decision makers and their roles;
 - design grant opportunities for accountability, probity and transparency;
 - carefully consider the application and selection process to be used;
 - establish performance and evaluation measures;
 - select an appropriate funding strategy and grant agreement;
 - · consider taxation matters and seek advice where appropriate;
 - consider the Australian Government's accounting treatment;
 - develop appropriate documentation, such as grant opportunity guidelines and application information;
 - · consider legal and policy matters; and
 - implement robust governance arrangements.

⁵⁶ Entities may identify other matters requiring consideration at the planning phase, depending on their specific circumstances.

- 7.6. Risk is part of the environment in which government operates. Understanding, accepting and managing risk is part of everyday decision making within government. Accountable authorities have a duty to establish and maintain systems relating to risk and control. They should develop a positive risk culture within their entities, supported by appropriate frameworks and processes. A key element of grants administration is to identify and engage with risk. Officials should be conscious of the risks of a grant opportunity, make informed decisions in managing these risks and identify and harness potential benefits.
- 7.7. Risk identification and engagement should be built into an entity's grants administration processes. Risk identification and engagement activities will vary depending on the entity, grant opportunity, grant, and grantee. Some risks can appropriately be mitigated or managed through the grant agreement, while other risks are better managed across the grants lifecycle, such as planning and design, the application and selection process or the ongoing relationship between officials and grantees.
- 7.8. Risk can be categorised a number of ways. The CGRGs use three broad categories: grant program or grant opportunity risk; grantee risk; and grant activity risk.
- 7.9. Risks involving the *grant program or grant opportunity* relate to the planning, development and implementation of the grants by the relevant entity, such as:
 - the nature of the grant opportunities (i.e. scope, complexity, uniqueness, quantum of funds, etc);
 - design of the grant opportunities (i.e. a new or novel approach, having clearly defined outcomes, a unique allocation mechanism, timeframes, cost shifting, etc);
 - entity capacity to administer the grant opportunities (i.e. resourcing, infrastructure requirements, staff experience and skills, etc); and
 - implementation issues (i.e. communications with grantees and other stakeholders, clear accountabilities, ongoing grant administration, etc).
- 7.10. Risks involving the *grantee* relate to the grantee's industry or sector, the grantee and the entity's relationship with the grantee, such as:
 - the nature of a particular industry (i.e. emerging industries, highly volatile sectors, controversial providers, industry capacity and regulation, etc);
 - the relationship between the parties to the grant agreement (i.e. contractual relationships, collaboration, stakeholder expectations, multiple funding bodies, etc);
 - · experience, capacity and past history of grantees; and
 - accountability procedures (i.e. performance management, fraud, conflict of interest, 'double dipping', etc).
- 7.11. Risks involving the *grant activities* relate to the specific activities that are funded by the grant, such as:
 - the nature of grant activities (i.e. scope and range of activities, number of activities, geographic coverage, location, beneficiaries involved, etc);
 - stakeholder capabilities (i.e. governance and experience, co-funding arrangements, clear roles and responsibilities, competing outcomes, etc);

- grant activity design (i.e. value and duration of specific activities, objectives, timeframe for projects, etc); and
- grant activity standards (i.e. service standards, specific accountabilities, etc).
- 7.12. Officials should ensure that risk identification and engagement is supported by performance information, procedures and systems that continuously identify and treat emerging risks throughout the grants lifecycle.

8. Collaboration and Partnership

- 8.1. Accountable authorities have a duty to encourage officials to co-operate with others to achieve common objectives. Officials should work collaboratively with government and non-government stakeholders. It is important to consider the needs and interests of potential grantees, grantees and beneficiaries. It should not be assumed that the same approach will suit all grant opportunities and circumstances. Through effective collaboration, shared understanding of expectations and positive working relationships, government policy outcomes can be achieved.
- 8.2. Officials are encouraged to seek input from non-government stakeholders when undertaking grants administration. Officials, working together with stakeholders, will:
 - · improve the design and delivery of grant opportunities;
 - help identify and reduce fragmentation and unnecessary overlaps in grant opportunities;
 - improve the responsiveness, flexibility and relevance of grant opportunities;
 - reduce administration and compliance costs for potential grantees, grantees and government;
 - aid in the development of appropriate outputs, outcomes, impact measures, accountability requirements, governance structures and grants documentation; and
 - encourage potential grantees to understand their legal rights and obligations.
- 8.3. Consultation and co-operation with government and non-government stakeholders can help reduce fragmentation and unnecessary overlaps, improving outcomes for grantees, beneficiaries, the Commonwealth and other funding organisations. Officials should consider what interaction a particular grant opportunity may have on other government or non-government funded activities, particularly where there are similar policy outcomes.
 - Grants could be funded by Commonwealth, state or territory and local government bodies, private trusts and foundations or national or state coordinating organisations.
 - Officials should develop effective liaison with other funding organisations, particularly where policy responsibility or grants administration is shared between different entities or levels of government, or where an entity or third party is responsible for the grants administration of another entity.
- 8.4. Officials should seek to minimise red-tape and duplication. In particular, they should not seek information from potential grantees and/or grantees that is collected by other parts of the entity or other Commonwealth entities⁵⁹ and is available to them.
- 8.5. Officials should choose methods that will promote open, transparent and equitable access to grants.
 - Officials should ensure that publicly available grant opportunities are notified in ways that provide all potential grantees with a reasonable opportunity to apply.[∞]

⁵⁸ See section 17 of the PGPA Act, Duty to encourage cooperation with others.

⁵⁹ Including the Australian Charities and Not-for-profits Commission. Officials should discuss the availability of relevant information with the ACNC. See www.acnc.gov.au.

⁶⁰ See paragraph 5.3 of Part 1 of the CGRGs.

- Careful consideration should be given to the use of appropriate and effective promotion, to increase awareness of grant opportunities in key target groups. Appropriate and effective promotion of grant opportunities can include print and broadcast media, news features and editorials, newsletters and direct mail, workshops or other special events, public launches or announcements, the internet, social media and the use of outposted officers.
- 8.6. It is important that officials develop clear, consistent and well-documented grant opportunity guidelines and other related documentation. Officials should consider that a single reference source for policy guidance and other documentation (for example, administrative procedures, eligibility and assessment criteria appraisal processes, monitoring requirements, evaluation strategies and standard forms) helps to ensure consistent and efficient grants administration.61
 - Grant opportunity guidelines should include (as relevant):
 - grant objectives and purpose;
 - eligibility criteria;
 - clear assessment criteria (if applicable);
 - weighting of assessment criteria;
 - the approval process (as relevant) including the:
 - closing date for applications;
 - likely decision date;
 - outline of selection process;
 - final recommendations:
 - decision-maker:
 - expected terms and conditions of the grant agreement;
 - indicative reporting and acquittal requirements; and
 - a description of complaint handling, review and/or FOI mechanisms.
- 8.7. Officials *must* ensure that any suite of documents that form the grant opportunity quidelines are consistent with the CGRGs.62
 - Officials should ensure that the rules of grant opportunities are simply expressed, are clear in their intent and are effectively communicated to stakeholders.
 - Officials should consider testing the clarity of grant opportunity guidelines with stakeholders prior to their release.

Officials should use whole-of-government templates to promote consistency for stakeholders.
 See paragraph 4.4 of Part 1 of the CGRGs.

- Potential grantees need access to adequate information to enable them to submit
 a grant application. Application documentation should contain clear eligibility and
 assessment criteria to enable the selection of applications in a consistent,
 transparent and accountable manner. The design of the application form should
 assist potential grantees to provide information in respect of all selection criteria.
- Application forms and associated information should be easy to understand and provide all necessary information. Guidance should include contact points and details for further information, application forms and other information.
- Eligibility criteria should be straightforward, easily understood and effectively communicated to potential grantees. This helps avoid frustration and potential costs to applicants associated with developing and submitting applications that are not eligible or that have little chance of success.
- Officials should ensure that grant opportunity guidelines clearly inform potential
 grantees of terms and conditions they will need to meet during the life of the
 grant, such as financial and performance reporting. The proposed grant
 agreement should be included with the grant opportunity guidelines so that
 potential grantees can consider this at the time that they are considering applying
 for a grant.
- Timely appraisal avoids possible inequities and waste that may arise through unnecessary delay.
- 8.8. Officials should ensure that the party best placed to manage a specific risk is identified, the risks are assigned to that party, and that they manage those risks. Identifying the party best able to manage a risk and assigning that risk is an active process that should occur throughout the grants lifecycle.
- 8.9. A well-designed grant agreement will help establish the basis for effective working relationships based on collaboration and respect between the grantee and the entity, and a shared understanding of objectives and expectations.
 - Longer term grant agreements are conducive to improved partnerships between grantees and officials. Where appropriate, officials should consider longer term grant agreements.

9. Proportionality

- 9.1. Proportionality in grants administration involves striking an appropriate balance between the complexity, risks, outcomes, and transparency. Accountable authorities have a duty in relation to requirements imposed on others and when imposing requirements on others *must* take into account the risks associated with the use or management of public resources and the effect of requirements imposed. Officials should ensure that grants administration appropriately reflect the capabilities of potential grantees, grantees and accommodate the Australian Government's need for robust and accountable processes, consistent with the risks involved. Officials should apply the proportionality principle to suit the specific circumstances of their particular grants.
- 9.2. Grants vary widely in nature, scale and degree of complexity.
 - Some grants may involve grantees, such as individuals, small business or the not-for-profit sector, while others involve large corporations, primary producers or whole industry sectors. Some potential grantees may have prior experience in applying for and undertaking grant activities, while others may not.
 - Some grants support ongoing activities, with grants provided to the same or similar organisations over a period of years. Other grants may support new policy, with the associated risks of doing something for the first time, due to social, business or strategic changes.
 - Some grants provide short-term, one-off assistance to grantees, while others may be for a longer duration with multiple application rounds.
 - Some grants require only a broad purpose and relatively simple accountability requirements, while others may require tight specifications and complex accountability.
- 9.3. Officials should use the proportionality principle to inform the choice of the application and selection process, the grant agreement to be used and the reporting and acquittal requirements. Officials should tailor grant opportunity guidelines, application processes, grant agreements, accountability, and reporting requirements based on the potential risks and specific circumstances. In doing this, officials should consider: an assessment of the capability of potential grantees and grantees; the policy outcomes being sought; the purpose, value and duration of a grant; the nature and type of deliverables; governance; accountability requirements; and the nature and level of the risks involved.
 - Grant opportunity guidelines are required for all grants, including one-off or ad hoc grants. The format and complexity may vary, depending on the activity. At a minimum, guidelines for one-off or ad hoc grant opportunities should include the purpose or description of the grant, the objectives, the selection process, any reporting and acquittal requirements and the proposed evaluation mechanisms.
 - Grant agreements for a small-scale one-off grant should take the form of a simple letter of agreement or exchange of letters.
 - For low-risk grant activities where the likelihood of identified risks occurring is remote or the impact of the identified risk is minimal, the grant agreement should

- cover those risks that can be appropriately managed through the agreement and ensure that the grantee is not overburdened.
- More complex grant activities may require tailored grant agreements. For complex grants, involving high levels of conditionality, grant agreements may need to be individually structured to reflect the role, responsibilities and level of control which each of the parties is expected to assume.
- 9.4. Officials should apply the proportionality principle when determining the reporting and acquittal requirements for grants. There are no mandatory acquittal or reporting requirements for grantees in the CGRGs. Officials should determine the volume, detail and frequency of reporting requirements, proportional to the risks involved and policy outcomes being sought.
 - Where a grant is used to support the ongoing delivery of services from the same organisations over a period of years, officials should consider reducing the detail of their accountability and reporting requirements, given a grantee's established record of compliance and performance.
 - Subject to transparency considerations and risk assessment, it may be appropriate for officials to provide grantees that have a consistent record of high performance and reliability, more streamlined reporting requirements and evaluation measures, for example, allowing for aggregation of reports and less frequent reporting milestones.
 - When determining what acquittal or reporting requirements are required, officials should have regard to information collected by Australian Government regulators⁶⁵ and available to officials.
 - Where possible and appropriate, officials should consider aligning grant reporting requirements with a grantee's internal reporting, such as the annual reporting cycle and/or other substantive reporting requirements.
 - Officials should not impose obligations on grantees to provide information, which
 is available from other sources, such as Australian Government regulators⁶⁶, the
 Australian Bureau of Statistics, peak bodies or publicly available material.
- 9.5. A further consideration is the entity's reporting requirements. Inappropriately or inflexibly applied entity standards and accountability frameworks could deter potential grantees. For example, requiring small businesses or not-for-profit entities to report in the same manner as large corporate organisations may not be appropriate. Similarly, poorly formulated reporting requirements, which focus on outputs rather than outcomes, can be overly burdensome, while stifling innovation by grantees.
 - Officials should use better practice tools⁶⁷ and templates⁶⁸.
 - Officials should balance the stringency of acquittal procedures against the level
 of risk, based on consideration of the risks involved with the grant activity, the
 grantee and the costs of compliance. Officials should consider that independently

⁶⁴ See the finance website for the low-risk grant agreement template at www.finance.gov.au.

⁶⁵ Such as the ACNC, see www.acnc.gov.au.

⁶⁶ See paragraph 4.9 of Part 1 of the CGRGs.

⁶⁷ The Standard Business Reporting (SBR) initiative may also be relevant for financial reporting, see www.sbr.gov.au. For financial reporting by not-for-profit organisations, entities must accept information according to the National Standard Chart of Accounts (NSCOA) accounting categories where a not-for-profit organisation chooses to use them.

⁶⁸ See the finance website at www.finance.gov.au.

- audited financial statements, may be expensive and difficult to source in rural and remote areas, or may comprise a large proportion of a low value grant.
- 9.6. Officials should explain in grant opportunity guidelines and operational procedures, how the proportionality principle is to be applied.
- 9.7. Proportionality decisions should also be recorded. Officials should periodically review these decisions, so that accountability and reporting requirements remain aligned to considerations of performance and risk through all phases of the grants lifecycle.

10. An Outcomes Orientation

- 10.1. Grants administration should be designed and implemented so that grantees focus on outcomes and outputs for beneficiaries, while seeking the most efficient and effective use of inputs. Accountable authorities and officials should focus on achieving government policy outcomes.
- 10.2. Grants administration should have a performance framework that is linked to an entity's strategic direction and key performance indicators. Officials should determine the operational objectives that can be used to evaluate a grant. Specifically, officials should determine what change is expected as a result of a grant (the intended outcomes) and then measure the actual outcome.
 - An entity's strategic direction outlines at a high level what it seeks to achieve. It is recorded in an entity's Portfolio Budget Statements.
 - The operational objective is a statement of what the grant is intended to achieve.
 Grant opportunities should be based on clearly defined and documented objectives. The objectives should be a concise, unambiguous, realistic statement of what a grant opportunity is intended to achieve.
- 10.3. Officials should ensure that the objectives of particular grant opportunities are clear and specific. This will make it easier to develop supporting documentation, such as selection criteria, limit wasted applications and aid in the development of an appropriate performance framework, based on proportionality considerations. Officials should develop operational objectives which:
 - are clearly linked to the outcomes set by government;
 - are linked to an entity's strategic goals and/or directions and stated in such a way that clearly communicates what is to be achieved, measured, evaluated, and/or assessed;
 - include quantitative, qualitative and milestone information which are phrased in such a way that it is clear how and when these objectives have been achieved;
 - are authorised or endorsed by Ministers, the entity's accountable authority or senior officials, whichever is appropriate;
 - are shared with potential grantees, grantees and where appropriate beneficiaries;
 and
 - are reviewed regularly, and changed as appropriate.
- 10.4. In adopting an outcomes orientation, officials should ensure that outcome, output and input measures are clearly specified, as this will facilitate effective and efficient evaluation of grants administration and associated grant activities.
 - Outcome measures assess the extent to which the grant is meeting both the strategic directions and operational objectives of the entity. Outcome measures relate to changes effected in the community and may include: the level of usage of facilities built with the grant; the level of community involvement resulting from projects; and levels of service delivery.

⁶⁹ Under section 15 of the PGPA Act, accountable authorities have a duty to govern Commonwealth entities in a way that, amongst other things, promotes the achievement of the purposes of the entity. See section 15, Duty to govern the Commonwealth entity.

- Output measures show the extent to which the grant's operational targets or
 milestones have been achieved. Output measures may include: the numbers of
 completed projects; the numbers of new applicants; and the numbers and/or
 value of grants awarded.
- Input measures show the inputs, such as cash and resources, consumed by grants administration and may include: the costs of administering a grant; the number of staff employed and the costs of processing applications.
- 10.5. In adopting an outcomes orientation, officials should consider common traps identified by the ANAO. These can include:
 - assuming that the award of a grant automatically secures the desired outcome;
 - assuming that the consumption of inputs results in the delivery of desired outputs and outcomes; and
 - framing performance indicators that are reliant upon data provided by the grantee, without validating the grantee's capacity to produce accurate, reliable and complete data.
- 10.6. In adopting an outcomes orientation, officials should consider the use of longer term grant agreements, where appropriate, in order to achieve outcomes. For example, where grant activities are likely to occur over a number of years, it may be more appropriate to provide grantees with longer term grant agreements rather than conducting multiple grant rounds and offering grants for one to two years duration.
- 10.7. Performance reporting requirements and other information sought from grantees are key inputs used by officials in evaluating whether outcomes have been achieved and whether a particular grant activity achieved value with relevant money. In developing the performance reporting and information requirements for particular grant opportunities and grantees, officials should balance the amount of information sought and the associated costs to grantees of collecting and collating such information, against the obligation to perform due diligence in relation to grant evaluation processes.
 - Officials, in close consultation with government and non-government stakeholders, should design performance information to show the extent to which grant activities contribute to government outcomes, as well as producing outputs.
- 10.8. Officials should establish appropriate performance measures on which to evaluate grants. Officials should ensure that performance measures are flexible enough to take into account the risk profile of the grant opportunity, grantees, and the grant activities being funded. Officials should ensure that these measures are specified in: grant opportunity guidelines; agreements; other documentation; and each entity's broader performance management framework.
 - Officials should undertake an evaluation of a grant opportunity before initiating further grant opportunities or extending existing grant agreements, in order to determine whether existing grants administration processes, practices and requirements remain applicable.
 - While conducting the evaluation, officials should consider the extent to which
 government outcomes and entity strategic directions remain appropriate as a
 result of the impact of the grant activities.

- 10.9. Requesting appropriate targeted performance information will assist grantees and officials to draw well-informed conclusions. It therefore contributes to timely and effective decision-making in managing grant activities. It can provide useful information on which to base future decisions for designing, continuing or concluding grant opportunities, and can contribute to the accountability of entities for their performance.
 - Officials should apply the proportionality principle⁷⁰ to their grants administration.
 The proportionality principle along with risk identification and engagement, allows officials to consider their information needs and tailor or adjust the information requirements based on the grant program and opportunity risks, grantee risks, and grant activity risks.

11. Achieving Value with Relevant Money

- 11.1. Achieving value with relevant money should be a prime consideration in all phases of grants administration. Grants administration should provide value, as should the grantees in delivering grant activities. This requires the careful comparison of the costs and benefits of feasible options in all phases of grants administration, particularly when planning and designing grant opportunities and when selecting grantees. It is also a means by which officials can assure the entity's accountable authority, Ministers and the Parliament that resources are deployed in an efficient, effective, economical and ethical manner, while not imposing overly burdensome requirements on grantees.
- 11.2. Officials achieve value with relevant money in grants administration by:
 - considering and promoting proper use and management of public resources (proper means efficient, effective, economical and ethical);
 - working with government and non-government stakeholders when appropriate to develop or modify grant opportunities. Stakeholder input can aid in improving the efficiency of the design and delivery of grant opportunities;
 - using processes, procedures and requirements that are proportional to the risks and nature of grant opportunities. For intellectual property rights resulting from grant activities, entities should not generally assert ownership, but should consider a licence for Commonwealth purposes, such as reporting to Ministers;
 - adopting an active risk identification and engagement approach focused on minimising potential adverse impacts and maximising benefits, through identifying and treating risks;
 - responding to change. Officials should establish flexible processes so as to be able to respond quickly to changing government priorities;
 - effective design and selection processes. The objective of the selection process
 is to select grant activities that best represent value with relevant money in the
 context of the objectives and outcomes of the grant opportunity. A fundamental
 appraisal criterion is that a grant should add value by achieving something
 worthwhile that would not occur without the grant; and
 - ongoing monitoring and management. The establishment of ongoing monitoring and management arrangements throughout the grants lifecycle should assure entities that grant opportunities are proceeding as planned and that relevant money is being appropriately managed.⁷²
- 11.3. Grantees contribute to achieving value with relevant money by:
 - considering how best to deliver the grant activities to target groups or individuals.
 This may involve using existing processes and technologies or professional standards, or it may involve innovation and performance improvement by the grantee or officials;
 - having in place an effective risk management approach that will minimise potential waste of relevant money;

⁷¹ Under section 15 of the PGPA Act, accountable authorities have a duty to govern Commonwealth entities in a way that, amongst other things, promotes the proper use and management of public resources and the financial stability of the entity. See section 15, Duty to govern the Commonwealth entity.

⁷² Including through centralised grants administration arrangements.

- ongoing monitoring and management of the grant activities, as appropriate. This
 may involve the effective use of organisational processes, procedures and
 systems to produce the required reporting information;
- contributing to government policy outcomes through collaborative delivery of grant activities; and
- participating in evaluation processes.
- 11.4. The design phase of grants administration is important to address questions of how best to achieve value with relevant money. Whilst the list is not exhaustive, officials should consider the following points as they may reveal less costly or more effective means of achieving government policy outcomes.
 - It is important that officials determine that a grant is the most appropriate mechanism. There may be alternative means to realise a desired outcome, such as the use of statutory powers or the procurement of goods or services.
 - Where government makes a specific decision to establish a grant opportunity, officials should still consider whether a needs analysis in the selection process would assist in identifying the highest priority grant activities, consistent with the intended government policy outcomes.
 - Officials should determine whether an existing grant opportunity may be
 expanded or modified to meet an identified need, rather than establishing an
 additional grant opportunity. Relevant considerations include: the possible
 duplication of grant opportunity guidelines; advertising budgets; application and
 selection processes; grant agreements and payment arrangements; systems and
 support; and monitoring and performance assessment procedures. Officials
 should consider that duplication will generally add to an entity's administrative
 costs and may increase compliance cost for potential grantees and grantees.
 - Officials should consider other sources of funding that may be available.
 Consideration should be given to the possibility of 'double-dipping' by a grantee.
 Double-dipping occurs where a grantee is able to obtain funding for the same grant activity from more than one source.
 - Officials should be alert to the possibility of 'cost shifting' to the Commonwealth by another level of government, or 'substitution of effort' by another level of government. Cost shifting occurs where, for example, the Commonwealth funds a grant activity that should be paid for by a state, territory or local government. Officials should put in place a range of procedures to minimise opportunities for cost shifting and substitution of effort. These include seeking assurances that the funding will not be used for grant activities that would normally be paid for by a state, territory or local government. A further measure is to specify the types of grant activities excluded from Commonwealth grants in any relevant grant documentation such as grant opportunity guidelines.

- Officials should consider the use of longer term grant agreements, where appropriate. When considering the length of term of grant agreements, officials should consider the administrative costs involved for the entity and grantees. Longer term grant agreements may better achieve value with relevant money and government policy outcomes, than conducting multiple grant opportunities with grant agreements of shorter term duration.
- 11.5. Competitive, merit-based selection processes can achieve better outcomes and value with relevant money. Competitive, merit-based selection processes should be used to allocate grants⁷³, unless specifically agreed otherwise by a Minister, accountable authority or delegate.⁷⁴ Where a method, other than a competitive merit-based selection process is planned to be used, officials should document why a different approach will be used. In particular, where demand-driven or a 'first-in first-served' approach is planned to be used, officials should advise Ministers on how the grant allocation method was developed, explain how implementation issues were considered and outline the risk mitigation strategies.⁷⁵

⁷³ It may be appropriate in some circumstances to use non-competitive or targeted processes, such as, when the number of service providers is very limited and these providers have a well-established record of delivering the grant activities.

⁷⁴ This delegation comes from the PGPA Act. See section 23, Power in relation to arrangements and commitments.

⁷⁵ The specific risks of creating demand-driven grant opportunities should be documented and provided to delegates. See paragraph 4.6 of Part 1 of the CGRGs.

12. Governance and Accountability

- 12.1. Grants administration should be underpinned by solid governance structures and clear accountability for all parties involved.
- 12.2. Accountability involves ensuring individuals and organisations are answerable for their plans, decisions, actions and results. Accountability arrangements in grants administration relate to both the process of grants administration, including the grants allocation processes and ongoing grants management, and the achievement of government outcomes. Ministers, accountable authorities, officials and grantees all have their respective roles to play in achieving the applicable government outcomes and should be held accountable for the ways in which they fulfill their roles.
- 12.3. Officials should clearly define the roles and responsibilities of all parties involved in grants administration. Officials are encouraged to develop a robust governance framework, which clearly defines the roles and responsibilities of the various parties, as this will facilitate accountability.
 - Any grants governance framework must be underpinned by the mandatory requirements in Part 1 of the CGRGs, such as the need for accountable authorities and officials to ensure that grants administration, including decisionmaking is consistent with the requirements of the PGPA Act and Rule and that Ministers are advised of their requirements under the CGRGs.
 - Any grants governance framework should also clearly outline the role of grantees in the administration of a grant and the role of third parties, such as, external committees or entities that may manage grants on behalf of the Commonwealth.
- 12.4. Officials should develop policies, procedures and documentation necessary for the effective and efficient governance and accountability of grants administration. This should include the development of grant opportunity guidelines and associated operational guidance for administering grant activities on an ongoing basis. It is particularly important that such guidance clearly sets out who are the decision-makers for different grants administration processes. Officials *must* ensure the development of such guidance is consistent with the CGRGs.⁷⁶
- 12.5. Officials involved in developing and/or managing grant opportunities should have the necessary grants management, stakeholder liaison and financial management skills. Officials involved in assessing applications should be appropriately skilled and have access to procedural instructions and/or training before processing grant applications.
 - These safeguards are particularly important if grants administration is devolved to regional offices or across multiple entities, or involves different levels of government or individuals and organisations external to the Commonwealth.
 - Care should be exercised to ensure that the competing demands on staff time and scarcity of expertise do not lead to variations in the standards of appraisal and administration.

- 12.6. Accountability is dependent on the proper maintenance, awareness and availability of appropriate grants administration documentation and processes. Record keeping is therefore a key component of good grants governance and accountability. Good record keeping by officials will assist in meeting accountability obligations, demonstrate compliance with the CGRGs and the resource management framework, and show that due process has been followed in actions and decisions.
 - Officials should have regard to grants-specific record keeping requirements and the implications for record keeping of the grants-specific mandatory requirements in Part 1 of the CGRGs relating to requirements for Ministers and officials regarding web-based reporting.
- 12.7. Good record keeping assists entity performance by better informing decision-making. For example:
 - where officials can identify previous and current grantees and their performance they will be better able to assess risks;
 - decision-makers should document the reasons for decisions in awarding grants⁷⁷
 (and where appropriate not awarding grants) as this will assist equitable
 application of the assessment criteria, in particular, when selection processes are
 conducted over an extended period of time. This helps to ensure that grants are
 awarded to those grant activities that best satisfy the objectives of the grant
 opportunity; and
 - where it is proposed to use a method other than a competitive, merit-based selection process, officials should document why this approach has been used.
- 12.8. Officials should ensure that grant agreements are well-drafted and are fit-for-purpose, as this will contribute to good governance and accountability. Grant agreements are an opportunity to clearly document the expectations of all parties in relation to the grant. Both officials and grantees should clearly understand conditions in the grant agreement. The use of plain English facilitates this. A well-drafted grant agreement is one that provides for:
 - a clear understanding between the parties on required outcomes, prior to commencing payment of the grant;
 - appropriate accountability for relevant money, which is informed by risk analysis;
 - agreed terms and conditions in regards to the use of the grant, including any access requirements; and
 - the performance information and other data that the grantee may be required to collect as well as the criteria that will be used to evaluate the grant, the grantee's compliance and performance.
- 12.9. There is no form of grant agreement that is right for all grants. However, unless legislation or policy mandates the form of an agreement, officials should choose the appropriate form of agreement, based on:
 - an analysis of the risks;
 - consideration of proportionality;

⁷⁷ See paragraph 4.5 and 4.10 of Part 1 of the CGRGs.

⁷⁸ See paragraph 11.5 of Part 2 of the CGRGs.

- the context in which the grant is made (for example, the nature of the grantee, relevant applicable legislation, and relevant policy directions);
- guidance material, templates and tools provided by Finance;
- · government policy, such as those relating to risk;
- officials and the grantee working collaboratively;
- the best way to resolve issues that may arise; and
- · legal advice, where appropriate.
- 12.10. Officials should ensure that the chosen form of grant agreement supports proper use and management of relevant money. The grant agreement should, at a minimum, define grant activity deliverables, schedule payments (according to progress), specify reporting requirements and acquittal procedures (if required) which are proportional to the risks involved.
 - A grantee's own policies and procedures should support the grant agreement and ensure the effective and efficient governance and accountability for the grant.
- 12.11. Where legislation, regulation, rules, government policy or Ministerial direction imposes specific requirements such as how, to whom and in what form a grant is made or specifies particular terms and conditions, officials should meet those requirements.
 - An Australian Industry Participation (AIP) Plan may be required where a grant is \$20 million or more and use of relevant money may involve the acquisition of goods or services that can be purchased internationally.⁸⁰
- 12.12. A well-drafted grant agreement alone is not sufficient to ensure the objectives of the grant activity are met. Officials should ensure that grant agreements are supported by ongoing communication, active grants management and performance monitoring requirements, which are proportional to the risks involved.
 - Performance and financial monitoring provide useful information on which to assess the extent that objectives have been achieved.
 - The monitoring of payments and progress are integral to good governance and risk management and provides a measure of assurance that relevant money allocated to grantees has been spent for its intended purposes.
 - Adequate and well-documented arrangements to ensure financial accountability
 are the basis of effective grant acquittal. Reliable, timely and adequate evidence
 is required to demonstrate that the grant has been expended in accordance with
 the terms and conditions of the grant agreement. Officials should balance the
 stringency and complexity of acquittal against the level of risk and take into
 account the cost of compliance. Active risk engagement and management
 strategies will help achieve this balance.

⁷⁹ See the Finance website www.finance.gov.au

⁸⁰ Officials are required to consult with the Department of Industry to confirm if an AIP plan is likely to be needed for a particular grant. See the Department of Industry's website www.industry.gov.au.

13. Probity and Transparency

- 13.1. Probity relates to ethical behaviour. Establishing and maintaining probity involves applying and complying with public sector values and duties such as honesty, integrity, impartiality and accountability.⁸¹
- 13.2. Transparency refers to the preparedness of those involved in grants administration, including officials and grantees, to being open to scrutiny about grants administration and grant opportunity processes. This involves providing reasons for decisions and the provision of two-way information to government, the Parliament, potential grantees, grantees, beneficiaries and the community. Transparency provides assurance that grants administration is appropriate and that legislative obligations and policy commitments are being met.
- 13.3. Probity and transparency in grants administration is achieved by ensuring:
 - that decisions relating to grant opportunities are impartial; appropriately
 documented and reported; publicly defensible; and lawful. The key relevant
 requirements are set out in Part 1 of the CGRGs (section 3, Resource
 Management Framework and section 4, Grants-specific Processes and
 Requirements);
 - compliance with the public reporting requirements set out in Part 1 of the CGRGs (section 5, Public Reporting); and
 - that grants administration by officials and grantees incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct.
- 13.4. Accountable authorities *must* ensure that entity fraud procedures and practices comply with the fraud risk management and controls for Commonwealth entities Rule⁸², including as it relates to grants administration. The Rule places obligations on accountable authorities in relation to: fraud risk assessments; control plans; awareness and training; and case handling and reporting.
 - Under section 16 of the PGPA Act, an entity's accountable authority *must* implement a fraud control plan for the entity.
 - Under section 45 of the PGPA Act, accountable authorities *must* establish and maintain an audit committee.

13.5. Accountable authorities should:

- establish appropriate internal control mechanisms for grants administration. For example, the separation of duties can be a key internal control. Generally, no single officer should appraise an application for a grant, give financial approval for the expenditure and also make the offer to the potential grantee; and
- guard against fraudulent use of relevant money. For example, reported
 information should be assessed not only against objectives but appropriate
 benchmarks to indicate appropriate use of relevant money. Officials should be
 aware of the procedures to follow when fraud or misappropriation is suspected.
- 13.6. Actual or perceived conflicts of interest can be damaging to government, granting entities and its officials, potential grantees and grantees. A conflict of interest arises

⁸¹ The PGPA Act contains a number of duties in relation to officials including duties of care and diligence, duties to act in good faith and for a proper purpose, duties in relation to use of position, duties in relation to the use of information and duties to disclose interests. See Division 3 of the PGPA Act, Officials.

⁸² See PGPA Rule 10, Preventing, detecting and dealing with fraud.

where a person makes a decision or exercises a power in a way that may be, or may be perceived to be, influenced by either material personal interests (financial or nonfinancial) or material personal associations. A conflict of interest may arise:

- where decision-makers or officials involved in grants administration have a direct or indirect interest, which may influence the selection of a particular grant activity;
- where members of external committees have a direct or indirect interest in informing a decision about expenditure or providing advice on grant opportunities; and
- where a potential grantee has a direct or indirect interest, which may influence the selection of their proposed grant activity during the application process.
 Conflicts may also arise when undertaking the grant activity.
- 13.7. Officials should establish transparent processes which help manage misconceptions and the potential for personal or related party gain. Accountable authorities should ensure that entity policy and management processes for conflict of interest are published to support probity and transparency.
- 13.8. Accountable authorities should put in place appropriate mechanisms for identifying and managing potential conflicts of interest for grant opportunities. These mechanisms may include:
 - establishing procedures for officials, potential grantees, and grantees to declare their interests;
 - developing procedures to manage potential conflicts of interest in all phases of grants administration;⁸³
 - maintaining a register of staff and other party interests; and
 - ensuring that grant opportunity guidelines clearly outline what constitutes a conflict of interest.
- 13.9. Officials should conduct grants administration in a manner that minimises concerns about equitable treatment.⁸⁴ This can provide assurance to the various stakeholders that relevant money has been spent for the approved purposes and is achieving the best possible outcomes.
 - Officials should ensure that decisions in relation to the approval of applications for grants are transparent, well documented and consistent with the legislative and policy requirements set out in Part 1, sections 3 and 4 of the CGRGs.
 - Officials should put in place a transparent and systematic application and selection process. Such processes assist in informing decisions and enhancing confidence in the grant opportunity outcomes and grants administration processes, for both stakeholders and the public.

⁸³ It is not advisable to include potential grantees for a grant opportunity on bodies which directly input into the grant selection process.

⁸⁴ All parties involved in grants administration may be subject to complaints of inequitable treatment, political and other forms of patronage or bias.

- The ANAO has put an emphasis on the geographic distribution of grant activities
 as a measure of equitable distribution and as an indicator of party-political bias in
 the distribution of grants. The ANAO has emphasised that those involved in
 grants administration should therefore be aware that the geographic and political
 distribution of grants may be seen as indicators of the general equity of a grant
 opportunity.
- A key consideration is whether decision-makers have equitably and transparently selected grant activities that best represent value with relevant money in the context of the outcomes of the grant opportunity, as set out in the grant opportunity guidelines.
- 13.10. Competitive, merit-based processes should be used to allocate grants based upon clearly defined criteria, unless specifically agreed otherwise by a Minister, accountable authority or delegate. Key factors to be considered by officials when deciding the most appropriate allocation process include:
 - · the outcomes of the grant opportunity;
 - the likely number and type of applications;
 - the nature of the grant activity;
 - · the value of the grant; and
 - the need for timeliness and cost-effectiveness in the decision-making process while maintaining rigour, equity and accountability.
- 13.11. Officials should consider the options available for selection processes, including:
 - open competitive funding rounds which have open and closed nominated dates, with eligible applications being assessed against the nominated selection criteria;
 - targeted or restricted competitive funding rounds which are open to a small number of potential grantees based on the specialised requirements of the grant activity under consideration;
 - a non-competitive, open process under which applications may be submitted at any time over the life of the grant opportunity and are assessed individually against the selection criteria, with funding decisions in relation to each application being determined without reference to the comparative merits of other applications;
 - a demand-driven or 'first-in first-served' process where applications that satisfy stated eligibility criteria receive funding, up to the limit of available appropriations and subject to revision, suspension or abolition of the grant opportunity;
 - a closed non-competitive process. For example, where applicants are invited by the entity to submit applications for a particular grant and the applications or proposals are not assessed against other applicants' submissions but assessed individually against other criteria; or
 - one-off grants to be determined on an ad hoc basis, usually by Ministerial decision.

- 13.12. In determining the most appropriate application and selection process for a grant opportunity, officials should consider and document a range of issues associated with the available options, such as the nature and needs of potential grantees, maximising access to grants and policy outcome concerns against the advantages and disadvantages, risk analysis, timeliness and cost-effectiveness of the proposed process.
- 13.13. In some circumstances, it may be appropriate to use a non-competitive and/or a non-application based process. For example, it may be important to strike a balance between the desire to maximise access to a grant and the need for a timely and cost-effective decision making process. It may also be appropriate to target particular individuals, organisations, regions, or industry sectors, depending upon the government policy outcomes to be achieved. Where it is proposed to use a method other than a competitive, merit-based selection process, officials should document why this approach has been used.⁸⁵
- 13.14. There may be instances where it is considered necessary to waive or amend the selection criteria established for a grant opportunity, in whole or in part. Where eligibility and assessment criteria are waived, decisions to approve grants should still be consistent with the policy authority for the grant opportunity and/or the applicable published objectives. Officials should document these decisions.
 - Officials should ensure that grant opportunity guidelines document the circumstances in which the eligibility or assessment criteria set out in grant opportunity guidelines may be waived or amended.
 - Officials should seek Ministerial or other appropriate authority before invoking provisions for waiving or amending eligibility and assessment criteria, and keep appropriate records.
 - The ANAO has observed that it is important that appraisal and selection
 processes be transparent and free from the risk of political or other bias. It is
 better practice for all like applications to be assessed using a common appraisal
 process, and where there is a departure from the approved selection process, the
 reasons should be documented. Similarly, grant assessors should document
 when referring to, or relying on, knowledge or documentation other than the
 application form.
- 13.15. Accountability and transparency are related concepts. Accountability involves grantees, officials and decision-makers being able to demonstrate and justify the use of public resources to government, the Parliament and the community. This necessarily involves all parties keeping appropriate and accessible records to evidence the above.

Acronyms

AAO Administrative Arrangements Order

ANAO Australian National Audit Office

CFO Chief Financial Officer

CGRGs Commonwealth Grants Rules and Guidelines 2017

CPRs Commonwealth Procurement Rules

FFR Act Federal Financial Relations Act 2009

Finance Department of Finance

FFSP Act Financial Framework (Supplementary Powers) Act 1997

FFSP Regulations Financial Framework (Supplementary Powers) Regulations 1997

FOI Freedom of Information

PGPA Act Public Governance, Performance and Accountability Act 2013

Glossary

For the purposes of the CGRGs, terms have the meanings defined below.

accountable authority see subsection 12(2) of the PGPA Act.

application process refers to the steps that must be by followed potential grantees to be considered for a grant. It includes the forms, and written documentation, which contain eligibility and any assessment criteria to be satisfied.

assessment criteria are the specified principles or standards, against which applications will be judged. These criteria are also used to assess the merits of proposals and, in the case of a competitive grant opportunity, to determine application rankings.

beneficiaries include the individuals/organisations which directly or indirectly receive a gain or benefit from the grant activity.

eligibility criteria refer to the mandatory criteria which must be met to qualify for a grant. Assessment criteria may apply in addition to eligibility criteria.

entity means a Commonwealth entity and includes a Department of State, a Parliamentary Department, a listed entity or a body corporate established by a law of the Commonwealth (see section 8 of the PGPA Act).

external committee means any body comprising external representation formed for the purposes of informing entities on the merits of applications in a grant opportunity. This may include advisory panels, expert committees, or technical advisers.

finance law means the PGPA Act and Rule, an instrument made under the PGPA Act, or an Appropriation Act (see section 8 of the PGPA Act).

grant activity(ies) refers to the project /tasks /services that the grantee is required to undertake.

grants administration is the processes that an entity undertakes to achieve Government policy outcomes through grants. It includes: planning and design; selection and decision-making; the making of a grant; the management of grant agreements; the ongoing relationship with grantees; reporting; and review and evaluation.

grant agreement sets out the relationship between the parties to the agreement, and specifies the details of the grant.

grant opportunity refers to the specific grant round or process where a Commonwealth grant is made available to potential grantees. Grant opportunities may be open or targeted, and will reflect the relevant grant selection process.

grant opportunity guidelines refers to a document(s) containing the relevant information required for potential grantees to understand: the purpose, outcomes and objectives of a grant; the application and assessment process; the governance arrangements (including roles and responsibilities); and the operation of the grant. Grant opportunity guidelines include related documents, such as the application guidelines and forms, invitations to apply, supporting documentation, frequently asked questions, draft grant agreements, and any templates for reporting or acquittals.

GrantConnect is the Australian Government's whole-of-government grants information system, which centralises the publication and reporting of Commonwealth grants in accordance with the CGRGs.

grantee means the individual/organisation which has been selected to receive a grant.

grants lifecycle includes the: design of grant opportunities and activities; assessment and selection of grantees; establishment of grants; ongoing management of grantees and grant activities; and evaluation of grant opportunities and activities.

officials means officials of a Commonwealth entity. An official of a Commonwealth entity is an individual who is in, or forms part of the entity (see section 8 of the PGPA Act).

one-off or ad hoc grants generally do not involve planned selection processes, but are instead designed to meet a specific need, often due to urgency or other circumstances. These grants are generally not available to a range of grantees or on an ongoing basis.

other Consolidated Revenue Fund (CRF) money is money that forms part of the CRF other than relevant money or any other money of a kind prescribed by the rules (see section 105 of the PGPA Act).

relevant money means money standing to the credit of any bank account of the Commonwealth or a corporate Commonwealth entity or money that is held by the Commonwealth or a corporate Commonwealth entity (see section 8 of the PGPA Act).

Rule means the Rule made under section 101 of the PGPA Act (see section 8 of the PGPA Act).

selection criteria comprise eligibility criteria and assessment criteria.

selection process is the method used to select potential grantees. This process may involve comparative assessment of applications or the assessment of applications against the eligibility criteria and/or the assessment criteria.

Emergency

ENTR Business Services Finance and Procurement
Grants and Funding Agreements Grant Hub On-boarding Process



Grant Hub On-boarding Process

The process below outlines the on-boarding process for a grant program to be administered by the Business Grants Hub (the Hub).

The Department <u>must</u> implement existing grants and grants included in new policy proposals via the Hub. In addition, one-off grants (as defined by the Commonwealth Grant Rules and Guidelines) with payments that <u>exceed</u> \$50,000 (inclusive of GST) per grant <u>must</u> be administer by the Hub.

One-off grants with payments that <u>do not</u> exceed \$50,000 (inclusive of GST) per grant, and are not associated with or funded out of program funding <u>do not need</u> to be administered by the Hub.

If you have any questions at any stage, please contact us on 02 6274 7585 or grants@infrastructure.gov.au

- In the design phase of the grant program, contact the Grants team. The Grants team will assess your grant and connect you with the Hub.
- Complete the Policy Partner Readiness Checklist and Snapshot document (below) for the
 grant program to be implemented via the Hub. The completed template should
 be emailed to BGH-DL-Infrastructure@industry.gov.au and
 grants@infrastructure.gov.au copied in. Please ensure that you give the Hub at least 5
 business days in which to respond with a quote (unless urgent).
- Once the Hub receives the Request for Quote, they will provide you with a costing, including ASL figures. Where the costings relate to a new policy proposal you should provide a copy to the External Budgets Team at HelpBudgets@infrastructure.gov.au.
- If the Grants Hub is to proceed with the administration of the grant program, arrange for delegations to be drafted for the grant program.
- Once delegations received from industry, forward to relevant SES and Grants team for comment.
- Once the SES have agreed to delegations, forward to the CFO for clearance.
- Once CFO has cleared the delegations, prepare a brief for the Secretary to sign. Provide the Secretary's brief and the delegation to the Governance team (delegations&authorisations@infrastructure.gov.au) for review. The Governance team can also provide templates and advice.
- Once Governance checked the brief and delegation, provide the brief and delegations to the Secretary to sign, then forward signed documents to the Grants Hub.
- The Grants Hub will provide you with a draft services proposal and schedule which will outline the costings and responsibilities of the Department and the Hub for the grant

program administration. You should review the draft services proposal and schedule to ensure it is correct.

NB: prior to signing the services proposal and schedule you will need to create a Procurement Registration and Approval Form in the myWorkplace Procurement Solution (contact the Grants and Procurement team at help.procurement@infrastructure.gov.au or on x7144 for further information).

- Once delegate approval has been obtained via the myWorkplace Procurement Solution you can sign the services proposal and schedule. This must be signed at SES level by the relevant SES officer responsible for the program.
- Once the services proposal and schedule has been signed provide a copy of the fully signed agreement to grants@infrastructure.gov.au.
- Register the signed services proposal and schedule in the myWorkplace Procurement solution (contact the Grants and Procurement team at help.procurement@infrastructure.gov.au or on x7144 for further information).

Related Documents

Name



5. Policy Partner Readiness Checklist and Snapshot

Was this information helpful?

Somewhat Yes

No

Next content review date: 22 May 2019

Maintained by (Section): Financial Operations

Last modified on: 5/08/2020 2:19:16 PM

Emergency

Business Services Finance and Procurement Grants and Funding Agreements Whole of Government Grants Templates



Whole of Government Grants Templates

Whole of Government Grants Opportunity Templates Suite

The templates are part of the broader Grants Policy Reform Agenda, which includes other templates and tools to be utilised at different stages of the grants administration process to assist entities to improve processes and meet the requirements of the CGRGs.

By improving the consistency of these grant processes, the template suite is designed to reduce red tape and the associated costs faced by entities and potential grants applicants and other stakeholders.

It is expected that the templates will also streamline processes for grants applicants and entities in developing and clearing guidelines for publishing on GrantConnect.



Whole of Government Grant Agreement Template Suite

The development of a suite of grant agreement templates is to improve and streamline grant agreements between the Commonwealth and grant recipients and to make it easier and more efficient for grant recipients to do business with the Commonwealth.

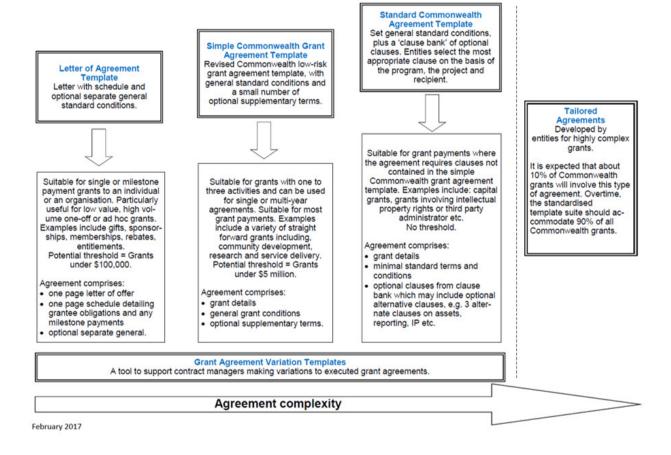
By standardising aspects of Government grant processes, the grant agreement template suite is designed to ease the associated administrative and legal costs organisations face when entering into grant agreements with the Commonwealth. **NOTE:** - The Australian Government Solicitor provided legal advice and comment on the templates.

The Commonwealth grant agreement template suite has been developed in consultation with Government and non-government stakeholders:

- a letter of offer template, for high volume, low value, low risk grants
- a Simple Commonwealth Grant Agreement Template (based on a revision of the Commonwealth Low-Risk Grant Agreement Template)
- development of a Standard Commonwealth Grant Agreement Template
- development of a grant agreement variation template
- explanatory guidance and information products to assist entities and grant recipients to use the Commonwealth grant agreement template suite
- tools and guidance to assist entities to streamline acquittal and reporting requirements for grants recipients.

It is expected that the letter of offer and simple Commonwealth grant agreement templates will accommodate the majority of granting activities undertaken by the Commonwealth that require a grant agreement.

Commonwealth whole-of-government Grant Agreement Template Suite



Was this information helpful?

Yes Somewhat

No

Next content review date: 11 November 2017

Maintained by (Section): Financial Operations

Last modified on: 7/07/2020 11:12:11 AM

Emergency

ENTR Business Services Finance and Procurement
Grants and Funding Agreements Opportunity Templates



Opportunity Templates

The new whole of government template suite consists:

- competitive grant guidelines template (for all open and restricted competitive selection processes)
- non-competitive grant guidelines template (for use in targeted, restricted or demand driven selection processes)
- one-off and ad hoc grants
- explanatory guidance and information products to assist entities to use the grant guidelines templates







Was this information helpful?

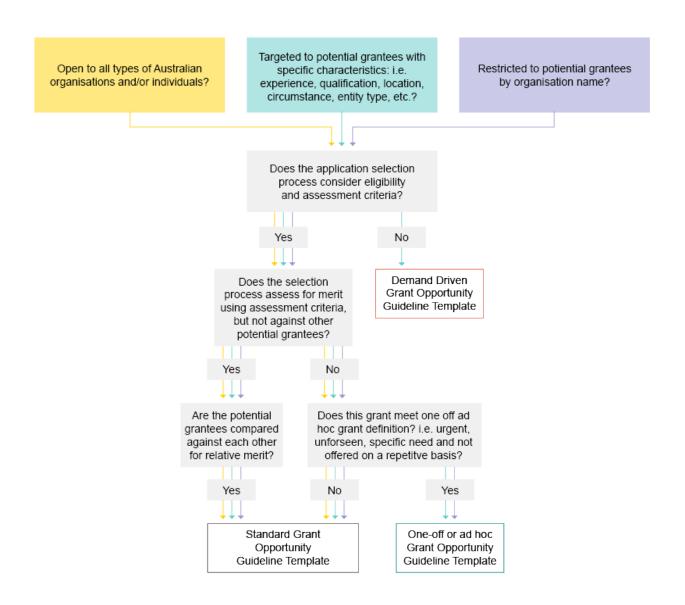
Yes Somewhat

No

Next content review date: 24 November 2017

Maintained by (Section): Financial Operations

Last modified on: 4/06/2019 9:27:59 AM



Grants Checklist

Heading/Section	Information guidelines should contain and CGRGs reference for more information	√ ×
Title Page	Are the program name; Grant Opportunity name; opening and closing dates; policy and administering entities; enquiry information and the type of grant process listed?	
Contents Page	Is this included and updated?	
Process diagram	Does the flowchart clearly set out the processes the opportunity will follow?	
Introduction	Standard text explanation.	
About the grant program	CGRGs references: 2.1, 2.3, 8.6, 10.1 and 10	.2
About the [name of] grant opportunity	Are the purpose, objectives, outcomes, total cost and timeframe clearly set out? Objectives should be concise, unambiguous and measurable. They should clearly link to the policy outcomes.	
Grant amount and grant perio		.6
Grants available	Do the guidelines outline the total funding available for this grant opportunity? Is it clear whether there is a minimum or maximum amount available per grant? Where the grant funding is apportioned to particular grant categories, geographic regions, etc. is this clearly stated? If the grantee is required to contribute towards the grant amount is this clearly stated?	
Grant project period	Has the timeframe for the grants been included?	
Eligibility criteria	CGRGs references: 7.10, 7.11 and 13.14	4
Who is eligible to apply for a grant?	Are the criteria clear and objective? Is it explicit whether the criteria 'must all be met' or 'may be waived', and when that might occur? If the selection process is a closed or targeted one with limited eligible applicants, are the guidelines clear about this and the reasons why.	
Who is not eligible to apply for a grant?	If relevant, does this section provide clear information on the required skills and qualifications?	
What qualifications, skills or checks are required?	If relevant, does this section provide clear information?	
What the grant money can b	e used for? CGRGs references: 7.11 and	8.6
Eligible grant activities	Is there clear information on what is an eligible activity and the associated expenses that may be paid for with grant money?	
Eligible locations	If relevant, does this section provides clear information on these locations?	
Eligible expenditure	If relevant, does this section provide clear information on these items?	
What the grant money cannot be used for	If relevant, does this section provide clear information on these items?	
The assessment criteria	CGRGs references: 4.5, 4.6, 4.10, 8.6 and 13	3.14
The assessment criteria	Are the assessment criteria clear? Is it clear whether the criteria are equally considered or if weighting is applied and what that is?	

d 8.6
3.8.6
6.8 t
6.8 b
d 8.6
d 8.6
0.40
3.13
1
1

[Program name] [Grant opportunity name]

Opening date:	[dd mm yyyy]	
Closing date and time:	[00.00 AEST] on [dd mm yyyy]	
Commonwealth policy entity:	[Commonwealth entity name]	
[Co-sponsoring entity]	[Commonwealth entity name]	
[Administering entity]	[Commonwealth entity name]	
Enquiries:	If you have any questions, contact [officials name, title, phone number, email, and other].	
	Questions should be sent no later than insert [dd mm yyyy]	
Date guidelines released:	[dd mm yyyy]	
Type of grant opportunity:	[Open competitive; Open non-competitive; Targeted competitive; Closed non-competitive]	

Template instructions: Update this contents page once all amendments to the grant guidelines have been completed. To do this, right click anywhere on the contents and select 'update field', then update entire table'. This field relies on the correct use of heading styles, which must be used consistently throughout the guidelines.

Contents

1.	[Program name]: [Grant opportunity name] processes		
2.	About the grant program		6
	2.1	About the [name of] grant opportunity	7
3.	Grant	amount and grant period	8
	3.1	Grants available	8
	3.2	[Grant/Project] period	9
4.	Eligibi	lity criteria	9
	4.1	Who is eligible to apply for a grant?	9
	4.2	Who is not eligible to apply for a grant?	11
	4.3	What qualifications, skills or checks are required?	11
5.	What t	he grant money can be used for	11
	5.1	Eligible grant activities	11
	5.2	Eligible locations	12
	5.3	Eligible expenditure	12
	5.4	What the grant money cannot be used for	13
6.	The as	sessment criteria	13
7.	How to	o apply	15
	7.1	Attachments to the application.	16
	7.2	Joint (consortia) applications	17
	7.3	Timing of grant opportunity processes	17
	7.4	Questions during the application process	18
8.	The gr	ant selection process	18
	8.1	Assessment of grant applications	19
	8.2	Who will assess applications?	19
	8.3	Who will approve grants?	20
9.	Notific	ation of application outcomes	20
	9.1	Feedback on your application	21
	9.2	Further grant opportunities	21
10.	Succe	ssful grant applications	21
	10.1	The grant agreement	21
	10.2	Specific legislation, policies and industry standards	22
	10.3	How we pay the grant	23
	10.4	Grants Payments and GST	24
11	Δηηοιι	incement of grants	25

12.	12. How we monitor your grant activity				
	12.1	Keeping us informed	.25		
	12.2	Reporting	.26		
	12.3	[Financial declaration] [Audited financial acquittal report]	.27		
	12.4	Grant agreement variations	.27		
	12.5	Compliance visits	.27		
	12.6	Record keeping	.27		
	12.7	Evaluation	.27		
	12.8	Acknowledgement	.28		
13. Probity			.28		
	13.1	Enquiries and feedback	.28		
	13.2	Conflicts of interest	.29		
	13.3	Privacy	.29		
	13.4	Confidential Information	.30		
	13.5	Freedom of information	.30		
14.	Consultation		.31		
15.	15. Glossary3				
Арј	ppendix A. [insert title]3				

Template instructions: Use this template for grants that will be judged against selection criteria and/or compared to other applications. Use it for grant opportunities undertaken through a single round, invitation or through multiple concurrent rounds. **NOTE**: Other guidelines templates, such as the demand-driven/one-off or ad hoc may be more appropriate to use.

Competitive, merit-based selection processes should be used to allocate grants, unless specifically agreed otherwise by a Minister, accountable authority or delegate (Commonwealth Grants Rules and Guidelines (CGRGs para 11.5). This template can be used for:

- open competitive funding rounds which have open and closed nominated dates, with eligible applications being assessed against the nominated selection criteria (and against other applications);
- targeted or restricted competitive funding rounds which are open to a small number of potential grantees based on the specialised requirements of the grant activity under consideration;
- a non-competitive, open process under which applications may be submitted at any time
 over the life of the grant opportunity and are assessed individually against the selection
 criteria, with funding decisions in relation to each application being determined without
 reference to the comparative merits of other applications; and
- a closed non-competitive process. For example, where applicants are invited by the
 entity to submit applications for a particular grant and the applications or proposals are not
 assessed against other applicants' submissions but assessed individually against selection
 criteria.

The grant guidelines should contain all the information necessary for a potential applicant to understand:

- whether the grant opportunity may apply to them
- how to apply for a grant
- the processes and timeframes involved
- the roles and responsibilities of all relevant stakeholders
- the expectations if their application is successful.

To promote consistency across government **DO NOT** amend/delete/replace Level 1 headings.

When using this template, delete the shaded instruction boxes and use text in square brackets to meet the needs of the grant program/opportunity. The text in square brackets has been drafted with a whole-of-government perspective, but can be amended as the circumstances of the grant opportunity dictate.

Section and text prefaced with the words [if applicable] can be deleted.

Users should prepare the grant guidelines with the potential grantee as the audience. With this in mind, 'you' refers to potential applicants.

Grant guidelines should be clear, consistent, fit for purpose and align with the principles of the CGRGs. The content and complexity of grant guidelines and related processes should be proportional to the grant program, grant activity(ies), and likely grantee(s).

1. [Program name]: [Grant opportunity name] processes

Template instructions: Modify this Process Flowchart as appropriate.

The [program name] is designed to achieve Australian Government objectives
This grant opportunity is part of the above grant program which contributes to [name of
Commonwealth entity]'s Outcome [X]. The [name of Commonwealth entity] works with
stakeholders to plan and design the grant program according to the

Commonwealth Grants Rules and Guidelines (CGRGs).



The grant opportunity opens

We publish the grant guidelines on **GrantConnect**



You complete and submit a grant application

You complete the application form and address all of the eligibility and assessment criteria to be considered for a grant.



We assess all grant applications

We assess the applications against eligibility criteria [and notify you if you are not eligible, if applicable]. We assess your eligible application against the assessment criteria including an overall consideration of value with money [and compare it to other applications, if applicable].



We make grant recommendations

We provide advice to the decision maker on the merits of each application.



Grant decisions are made

The decision maker decides which applications are successful.



We notify you of the outcome

We advise you of the outcome of your application. We may not notify unsuccessful applicants until grant agreements have been executed with successful applicants.



We enter into a grant agreement

We will enter into a grant agreement with you if successful. The type of grant agreement is based on the nature of the grant and will be proportional to the risks involved.



Delivery of grant

You undertake the grant activity as set out in your grant agreement. We [or other entity if applicable] manage the grant by working with you, monitoring your progress and making payments.



Evaluation of the [program name/grant opportunity]

We evaluate your specific grant activity and the [program name/grant opportunity] as a whole. We base this on information you provide to us and that we collect from various sources.

1.1 Introduction

Grant opportunity guidelines, which cover multiple grant rounds, should use the same eligibility and assessment criteria. This works well for opportunities that cover different regions. However, if the grant opportunity guideline is to cover concurrent rounds with different objectives, eligibility and assessment criteria, it is more straightforward to develop separate guidelines for each opportunity. Use Section 2 to clarify the relationship between rounds in the grant program.

For grant opportunities that contribute to a high-level program, use only the relevant high-level details that provide context to this specific opportunity. If there are linked grant opportunities that an applicant ought to be aware of, include information on those grant opportunities in this section.

These guidelines contain information for the [grant opportunity name] grants.

[insert any additional text to provide context for applicants]

You must read these guidelines before filling out an application.

This document sets out:

- the purpose of the grant program/grant opportunity
- the eligibility and assessment criteria
- how grant applications are considered and selected
- how grantees are notified and receive grant payments
- how grantees will be monitored and evaluated
- responsibilities and expectations in relation to the opportunity.

[If applicable] This grant opportunity and process will be administered by the [Business /Community Grants] Hub on behalf of the [relevant entity].

2. About the grant program

Template instructions: All programs are either <u>Portfolio Budget Statement</u> (PBS) programs or component programs of a PBS program. If the program is a component program of a PBS program, include the PBS program name. **Note:** Information on grants awarded is reported on GrantConnect and linked to the PBS program.

Describe the grant program including whether it has a single grant opportunity or multiple grant opportunities. The description of the grant program can include information on:

- the purpose of the grant program
- context, history, or related programs (including PBS program) or grant opportunities
- the scope and timeframe for the program
- the Australian Government's policy objectives for the grant program, including relevant targets, outcomes and deliverables
- key performance indicators and how they will be measured
- other relevant information.

If the grant program has multiple grant opportunities, include information about timing of future opportunities.

Where the grant program has only a single opportunity (for example the program and the opportunity are the same), delete section 2.1.

For a program with multiple grant opportunities, provide high-level summary information at section 2 and provide the opportunity specific information at section 2.1.

The grant program objective(s) is the purpose that the program has been established to achieve. Objectives should be concise, unambiguous and measurable. They should clearly link to the policy outcomes of the Government and be consistent with the relevant Commonwealth entity's strategic plan. Deliverables/outputs/targets/goals contribute to the achievement of the overall program objective. These are often smaller 'building blocks' in the progress towards achieving the high level outcome.

The [grant program name] (the program) will run over [xx] years from [yyyy-yy to yyyy-yy]. [If applicable] The program was announced as part of the [enter relevant program/measure or strategy].

[Insert other relevant information e.g. purpose].

The objectives of the program are:

- [objective 1]
- [objective 2]

The intended outcomes of the program are:

- [outcome 1]
- [outcome 2]

[If applicable, include any other relevant information for example, priorities/key elements]

We administer the program according to the <u>Commonwealth Grants Rules and Guidelines</u> (CGRGs)¹.

2.1 About the [name of] grant opportunity

Template instructions: Include this section if applicable.

Provide information about the grant opportunity and how it relates to the grant program. Clearly explain the purpose of the grant opportunity and the outcomes required to achieve the grant opportunity's intended objectives. Outline the specific objectives and outcomes that are particular to this grant opportunity.

Outcomes should be concise, unambiguous and measurable and clearly link to the grant program objectives and outcomes set by the Government and detailed in section 2 above. Include key performance indicators.

Clearly state any priorities, for example, specific attributes such as industry sector, regions or business type (for example, university or not for profit organisations) that are key to the grant opportunity.

Ensure the grant opportunity has a unique name, which is used consistently.

Where there is only one grant opportunity in the program, this information should be included in Section 2 and this section may be deleted.

¹ https://www.finance.gov.au/sites/default/files/commonwealth-grants-rules-and-guidelines.pdf

To add additional grant opportunities to this template, copy and paste section 2.1 (this section) and renumber accordingly. Where these guidelines outline more than one grant opportunity, repeat this section for each grant opportunity.

If there are multiple grant opportunities within the program, include details of how this opportunity fits with other opportunities.

[If applicable] This grant opportunity was announced as part of the [enter relevant program/measure or strategy].

[include any relevant information on the grant opportunity]

The objectives of the grant opportunity are:

- [objective 1]
- [objective 2].

The intended outcomes of the grant opportunity are:

- [outcome 1]
- [outcome 2].

Grant amount and grant period

Template instructions. This section should clearly outline the grant funding available through the program and opportunity. Provide information on:

- the value of the total grant program and the funding available for this grant opportunity (repeat if there are multiple opportunities)
- the minimum or maximum amount per grant
- any pre-determined amount or formula per grant that applies.

Where grant funding is divided into categories, geographical or otherwise, provide this information.

Provide information on whether the grant has an activity period, and a separate evaluation or reporting period in this section.

3.1 Grants available

The Australian Government has announced a total of \$[xxx] over [xx] years for [name of program]. [For this grant opportunity \$[xxx] is available over [xx] years.]

[If applicable] The grant opportunity will run from [date] to [date].]

- The minimum grant amount is \$[minimum grant amount].
- The maximum grant amount is \$[maximum grant amount].
- [or] It is anticipated that most grants will be between \$[XXX]-\$[XXX], depending on the scope of the grant activity and its complexity.
- [or] There is no maximum grant amount but grants cannot exceed the amount of available funds.

[If applicable] [You are required to contribute towards the [grant activities or project/services]. The grant amount will be up to [grant percentage] per cent of eligible expenditure [or a specific set

amount].] [You cannot use funding from other Commonwealth, state, territory or local government sources to fund your share of eligible expenditure.]

[If applicable] No more than [usually grant percentage] per cent of your total costs can be funded from [Commonwealth, state or territory, or local] government grants. [You cannot use funding from other Commonwealth, state, territory or local government sources to fund your share of eligible expenditure.]

3.2 [Grant/Project] period

[If applicable] The maximum grant period is [maximum grant period] years.

[If applicable] You must complete your grant/project by [insert date]. Following the grant/project period, an evaluation period of [state length] will commence.

[or]

[If applicable] The maximum period of this grant is XX years. After this period, you will be expected to provide reporting on [detail the expected information] for a further XX years.

[or]

[If applicable] We may approve a further [maximum extension period] extension provided you [insert details of what is expected].

4. Eligibility criteria

Template instructions: Include information on any eligibility criteria that must be met, for a grant application to be considered.

If relevant, include details about whether eligibility criteria can be waived, including the circumstances in which this could occur, who will decide, and on what basis. Where eligibility and/or assessment criteria are waived, decisions to approve grants should still be consistent with the policy for the grant opportunity and/or the applicable published objectives.

We cannot consider your application if you do not satisfy all the eligibility criteria.

[or]

[If applicable] The eligibility criteria may be waived or amended if [insert circumstances].

We cannot provide a grant if you receive funding from another government source for the same purpose.

[or]

You can apply for grants under any Commonwealth program, but if your applications are successful, you must choose either the [grant opportunity] grant or the other Commonwealth grant.

4.1 Who is eligible to apply for a grant?

Template instructions: List the types of organisations and/or individuals that are eligible to receive a grant.

If applicants are only eligible due to their physical location or the nature of the organisation (e.g. an accredited aged care home or university), or must meet any other conditions, this information should be included.

If there is a defined list of eligible applicants, list these here and provide the rationale for this decision.

Add to or delete the examples as appropriate.

To be eligible you must:

- have an Australian Business Number (ABN)
- be registered for the purposes of GST
- be a permanent resident of Australia
- have an account with an Australian financial institution
- be located in [region]

and be one of the following entity types:

- a company incorporated in Australia
- a company incorporated by guarantee
- an incorporated trustee on behalf of a trust
- an incorporated association
- a partnership
- a joint (consortia) application with a lead organisation²
- a [registered charity or] not-for-profit organisation
- a publicly funded research organisation as defined in the Glossary [add terms to Glossary]
- an individual
- an Australian local government body
- an Australian state or territory government body
- an Aboriginal and/or Torres Strait Islander Corporation registered under the <u>Corporations</u> (Aboriginal and /or Torres Strait Islander) Act 2006

Template instructions: This section is optional. Where applicants must meet other eligibility conditions, include them in this section.

Add or delete from the examples below as required.

[If applicable] We can only accept applications:

- from [insert name of eligible applicant type (e.g. Primary Health Networks)]
- from [insert name of eligible applicant type (e.g. a business employing less than 15 employees].
- where you can provide evidence from your board (or chief executive officer or equivalent if there is no board) that the [grant activity or project/service] is supported, and that you can complete the [grant activity or project/service] and meet the costs of the [grant activity or project/service] not covered by the grant.
- where you can provide evidence of how you will provide your share of [grant activity or project/service] costs, such as an Accountant Declaration, that confirms you can fund your share of the [grant activity or project/service] costs. You must use the Accountant Declaration form provided as part of this grant opportunity.

² The Australian Government recognises that some organisations may seek to form consortia in order to apply for a grant under the Program. Consortia are eligible to apply and the relevant conditions applicable to consortia are at 7.2 'Joint Applications'

[If applicable] The list of eligible applicants was determined [insert the reasoning behind why there is a targeted list and how it was determined].

4.2 Who is not eligible to apply for a grant?

Template instructions: This section is optional. Use this section if there are particular types of organisations and/or individuals who are ineligible to apply for a grant and section 4.1 does not exclude them sufficiently.

Note: payments from one non-corporate Commonwealth entity to another non-corporate Commonwealth entity are notional payments (defined in Section 76 of the *Public Governance*, *Performance and Accountability Act 2013 (PGPA Act*) and are not grants.

Delete or add from the examples below.

You are not eligible to apply if you are:

- a Commonwealth, state, territory or local government agency or body (including government business enterprises)
- an individual
- unincorporated association
- overseas resident/organisation
- any organisation not included in section 4.1
- [insert any other relevant details]

4.3 What qualifications, skills or checks are required?

Template instructions: This section is optional. Use this section if the organisation or persons involved in the grant activity are required to have specific qualifications, skills, accreditation, registration, or checks.

Some examples are provided. Add or delete as required.

Where we ask applicants to declare compliance with regulations (in Section 10.2), these should be listed here.

[If applicable] If you are successful, [all/ relevant] personnel working on the [grant activity or project/services] must maintain the following [qualifications/skills/accreditation/registration/checks]:

- Working with Vulnerable People registration
- Working with Children check
- Australian Skills Quality Authority accreditation

[If applicable] Your organisation must maintain the following [accreditation/ registration]:

[insert relevant requirements]

5. What the grant money can be used for

5.1 Eligible grant activities

Template Instructions: List all eligible grant activities that the grant can be used for, as well as any costs that may be paid with the grant, for example, projects/tasks/services etc.

Most grant opportunities will only require grant activities.

If the grant is for a specific type of eligible grant activity, include the relevant details here. Wherever possible, include examples, particularly if there is any ambiguity regarding items on the list.

If there is a grant opportunity, which requires the type(s) of project to be listed, separate to the grant activities, add this information here.

[Select if applicable] To be eligible your [grant activity or projects/services] must:

- [list or describe eligible grant activities or project/service delivery requirements]
- have at least [minimum \$] in eligible expenditure
- Eligible activities must directly relate to the project and can include:
 - [list eligible project activities here]

5.2 Eligible locations

Template Instructions: This section is optional. Include a paragraph listing any location restrictions that apply to the grant program. An example is below.

[Your grant can include activities at different locations, as long as they are all in Queensland] [or]

[If applicable] Your [grant activities or project/services] must be delivered in the following locations:

- [list service area 1]
- [list service area 2]

5.3 Eligible expenditure

You can only spend the grant on eligible expenditure you have incurred [on eligible grant activities or agreed project activities].

Eligible expenditure items are:

- [Eligible expenditure item 1 (i.e. capital costs, wages, utilities, etc.)]
- [Eligible expenditure item 2]
- [Etc].

[or]

- For guidance on eligible expenditure, see Appendix A.
- We may update the guidelines on eligible and ineligible expenditure from time to time. If your application is successful, the version in place when you submitted your application applies to your [grant activity, project/services].
- [If applicable] [If your application is successful, we may ask you to verify project costs that you
 provided in your application. You may need to provide evidence such as quotes for major
 costs.]
- Not all expenditure on your [grant activity, project/services] may be eligible for grant funding.
 The Program Delegate makes the final decision on what is eligible expenditure and may give additional guidance on eligible expenditure if required.

You must incur the expenditure on your [grant activities or project/services] between the start date and end or completion date for your [grant activity/grant agreement] for it to be eligible.

[include any other relevant information]

5.4 What the grant money cannot be used for

Template instructions: List any ineligible activities, as well as any costs that cannot be paid from the grant. Wherever possible, include examples.

Ineligible activities may include: proposed granting activities outside of Australia; marketing campaigns by the applicant; activities that are already funded on an ongoing basis by other Australian, state or territory, or local government programs; or activities that commenced prior to the grant agreement being finalised, such as capital costs.

Add or delete as required, the following are a set of examples only.

You cannot use the grant for the following activities:

- purchase of land
- wages
- major capital expenditure
- the covering of retrospective costs
- costs incurred in the preparation of a grant application or related documentation
- subsidy of general ongoing administration of an organisation such as electricity, phone and rent
- major construction/capital works
- overseas travel, and
- activities for which other Commonwealth, state, territory or local government bodies have primary responsibility.

Template Instructions: This section is optional, delete if not relevant.

The following text is only needed where the applicant is required to make a funding contribution towards the grant activity and where we outline eligible and ineligible expenditure in appendices.

[Insert any additional context]

[If applicable] Expenditure items that are not eligible are:

- [Ineligible expenditure item 1]
- [Ineligible expenditure item 2]
- [or]
- For guidance on ineligible expenditure, see Appendix B.

The assessment criteria

Template instructions: Assessment criteria are additional to eligibility criteria. If applications are only to be assessed against eligibility criteria, the demand-driven grant opportunity quidelines template should be used.

Assessment criteria are the specified principles or standards against which applications will be judged. These criteria are used to assess the merits of proposals and, in the case of a competitive grant opportunity, to determine application rankings.

Assessment criteria should clearly link to the grant program and grant opportunity objectives. Detail all assessment criteria in this section. Where some criteria are relevant to only some

applications, include this information. If relevant, note any word limits provided in the application form.

The assessment criteria should:

- be unambiguous to enable applicants to understand on what basis their applications will be assessed and what they need to provide to verify their responses
- allow for consideration of value with relevant money in assessing the ability of the
 application to meet the policy objectives of the grant program or grant opportunity (a grant
 should add value by achieving something worthwhile that would not occur without the grant)
- be structured in a way to provide the assessors with objective guidance in how to assess each criteria
- in the event of oversubscription, provide information on whether further prioritisation criteria will apply, i.e. location, policy priority or target groups.

Be specific about the required information sought for each criterion. This will help applicants to better target their applications and assist assessors.

State the weighting of each criterion in the assessment process. If the selection process occurs in two-stages, (for example, an expression of interest followed by a full application) this should be noted here and the criteria should express what applicants are required to do in each of the stages. For example, applicants may only need to provide a broad proposal for their grant activity and how it will address a particular need, or policy outcome.

Consider whether grant applicant and grant activity risk should be considered through inclusion in the assessment criteria.

Where applicants are required to demonstrate compliance with regulations, for example, have a Work Health & Safety (WH&S) plan (see section 10.2) this should be included as an assessment criteria.

You must address [all/some] of the following assessment criteria in the application. We will assess your application based on the weighting given to each criterion.

[or] All criterion have equal weighting.

The amount of detail and supporting evidence you provide in your application should be relative to the size, complexity and grant amount requested.

[If applicable] The application form includes text limits [indicate limits].

[If applicable] We will only award funding to applications that score highly against all assessment criteria.

[Insert any other relevant information]

Criterion 1

[Insert Criterion 1] [include weight of criterion e.g. xx points]

You [must/should] demonstrate this through identifying:

- [indicator 1a]
- [indicator 1b]
- [indicator 1c]

Criterion 2

[insert Criterion 2] [include weight of criterion e.g. xx points]

You [must/should] demonstrate this through identifying:

- [indicator 2a]
- [indicator 2b]
- [indicator 2c]

Criterion 3

[Insert Criterion 3] [include weight of criterion e.g. xx points]

You [must/should] demonstrate this through identifying:

- [indicator 3a]
- [indicator 3b]
- [indicator 3c]

[Insert additional criteria as required]

7. How to apply

Template Instructions: Outline the application process. Include all steps and links to important documentation and any forms the potential applicant must complete.

If an applicant may submit a proposal without using a provided application form, please provide information on this process.

There should be no information in the application form that is not in the grant opportunity guidelines.

State how many applications an applicant may submit (e.g. 'one application per applicant per region will be assessed. If more than one application for the same activity is submitted, only the latest application will be considered').

Before applying, you must read and understand these guidelines, [and as applicable] the sample application form and the sample grant agreement.

These documents may be found at <u>GrantConnect</u>. Any alterations and addenda³ will be published on GrantConnect and by registering on this website, you will be automatically notified on any changes. GrantConnect is the authoritative source for grants information.

To apply you must:

- [complete the online [grant opportunity] application form on [insert website name and link] or [complete the attached application form]
- provide all the information requested
- address all eligibility criteria and assessment criteria
- include all necessary attachments
- [list any application restrictions specific to the program]
- submit your application/s to [insert details] by [insert the closing date and time].

[Grant opportunity name] Guidelines

³ Alterations and addenda include but are not limited to: corrections to currently published documents, changes to close times for applications, Questions and Answers (Q&A) documents and Frequently Asked Questions (FAQ) documents

You are responsible for ensuring that your application is complete and accurate. Giving false or misleading information is a serious offence under the <u>Criminal Code 1995</u> and we will investigate any false or misleading information and may exclude your application from further consideration.

If you find an error in your application after submitting it, you should contact us immediately on [insert number/contact details]. [If applicable] We do not have to accept any additional information, nor requests from you to correct your application after the closing time.

[If applicable] You cannot change your application after the closing date and time.

If we find an error or information that is missing, we may ask for clarification or additional information from you that will not change the nature of your application. However, we can refuse to accept any additional information from you that would change your submission after the application closing time.

You should keep a copy of your application and any supporting documents.

We will acknowledge that we have received your application within [two/three etc.] working days. [If applicable] If you need further guidance around the application process or if you are unable to submit an application online contact us at [insert website name and link] or by calling [insert number].

7.1 Attachments to the application

Template instructions: Include information about allowable attachments.

Only request attachments that will be used in the selection process, such as those that help to determine eligibility of an applicant or assist in assessing the application. To reduce the burden and minimise red-tape, we should not seek information from potential applicants that is collected by other parts of the entity or other Commonwealth entities and which is available.

The application form should not include detail beyond what we request here.

The following are some examples, add or delete as required.

We require the following documents with your application:

- a business case
- an indicative budget
- a project management plan
- a risk management plan
- evidence of funding strategy, e.g. financial statements, loan agreements, cash flow documents
- evidence of support from your organisation's board, CEO or equivalent (sample letter provided on [insert website name and link, use GrantConnect if this is a required template rather than an optional sample])
- trust deed
- accountant declaration (sample template provided on [insert website name and link, use GrantConnect if this is a required template rather than an optional sample])
- [insert details].

[If applicable] You must attach supporting documentation to the application form in line with the instructions provided within the form. You should only attach requested documents. We will not consider information in attachments that we do not request.

7.2 Joint (consortia) applications

Template instructions: This section is optional; delete if not relevant. If joint applications are eligible, ensure this is consistently noted in both this section and the section on 'eligibility'. Clarify if all partners in a joint application must meet all the eligibility criteria or only the lead applicant.

When asking for details of joint applicants and letters of support, evidence should be commensurate with the size and scale of the grant activities.

Ensure the requirement for evidence in these guidelines aligns with the application form.

We recognise that some organisations may want to join together as a group to deliver [a grant activity or project/services].

In these circumstances, you must appoint a 'lead organisation'. Only the lead organisation can submit the application form and enter into a grant agreement with the Commonwealth. The application must identify all other members of the proposed group [and include a letter of support from each of the partners].

Each letter of support should include:

- details of the partner organisation
- an overview of how the partner organisation will work with the lead organisation and any other partner organisations in the group to successfully complete the [grant activity or project/services].
- an outline of the relevant experience and/or expertise the partner organisation will bring to the group
- the roles/responsibilities of the partner organisation and the resources they will contribute (if any)
- details of a nominated management level contact officer.

You must have a formal arrangement in place with all parties prior to execution of the agreement.

7.3 Timing of grant opportunity processes

Template instructions: Provide information on the expected timeframes. Include all relevant information about application timing, including:

- expected timing for application assessment
- expected timing for notification of application outcome
- an indicative date that the grant is expected to take effect.

You must submit an application between the published opening and closing dates. We cannot accept late applications.

[or] We will only accept a late application where [give details and explain the circumstances under which a late application will be considered].

[or] You can submit an application at any time over the duration of the grant opportunity. [If applicable] The grant opportunity will run from [date] to [date].]

If you are successful, we expect you will be able to commence your [grant activity or project/ services] around [month] [year].

Table 1: Expected timing for this grant opportunity

Activity	Timeframe
Assessment of applications	4 weeks [OR include quarter or a specific date]
Approval of outcomes of selection process	4 weeks [OR include specific dates]
Negotiations and award of grant agreements	1-3 weeks [OR include specific dates]
Notification to unsuccessful applicants	2 weeks [OR include specific dates]
Earliest start date of [grant activity or project/services]	MM/YYYY
End date of grant activity or agreement	DD/MM/YYYY

[Alternatively, you can delete the table and include text detailing the likely timeframes for assessing applications, negotiating grant agreements, notifying unsuccessful grant applicants etc.].

7.4 Questions during the application process

Template Instructions: Set out any processes for receiving or responding to questions during the application period.

[If applicable] If you have any questions during the application period, contact [add relevant Commonwealth entity/Hub] or by calling [insert number].

The [relevant Commonwealth entity/Hub] will respond to emailed questions within [two/three] working days. [If applicable] [Answers to questions will be posted on <u>GrantConnect</u>].

8. The grant selection process

Template instructions: Provide information on how grant applications will be selected (for example, if they will be shortlisted, benchmarked, or peer reviewed; if financial or compliance checks are undertaken; which assessment methodology will be used, etc.). This may involve:

- eligibility checks of applications against the eligibility criteria
- assessment of applications against the assessment criteria, or
- assessment of applications against both the assessment criteria and comparative assessment against other applications.

For non-competitive opportunities, if applications are assessed and awarded in the order in which the applications are received, include information on this process.

NOTE: Non-competitive opportunities, where grants are given based on eligibility only, should use the Demand-Driven template.

If a staged selection process will be undertaken, this information should be included here. An example of this would be a two-stage process, which includes an expression of interest process followed by successful applicants at the second stage being invited to complete a full application.

The PGPA Act and the CGRGs require all commitments of public resources to be efficient, effective, economical and ethical. For a grant, this includes assessing the merits of the

application relative to the grant guidelines and the prime consideration of achieving value with relevant money.

8.1 Assessment of grant applications

We [first] review your application against the eligibility criteria.

[or] [Only eligible applications will move to the next stage]. We consider eligible applications through an [open competitive] [targeted or restricted competitive] [an non-competitive, open] [a closed non-competitive] grant process.

[Include details of the selection process]

[Competitive process] If eligible, we will then assess your application against the assessment criteria (see Section 6) and against other applications. We consider your application on its merits, based on:

- how well it meets the criteria
- how it compares to other applications
- whether it provides value with relevant money.⁴

[or]

[Non-competitive process] We will then assess your application against the assessment criteria (see Section 6). We consider your application on its merits, based on:

- how well it meets the criteria
- whether it provides value with relevant money.

Template instructions: Include details of the specific matters that will be considered to determine value with relevant money for this grant opportunity.

The following are examples. Add or delete as appropriate.

When assessing the extent to which the application represents value with relevant money, we will have regard to:

- the overall objective/s to be achieved in providing the grant
- the relative value of the grant sought
- extent to which the geographic location of the application matches identified priorities
- the extent to which the evidence in the application demonstrates that it will contribute to meeting the outcomes/objectives.
- How the grant activities will target groups or individuals.

[Insert any further details]

8.2 Who will assess applications?

Template instructions: Clearly define the roles and responsibilities of all parties involved.

Provide information on who will assess the grant applications and how that process will occur. For example, where an assessment committee or an expert panel [which is taken to comprise of/ include non-government members] is to be used, indicate who will be on the committee or panel and how they will be utilised, particularly if independent panels or state office

⁴ See glossary for an explanation of 'value with money'.

assessments are used. If external expert assessors will be involved in this process, provide sufficient detail to allow the applicants to meaningfully declare any conflicts of interest.

Discuss the entity's role.

If the assessment of applications involves a staged approach, outline who will be involved in each stage.

Provide details on the planned assessment methodology and include the rating scale.

An [assessment committee] [expert panel] will assess each application on its merit [and compare it to other eligible applications before recommending which grant applications should be awarded a grant]. The assessment committee will be made up of [insert details including the position of the Chairperson if known].

[If applicable] [We may ask external experts/advisors to inform the assessment process. Any expert/advisor, who is not a Commonwealth Official, will be required/expected to perform their duties in accordance with the CGRGs]. [Include relevant details of experts/advisors if possible]

[If applicable] [The assessment committee may seek additional information about you or your application. They may do this from within the Commonwealth, even if the sources are not nominated by you as referees. The assessment committee may also consider information about you or your application that is available through the normal course of business.]

The assessment committee [or expert panel] recommends to the [Program Delegate/Minister] which applications to approve for a grant.

[Insert any further details]

8.3 Who will approve grants?

Template Instructions: Clearly outline who will be the decision maker, for example, the relevant Minister or a program delegate. If the decision maker is a delegate, include their title, for example, Assistant Secretary of XXX Branch.

The [insert decision maker details] decides which grants to approve taking into account the recommendations of the [assessment committee/expert panel] and the availability of grant funds for the purposes of the grant program.

The [Program Delegate's/Minister's] decision is final in all matters, including:

- the approval of the grant
- the grant funding amount to be awarded
- [If applicable] the terms and conditions of the grant.

[If applicable] There is no appeal mechanism for decisions to approve or not approve a grant.

9. Notification of application outcomes

We will advise you of the outcome of your application in writing. If you are successful, we will advise you of any specific conditions attached to the grant.

[If applicable] If you are unsuccessful, we will give you an opportunity to discuss the outcome.

[If applicable] You can submit a new application for the same grant (or a similar grant) in any future grant opportunities under the program. You should include new or more information to address any weaknesses that may have prevented your previous application from being successful.

9.1 Feedback on your application

If you are unsuccessful, you may ask for feedback within [include timeframe] of being advised of the outcome. We will give written feedback within [one month] of your request.

9.2 Further grant opportunities

Template instructions: This section is optional, delete if not relevant.

Outline how the Commonwealth entity will seek to fill any gaps or meet policy objectives if this grant program or grant opportunity does not receive enough suitable applications. This might be addressed through delivering subsequent grant opportunities as competitive, targeted or closed non-competitive processes.

[If applicable] If there are not enough suitable applications to meet the program's objectives, we will, [insert details].

10. Successful grant applications

10.1 The grant agreement

Template instructions: Change as required, to ensure that this section correctly refers to either the letter of agreement, simple or standard grant agreement. Should more than one type of grant agreement be used, state this and give information on the circumstances in which the different types of grant agreement are applicable.

Delete this section if the grants will not require a grant agreement.

Include information on any additional requirements. This information might be in a summary form or detailed, depending on the particulars of the grant opportunity. Requirements might include:

- specific service standards
- meeting targets, milestones or timelines
- collecting and supplying data
- submitting reports and/or acquittals
- participating in an evaluation
- undertaking risk management
- facilitating site visits by the Commonwealth.

Note: In determining which grant agreement is the most appropriate, you should consider a range of factors such as value, duration of grant, experience of the grantee etc. Monetary thresholds should **NOT** be the primary determinant of the type of agreement used.

You must enter into a legally binding grant agreement with the Commonwealth. [We use the [simple/standard/exchange of letters/letter of agreement] grant agreement in this program.]

[or] [We use two types of grant agreements in this program. Our selection will depend on the size and complexity of your [grant activities] [project/services].

Each agreement has general terms and conditions that cannot be changed. Sample grant agreements are available on [GrantConnect]. [A sample grant agreement is available on [insert website name and link]. [We will use a schedule to outline the specific grant requirements].

[If applicable] We must execute a grant agreement with you before we can make any payments. [We are not responsible for any of your expenditure until a grant agreement is executed. If you choose to start your [grant activities] [project] before you have an executed grant agreement, you do so at your own risk.] [You must not start any [program name] activities until a grant agreement is executed.]

[If applicable] Your grant agreement may have specific conditions determined by the assessment process or other considerations made by the [Program Delegate/Minister]. We will identify these in the agreement.

The Commonwealth may recover grant funds if there is a breach of the grant agreement.

Template Instructions: Where the program uses more than one grant agreement, provide subheadings and describe the arrangements around the different types of agreements separately. Where the program uses only one type of grant agreement, sub-headings are not necessary and the language may change slightly. Delete as appropriate.

Letter of Agreement

This grant agreement comprises [if applicable - your completed application form and] the letter of agreement we send advising that your application has been successful. We consider the agreement to be executed (take effect) from the date of our letter of agreement.

[or]

We will send you a letter of agreement advising that your application has been successful and providing you with an offer. You accept the offer by signing and returning the letter of agreement to us. We consider the agreement to be executed (take effect) from the date you sign the letter.

[insert any other relevant details]

Simple Grant Agreement and/or Standard Grant Agreement

We will use a [simple grant agreement and/or standard grant agreement].

[If applicable] You will have 30 days from the date of a written offer to execute this grant agreement with the Commonwealth ('execute' means both you and the Commonwealth have signed the agreement). During this time, we will work with you to finalise details.

The offer may lapse if both parties do not sign the grant agreement within this time. Under certain circumstances, we may extend this period. We base the approval of your grant on the information you provide in your application.

[If applicable] You may request changes to the grant agreement. However, we will review any required changes to these details to ensure they do not impact the grant as approved by the [Minister/Program Delegate].

[Insert any other relevant details]

10.2 Specific legislation, policies and industry standards

Template Instructions: This section is optional. Delete if not required.

It is not necessary to restate requirements that already exist in law. This section should be used where grantees will be required to demonstrate or declare that they comply with specific requirements for example, an industry standard, the Building Code or Work, Health and Safety.

If compliance with specific legislation, policies such as child protection or multicultural access and equity policies, or industry standards are to be used to determine a potential grant applicant's eligibility, this should be outlined in section 4.

[If applicable] Whilst you are required to be compliant with all relevant laws and regulations, you [may/will] be requested to demonstrate compliance with the following legislation/policies/industry standards:

[list requirements]

[If applicable] To be eligible for a grant, you must declare in your application that you comply with these requirements. You [may/will] need to declare you can meet these requirements in your grant agreement with the Commonwealth.

[add other specific regulatory requirements]

[insert any other relevant details].

10.3 How we pay the grant

Template Instructions: This section is required for all grants that have a grant agreement. It should outline how we pay the grant.

The grant agreement should at a minimum, define grant activity deliverables, schedule payments (according to progress), specify reporting requirements and acquittal procedures (if required) which are proportional to the risks involved. We should ensure that grant agreements are supported by ongoing communication, active grants management and performance monitoring requirements that are proportional to the risks involved.

Where a grant agreement is not required, for example, for rebate payments, state the arrangements that will apply.

The grant agreement will state the [add or delete as required]:

- maximum grant amount to be paid
- proportion of eligible expenditure covered by the grant (grant percentage)
- any financial contributions you must make
- any in-kind contributions you will make
- any financial contribution provided by a third party
- [any other requirements]

[If applicable] We will not exceed the maximum grant amount under any circumstances. [If applicable] If you incur extra costs, you must meet them yourself.

[insert relevant arrangements where a grant agreement is not required].

Template Instructions: Select the appropriate section if applicable and delete all others.

Note: In the case of single up-front payments, where payments are made in advance, there should be a net benefit in doing so. A documented risk assessment and cost benefit analysis will assist in establishing whether payment in advance of need is warranted and, if so, the proportion of the grant that should reasonably be paid.

[Single Upfront Payment]

We will pay 100 per cent of the grant on execution of the grant agreement. You will be required to report how you spent the grant funds at the completion of the [grant activity or project/services].

[Single payment at completion]

We will pay 100 per cent of the grant on completion of the [grant activities or project/services]. We will pay this when you submit a satisfactory final report demonstrating you have completed outstanding obligations for the [grant activity or project/services].

[Advance payments]

We will make an initial payment on execution of the grant agreement. We will make subsequent payments [quarterly, six monthly, annually, as you achieve agreed milestones etc.] in advance, based on your forecast eligible expenditure and adjusted for unspent amounts from previous payments. Payments are subject to satisfactory progress.

We set aside [retention amount] per cent of the total grant funding for the final payment. We will pay this when you submit a satisfactory final report demonstrating you have completed outstanding obligations. We may need to adjust your progress payments to align with available grant program funds across financial years and/or to ensure we retain a minimum [retention amount] per cent of grant funding for the final payment.

[Initial advance payment followed by payments in arrears]

We will make an initial payment on execution of the grant agreement. We will make subsequent payments in arrears, [quarterly, six monthly, annually, based on your progress against milestones etc.] and based on your actual eligible expenditure. Payments are subject to satisfactory progress.

We set aside [retention amount] per cent of the total grant funding for the final payment. We will pay this when you submit a satisfactory final report demonstrating you have completed outstanding obligations. We may need to adjust your progress payments to align with available grant program funds across financial years and/or to ensure we retain a minimum [retention amount] per cent of grant funding for the final payment.

[Progress payments]

We will make payments according to an agreed schedule set out in the grant agreement. Payments are subject to satisfactory progress on the [grant activity or project/services].

[Payments in arrears]

We will make payments [quarterly, six monthly, annually, based on your progress against milestones etc.] in arrears, based on your actual eligible expenditure. Payments are subject to satisfactory progress on the [grant activity or project/services].

We set aside [retention amount] per cent of the total grant funding for the final payment. We will pay this when you submit a satisfactory final report demonstrating you have completed outstanding obligations. We may need to adjust your progress payments to align with available grant program funds across financial years and/or to ensure we retain a minimum [retention amount] per cent of grant funding for the final payment.

10.4 Grants Payments and GST

[If applicable] 'Payments will be GST Inclusive'. [If applicable] If you are registered for the <u>Goods</u> and <u>Services Tax (GST)</u>, where applicable, we will add GST to your grant payment and issue you with a <u>Recipient Created Tax Invoice</u>.

Grants are assessable income for taxation purposes, unless exempted by a taxation law. We recommend you seek independent professional advice on your taxation obligations or seek

assistance from the <u>Australian Taxation Office</u>. We do not provide advice on your particular taxation circumstances.

11. Announcement of grants

Template instructions: Change as required. Document any circumstances where information on grants awarded may not be provided, consistent with the CGRGs and reference the decision maker. For example:

 decisions to report grants to individuals in an aggregated summary format to address privacy concerns.

If successful, your grant will be listed on the GrantConnect website 21 calendar days after the date of effect as required by Section 5.3 of the <u>CGRGs</u>.

[or] [insert details on what information will or will not be published and the reasons for this decision].

12. How we monitor your grant activity

Template instructions: Clearly outline the responsibilities of the grantee, the Commonwealth entity and any other relevant parties. Insert a summary of any likely requirements that the grantee will need to comply with. This section may be very brief for grants established using a letter of agreement.

Only request information or impose requirements that will be used to facilitate the administration of grant payments and maintain accountability, as well as monitor and evaluate the grant. Requesting gratuitous information creates red tape for grantees.

The suggested dot points below are optional, please change and delete as required.

12.1 Keeping us informed

You should let us know if anything is likely to affect your [grant activity or project/services] or organisation.

[If applicable] We need to know of any key changes to your organisation or its business activities, particularly if they affect your ability to complete your grant, carry on business and pay debts due.

[If applicable] You must also inform us of any changes to your:

- name
- addresses
- nominated contact details
- bank account details.

[if applicable] If you become aware of a breach of terms and conditions under the grant agreement, you must contact us immediately.

[If applicable] You must notify us of events relating to your grant and provide an opportunity for the Minister or their representative to attend.

[insert any other requirements]

⁵ https://www.ato.gov.au/

12.2 Reporting

Template Instructions: Delete the sections that are not relevant to the grant opportunity.

There are no mandatory reporting requirements for grantees in the CGRGs. Apply the proportionality principle when determining the reporting and acquittal requirements for grants and have regard to information collected by Australian Government regulators that is available. Determine the volume, detail and frequency of reporting requirements, proportional to the risks involved and policy outcomes being sought.

Inappropriately or inflexibly applied entity standards and accountability frameworks could deter potential grantees. For example, requiring small businesses or not-for-profit entities to report in the same manner as large corporate organisations may not be appropriate. Similarly, poorly formulated reporting requirements, which focus on outputs rather than outcomes, can be overly burdensome, whilst stifling innovation by grantees.

Not all grants require progress reports or ad-hoc reports.

You must submit reports in line with the grant agreement. [If applicable] We will provide sample templates for these reports as appendices in the grant agreement. [If applicable] You will also be able to download them from [insert website name and link]. [If applicable] We will remind you of your reporting obligations before a report is due. We will expect you to report on:

- progress against agreed [grant activity] milestones and outcomes
- [if appropriate] contributions of participants directly related to the [grant activity or project/services]
- expenditure of the grant.
- [insert any further details]

The amount of detail you provide in your reports should be relative to the size, complexity and grant amount.

[If applicable] We will monitor progress by assessing reports you submit and may conduct site visits or request records to confirm details of your reports if necessary. Occasionally we may need to reexamine claims, seek further information or request an independent audit of claims and payments.

Progress reports [If applicable]

Progress reports must:

- include evidence of your progress towards completion of agreed activities and outcomes
- show the total eligible expenditure incurred to date
- [include evidence of expenditure]
- be submitted by the report due date (you can submit reports ahead of time if you have completed relevant activities).

We will only make grant payments when we receive satisfactory progress reports.

You must discuss any reporting delays with us as soon as you become aware of them.

Ad-hoc reports [If applicable]

We may ask you for ad-hoc reports on your grant. This may be to provide an update on progress, or any significant delays or difficulties in completing the [grant activity or project/services].

Final report [If applicable]

When you complete the [grant activity or project/services], you must submit a final report.

Final reports must:

- identify if and how outcomes have been achieved
- include the agreed evidence as specified in the grant agreement
- identify the total eligible expenditure incurred
- be submitted within [XX days] of completion in the format provided in the grant agreement.

12.3 [Financial declaration] [Audited financial acquittal report]

Template Instructions: The stringency of acquittal procedures should be balanced against the level of risk, based on consideration of the risks involved with the grant activity, the grantee and the costs of compliance.

There are no mandatory acquittal requirements for grantees in the CGRGs.

Delete this section if declarations or audits are not required for the grants

We may ask you to provide a declaration that the grant money was spent in accordance with the grant agreement and to report on any underspends of the grant money.

[or] [We may ask you to provide an independently audited financial acquittal report. A financial acquittal report will verify that you spent the grant in accordance with the grant agreement. The financial acquittal report template is attached to the sample grant agreement.

[insert any relevant details]

12.4 Grant agreement variations

Template Instructions: This section is optional, delete if not relevant. Use this section where variations to the grant agreement are allowed. The details will be included in the draft grant agreement that applicants may read.

We recognise that unexpected events may affect your progress. In these circumstances, you can request a variation to your grant agreement. You can request a variation by [insert details].

You should not assume that a variation request will be successful. We will consider your request based on provisions in the grant agreement and the likely impact on achieving outcomes.

12.5 Compliance visits

We may visit you during or at the completion of your grant activity to review your compliance with the grant agreement. We will provide you with reasonable notice of any compliance visit.

12.6 Record keeping

[If applicable] We may also inspect the records you are required to keep under the grant agreement.

[insert any relevant details]

12.7 Evaluation

Template instructions: The PGPA Act and the CGRGs require appropriate performance and evaluation mechanisms to be developed as part of any government financial activity. If successful applicants are required to provide information following acquittal to assist in the evaluation, this information and the relevant details should be provided in this section. Provide examples of the types of additional information that would be sought.

We will evaluate the grant [program][opportunity] to measure how well the outcomes and objectives have been achieved. We may use information from your application and reports for this purpose. We may also interview you, or ask you for more information to help us understand how the grant impacted you and to evaluate how effective the program was in achieving its outcomes.

[If applicable] We may contact you up to [one] year after you finish your grant for more information to assist with this evaluation.

12.8 Acknowledgement

Template instructions: This section is optional, delete if not relevant.

The program logo should be used on all materials related to grants under the program. Whenever the logo is used, the publication must also acknowledge the Commonwealth as follows:

[program name] - an Australian Government initiative'.

[or]

If you make a public statement about a [grant activity or project/services] funded under the program, we require you to acknowledge the grant by using the following:

'This [name of grant activity or project/services] received grant funding from the Australian Government.'

13. Probity

The Australian Government will make sure that the grant opportunity process is fair, according to the published guidelines, incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct and is consistent with the CGRGs.

[If applicable] These guidelines may be changed from time-to-time by [insert relevant Commonwealth entity's name]. When this happens, the revised guidelines will be published on GrantConnect.

13.1 Enquiries and feedback

The [relevant Commonwealth entity's] [insert Complaints Procedures NAME and URL] apply to complaints about this grant opportunity. All complaints about a grant process must be provided in writing.

Any questions you have about grant decisions for this grant opportunity should be sent to [insert relevant email address].

If you do not agree with the way the [relevant Commonwealth entity] has handled your complaint, you may complain to the <u>Commonwealth Ombudsman</u>. The Ombudsman will not usually look into a complaint unless the matter has first been raised directly with the [relevant Commonwealth entity].

The Commonwealth Ombudsman can be contacted on:

Phone (Toll free): 1300 362 072

Email: ombudsman@ombudsman.gov.au Website: www.ombudsman.gov.au

13.2 Conflicts of interest

Any conflicts of interest could affect the performance of the grant opportunity or program. There may be a conflict of interest, or perceived conflict of interest, if [relevant Commonwealth entity's] staff, any member of a committee or advisor and/or you or any of your personnel:

- has a professional, commercial or personal relationship with a party who is able to influence the application selection process, such as an Australian Government officer [or member of an external panel]
- has a relationship with or interest in, an organisation, which is likely to interfere with or restrict
 the applicants from carrying out the proposed activities fairly and independently or
- has a relationship with, or interest in, an organisation from which they will receive personal gain because the organisation receives a grant under the grant program/ grant opportunity.

You will be asked to declare, as part of your application, any perceived or existing conflicts of interests or that, to the best of your knowledge, there is no conflict of interest.

If you later identify an actual, apparent, or perceived conflict of interest, you must inform the [relevant Commonwealth entity] in writing immediately.

Conflicts of interest for Australian Government staff will be handled as set out in the Australian Public Service Code of Conduct (Section 13(7)) of the Public Service Act 1999. Committee members and other officials including the decision maker must also declare any conflicts of interest.

We publish our conflict of interest policy on the [relevant Commonwealth entity] website [insert link].

13.3 Privacy

We treat your personal information according to the <u>Privacy Act 1988</u> and the <u>Australian Privacy Principles</u>. This includes letting you know:

- what personal information we collect
- why we collect your personal information
- who we give your personal information to.

Your personal information can only be disclosed to someone else for the primary purpose for which it was collected, unless an exemption applies.

The Australian Government may also use and disclose information about grant applicants and grant recipients under this grant opportunity in any other Australian Government business or function. This includes disclosing grant information on GrantConnect as required for reporting purposes and giving information to the Australian Taxation Office for compliance purposes.

We may share the information you give us with other Commonwealth entities for purposes including government administration, research or service delivery, according to Australian laws.

As part of your application, you declare your ability to comply with the *Privacy Act 1988* and the Australian Privacy Principles and impose the same privacy obligations on officers, employees, agents and subcontractors that you engage to assist with the activity, in respect of personal information you collect, use, store, or disclose in connection with the activity. Accordingly, you must not do anything, which if done by the [relevant Commonwealth entity] would breach an Australian Privacy Principle as defined in the Act.

13.4 Confidential Information

Other than information available in the public domain, you agree not to disclose to any person, other than us, any confidential information relating to the grant application and/or agreement, without our prior written approval. The obligation will not be breached where you are required by law, Parliament or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

We may at any time, require you to arrange for you; or your employees, agents or subcontractors to give a written undertaking relating to nondisclosure of our confidential information in a form we consider acceptable.

We will keep any information in connection with the grant agreement confidential to the extent that it meets all of the three conditions below:

- 1. you clearly identify the information as confidential and explain why we should treat it as confidential
- 2. the information is commercially sensitive
- 3. revealing the information would cause unreasonable harm to you or someone else.

We will not be in breach of any confidentiality agreement if the information is disclosed to:

- the [committee] and other Commonwealth employees and contractors to help us manage the program effectively
- employees and contractors of our department so we can research, assess, monitor and analyse our programs and activities
- employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery
- other Commonwealth, State, Territory or local government agencies in program reports and consultations
- the Auditor-General, Ombudsman or Privacy Commissioner
- the responsible Minister or Parliamentary Secretary, and
- a House or a Committee of the Australian Parliament.

The grant agreement may also include any specific requirements about special categories of information collected, created or held under the grant agreement.

13.5 Freedom of information

All documents in the possession of the Australian Government, including those about this grant opportunity, are subject to the <u>Freedom of Information Act 1982</u> (FOI Act).

The purpose of the FOI Act is to give members of the public rights of access to information held by the Australian Government and its entities. Under the FOI Act, members of the public can seek access to documents held by the Australian Government. This right of access is limited only by the exceptions and exemptions necessary to protect essential public interests and private and business affairs of persons in respect of whom the information relates.

All Freedom of Information requests must be referred to the Freedom of Information Coordinator in writing.

By mail: Freedom of Information Coordinator

[Address details]

By email: [insert URL]

14. Consultation

Template instructions: Delete if not applicable.

Provide any relevant information relating to stakeholder consultation here, such as consultation undertaken to develop and/or design the grant program or grant opportunity or applicant information sessions.

15. Glossary

Template instructions:

The Glossary terms can be deleted or added in line with the requirements of your application template, although the content in the terms and their definitions cannot be changed and must remain consistent with the definitions in the CGRGs.

Term	Definition
accountable authority	see subsection 12(2) of the <u>Public Governance</u> . <u>Performance and Accountability Act 2013</u>
administering entity	when an entity that is not responsible for the policy, is responsible for the administration of part or all of the grant administration processes
assessment criteria	are the specified principles or standards, against which applications will be judged. These criteria are also used to assess the merits of proposals and, in the case of a competitive grant opportunity, to determine application rankings.
commencement date	the expected start date for the grant activity
completion date	the expected date that the grant activity must be completed and the grant spent by
co-sponsoring entity	when two or more entities are responsible for the policy and the appropriation for outcomes associated with it
date of effect	can be the date on which a grant agreement is signed or a specified starting date. Where there is no grant agreement, entities must publish information on individual grants as soon as practicable.
decision maker	the person who makes a decision to award a grant
eligibility criteria	refer to the mandatory criteria which must be met to qualify for a grant. Assessment criteria may apply in addition to eligibility criteria.
Commonwealth entity	a Department of State, or a Parliamentary Department, or a listed entity or a body corporate established by a law of the Commonwealth. See subsections 10(1) and (2) of the PGPA Act
Commonwealth Grants Rules and Guidelines (CGRGs)	establish the overarching Commonwealth grants policy framework and articulate the expectations for all non-corporate Commonwealth entities in relation to grants administration. Under this overarching framework, non-corporate Commonwealth entities undertake grants administration based on the mandatory requirements and key principles of grants administration.

Term	Definition
grant	for the purposes of the CGRGs, a 'grant' is an arrangement for the provision of financial assistance by the Commonwealth or on behalf of the Commonwealth:
	 a. under which relevant money⁶ or other <u>Consolidated Revenue Fund</u> (CRF) money⁷ is to be paid to a grantee other than the Commonwealth; and
	 b. which is intended to help address one or more of the Australian Government's policy outcomes while assisting the grantee achieve its objectives.
grant activity/activities	refers to the project/tasks/services that the grantee is required to undertake
grant agreement	sets out the relationship between the parties to the agreement, and specifies the details of the grant
GrantConnect	is the Australian Government's whole-of-government grants information system, which centralises the publication and reporting of Commonwealth grants in accordance with the CGRGs
grant opportunity	refers to the specific grant round or process where a Commonwealth grant is made available to potential grantees. Grant opportunities may be open or targeted, and will reflect the relevant grant selection process.
grant program	a 'program' carries its natural meaning and is intended to cover a potentially wide range of related activities aimed at achieving government policy outcomes. A grant program is a group of one or more grant opportunities under a single [entity] Portfolio Budget Statement Program.
grantee	the individual/organisation which has been selected to receive a grant
PBS Program	described within the entity's Portfolio Budget Statement, PBS programs each link to a single outcome and provide transparency for funding decisions. These high-level PBS programs often comprise a number of lower level, more publicly recognised programs, some of which will be Grant Programs. A PBS Program may have more than one Grant Program associated with it, and each of these may have one or more grant opportunities.
selection criteria	comprise eligibility criteria and assessment criteria.

 $^{^{\}rm 6}$ Relevant money is defined in the PGPA Act. See section 8, Dictionary.

 $^{^{7}}$ Other CRF money is defined in the PGPA Act. See section 105, Rules in relation to other CRF money.

Term	Definition
selection process	the method used to select potential grantees. This process may involve comparative assessment of applications or the assessment of applications against the eligibility criteria and/or the assessment criteria.
value with money	value with money in this document refers to 'value with relevant money' which is a judgement based on the grant proposal representing an efficient, effective, economical and ethical use of public resources and determined from a variety of considerations.
	 When administering a grant opportunity, an official should consider the relevant financial and non-financial costs and benefits of each proposal including, but not limited to: the quality of the project proposal and activities; fitness for purpose of the proposal in contributing to government objectives; that the absence of a grant is likely to prevent the grantee and government's outcomes being achieved; and the potential grantee's relevant experience and performance history.

Appendix A. [insert title]

Use this only if required. Try to present all relevant information in a readable format within the body of the template unless it is so long it makes the document unreadable. Ensure it is referenced correctly.

Text

[Program name] [Grant opportunity name] Guidelines

Opening date:	[dd mm yyyy]
Closing date and time:	[00.00 AEST] on [dd mm yyyy]
Commonwealth policy entity:	[Commonwealth entity name]
[Co-sponsoring entity]	[Commonwealth entity name]
[Administering entity]	[Commonwealth entity name]
Enquiries:	If you have any questions, contact [officials name, title, phone number, email, and other].
	Questions should be sent no later than insert [dd mm yyyy]
Date guidelines released:	[dd mm yyyy]
Type of grant opportunity:	Demand-driven (Eligibility-based)

Template instructions: Update this contents page once all amendments to the grant guidelines have been completed. To do this, right click anywhere on the contents and select 'update field', then update entire table'. This field relies on the correct use of heading styles, which must be used consistently throughout the guidelines

Contents

Pro	gram	name] [Grant opportunity name]	1
1.	[Prog	ram Name]: [Grant opportunity] processes	5
2.	About the grant program		
3.	Grant amount and grant period		
4.	Eligib	ility criteria	g
5.	What	the grant money can be used for	11
	5.25.35.4	Eligible locations Eligible expenditure What the grant money cannot be used for	12 12 12
6.	How t	to apply	13
	6.1 6.2 6.3 6.4	Attachments to the application Joint (consortia) applications Timing of grant opportunity Questions during the application process	14 15 15 16
7.	The g	rant selection process	16
	7.1	Who will approve grants?	17
8.	Notific	cation of application outcomes	17
9.	Succe	essful grant applications	17
	9.1 9.2 9.3 9.3	The grant agreement Specific legislation, policies and industry standards. How we pay the grant Grant Payments and GST	18 18 18 19
10.	Anno	uncement of grants	19
11.	How	we monitor your grant activity	19
	11.1 11.2	Evaluation Acknowledgement	20 20

12.	2. Probity		21
	12.1	Enquiries and feedback	21
	12.2	Conflicts of interest	21
	12.3	Privacy	22
	12.4	Confidential Information	22
	12.5	Freedom of information	23
13.	3. Consultation		24
14.	Gloss	arv	25

Template instructions: This template can only be used for demand driven grant processes where applicants that satisfy stated eligibility criteria receive grant funding. Demand driven grants often appear similar to entitlement or benefit programs, however, they are not supported by separate legislation, such as Family Tax Benefits or Taxation Acts.

The amount of each potential grant is usually stated as a set amount or calculated by a given formula. Applications for demand driven grant opportunities are usually accepted up to the limit of available appropriation and this should be clearly explained. If the grant opportunity is likely to be withdrawn due to the appropriation being fully committed, GrantConnect may be used to advise potential applicants of the possibility of a closing date being introduced and the likely timing.

The grant guidelines should contain all the information necessary for a potential applicant to understand:

- whether the grant opportunity may apply to them
- how to apply for a grant
- the processes and timeframes involved
- the roles and responsibilities of all relevant stakeholders
- the expectations if their application is successful.

To promote consistency across government DO NOT amend/delete/replace Level 1 headings.

When using this template, delete the shaded instruction boxes and use the text in the square brackets to meet the needs of the grant program/opportunity. The text in square brackets has been drafted with a whole-of-government perspective, but can be amended as the circumstances of the grant opportunity dictate.

Section and text prefaced with the words [if applicable] can be deleted.

Users should prepare the grant guidelines with the potential grantee as the audience. With this in mind, 'you' refers to potential applicants.

Grant guidelines should be clear, consistent, fit for purpose and align with the principles of the <u>Commonwealth Grants Rules and Guidelines</u> (CGRGs). The content and complexity of grant guidelines and related processes should be proportional to the grant program, grant activity(ies), and likely grantee(s).

1. [Program Name]: [Grant opportunity] processes

Template instructions: Modify this **Process Flowchart** as appropriate.

The [program name] is designed to achieve Australian Government objectives

This grant opportunity is part of the above grant program which contributes to [name of Commonwealth entity]'s Outcome [X]. The [name of Commonwealth entity] works with stakeholders to plan and design the grant program according to the <u>Commonwealth Grants Rules and Guidelines</u>.



The grant opportunity opens

We publish the grant guidelines on GrantConnect.



You submit a grant application



We assess grant applications

We assess the applications against eligibility criteria.



Grant decisions are made

The decision maker makes a decision about the grant(s).



We notify you of the outcome



[if applicable, i.e. for a rebate] Payment is made [or]

[if applicable] We enter into a grant agreement

A simplified grant agreement setting out the terms and conditions for the grant will be provided to successful grant applicants.



[If applicable] Delivery of grant

You undertake the grant activity as set out in your **[grant agreement]**. We [or other entity if applicable] manage the grant by working with you, monitoring your progress and making payments.



Evaluation of the [program/grant opportunity]

We evaluate the specific grant activity and [program/grant opportunity] as a whole. We base this on information you provide to us and that we collect from various sources.

1.1 Introduction

These guidelines contain information for the [grant opportunity name] grants.

[If applicable] This grant opportunity was announced as part of the [enter relevant program/measure or strategy].

[insert text about the grant program/opportunity here]

You must read this document before applying for a grant.

This document sets out:

- the purpose of the grant opportunity
- the eligibility criteria
- how grant applications are considered and selected
- how grantees will be monitored and evaluated
- responsibilities and expectations in relation to the opportunity.

[Insert any additional text to provide context for applicants]

[If applicable] This grant opportunity and process will be administered by the [Business /Community Grants] Hub on behalf of the [relevant entity].

2. About the grant program

Template instructions: All programs are either <u>Portfolio Budget Statement</u> (PBS) Programs or component programs of a PBS Program. If the program is a component program of a PBS program, include the PBS program name. **Note**: Information on grants awarded is reported on GrantConnect and linked to the PBS Program.

Describe the grant program/opportunity including information on:

- the purpose of the grant program/opportunity
- context, history, or related programs (including PBS Program) or grant opportunities
- the scope and timeframes for the program
- the Australian Government's policy objectives, including relevant targets, outcomes and deliverables
- key performance indicators and how they will be measured
- other relevant information.

The grant program objective(s) is the purpose that the program has been established to achieve. Objectives should be concise, unambiguous and measurable. They should clearly link to the policy outcomes of the Government and be consistent with the relevant Commonwealth entity's strategic plan. Deliverables/outputs/targets/goals contribute to the achievement of the

overall program objective. These are often smaller 'building blocks' in the progress towards achieving the high level outcome.

The [grant program name] (the program) will run over [xx] years from [yyyy-yy to yyyy-yy]. [If applicable] The program was announced as part of the [enter relevant program/measure or strategy].

[Insert other relevant information, for example purpose]

The objectives of the program are

- [objective 1]
- [objective 2]

The intended outcomes of the program are

- [outcome 1]
- [outcome 2]

[If applicable include any other relevant information for example, priorities/key elements]

We administer the program according to the <u>Commonwealth Grants Rules and Guidelines</u> (CGRGs)¹.

2.1 About the [name of grant opportunity] grant opportunity

Template instructions: Include this section if applicable.

Provide information about the grant opportunity, and how it relates to the grant program. Clearly explain the purpose of the grant opportunity and the outcomes required to achieve the grant opportunity's intended objectives. Outline the specific objectives and outcomes that are particular to this grant opportunity.

Outcomes should be concise, unambiguous and measurable and clearly link to the grant program objectives and outcomes set by the Government and detailed in section 2 above. Include key performance indicators.

Clearly state any priorities, for example, specific attributes such as industry sector, regions or business type (for example, university or not for profit organisations) that are key to the grant opportunity.

Ensure the grant opportunity has a unique name, which is used consistently.

Where there is only one grant opportunity in the program, this information should be included in Section 2 above and this section deleted.

¹ https://www.finance.gov.au/sites/default/files/commonwealth-grants-rules-and-guidelines.pdf

[If applicable] This grant opportunity was announced as part of the [enter relevant program/measure or strategy].

[If applicable, include any relevant information on the grant opportunity]

The objectives of the grant opportunity are:

- [objective 1]
- [objective 2].

The intended outcomes of the grant opportunity are:

- [outcome 1]
- [outcome 2].

Grant amount and grant period

Template instructions: This section should clearly outline the grant funding available through the program and if applicable the opportunity. Provide information on:

- the value of the total grant program and the funding available for this grant opportunity
- the minimum or maximum amount provided per grant, or
- the pre-determined amount or applicable formula per grant that applies.

If relevant and necessary, provide a table with the separate available grant amounts available for specific purposes.

Provide sufficient information for applicants to understand what applications may or may not be considered, to reduce the number of ineligible applications that are submitted or have little chance of success.

If the grant applications are assessed for eligibility and awarded in order of receipt, and there is a possibility that the grant funds will be exhausted prior to the final date for application receipts, outline the processes that will apply to alert potential applicants that the grant funds are almost fully committed and their application may not be successful.

The Australian Government has announced a total of \$[XXX] over [XXX] years for the [name of program]. A total of \$[XXX] over [XXX] years is available for this grant opportunity, starting in [month and year].

[If applicable] \$[XXX] per grant is available for this grant opportunity.

[or] The formula used to calculate the grant amount is [insert relevant formula].

[or] [insert text to describe how the grant amount will be calculated based on eligibility.]

This grant opportunity will open on [insert date] and close on [insert date].

[Insert any relevant details]

4. Eligibility criteria

Template instructions: Include all information on any eligibility criteria that must be met for a grant application to be considered.

We cannot consider your application if it does not satisfy all the eligibility criteria.

[If applicable] We cannot provide a grant if you receive funding from another government source for the same purpose.

4.1 Who is eligible to apply for a grant?

Template instructions: List the types of organisations and/or individuals that are eligible to receive a grant. If the applicant is only eligible due to their physical location or the nature of the organisation (e.g. an accredited aged care home or university), or must meet any other conditions, this information should be included.

Demand- driven programs may state a list of eligible applicants by circumstance or by role/title. The eligibility criteria should be easily understood and enable the applicant to know if they are, or are not, eligible. For example, if applicants are persons who have suffered loss through a natural disaster, provide sufficient detail through comprehensive and clear eligibility criteria to allow the potential applicant to determine if they are in the relevant declared disaster area and that the loss they have suffered fits within the program's purpose.

Including a list of all legal entities that are eligible to apply may help potential applicants and reduce the number of inquiries about eligibility.

Some examples are provided. Add or delete as appropriate.

To be eligible you must:

- have an Australian Business Number (ABN)
- be registered for the purposes of GST
- · be a permanent resident of Australia
- · have an account with an Australian financial institution
- be located in [State/Territory/region]
- be one of the following entity types:
 - a company incorporated in Australia
 - a company incorporated by guarantee
 - an incorporated trustee on behalf of a trust
 - an incorporated association
 - a partnership

- a joint application²
- a registered charity or not-for-profit organisation
- a publicly funded research organisation as defined in the Glossary [add terms to Glossary]
- an individual
- an Australian local government body
- an Australian State/Territory government body
- an Aboriginal and/or Torres Strait Islander Corporation registered under the Corporations (Aboriginal and /or Torres Strait Islander) Act 2006; or

[insert details of the specific eligibility criteria which will determine grant receipt – ie regional location, loss suffered due to a particular type of event, etc].

[or] [If applicable, delete any irrelevant dot points and include this section]

Applications will only be accepted from:

- [insert name of eligible applicant type (e.g. Primary Health Networks]
- [insert name of eligible applicant type (e.g. an Aboriginal and Torres Strait Islander Corporation registered under the Corporations (Aboriginal and Torres Strait Islander) Act 2006]
- [insert name of eligible applicant type (e.g. a business employing less than 15 employees].

4.2 Who is not eligible to apply for a grant?

Template instructions: This section is optional. Use this section if there are particular types of organisations and/or individuals who are ineligible to apply for a grant and Section 4.1 does not exclude them sufficiently. Delete or add from the examples below.

[If applicable] You are not eligible to apply if you are:

- a Commonwealth, state, territory or local government agency or body (including government business enterprises)
- an individual
- · unincorporated association
- overseas resident
- any organisation not included in section 4.1
- [insert any other relevant details]

² The Australian Government recognises that some organisations may seek to form consortia in order to apply for a grant under the Program. Consortia are eligible to apply and the relevant conditions applicable to consortia are at 7.6 'Grant Applications from Consortia'

4.3 What qualifications or skills are required?

Template instructions: This section is optional. Use this section if the organisation or persons involved in the grant activity are required to have specific qualifications, skills, accreditation, registration, or checks.

Some examples are provided. Add or delete as required.

Where we ask applicants to declare compliance with regulations (in Section 10.2), this should be listed here.

[If applicable] If you are successful, [all/relevant] personnel working on the grant activity must maintain the following [qualifications/skills/accreditation/registration/checks]:

- Working with Vulnerable People registration
- Working with Children check
- Australian Skills Quality Authority accreditation
- [insert details of all requirements for personnel performing the proposed grant activity]

[If applicable] Your organisation must maintain the following [accreditation/registration]:

[insert relevant requirements].

5. What the grant money can be used for

5.1 Eligible grant activities

Template instructions: List all eligible grant activities that the grant can be used for, as well as any costs that may be paid with the grant, for example projects/services/tasks etc.

If the grant is for a specific type of eligible grant activity, include the relevant details here.

Wherever possible, include examples, particularly if there is any ambiguity regarding items on the list.

[If applicable] The grant is to be used for the following grant activities:

• [insert eligible grant activities such as projects/tasks/services]

[If applicable] Costs that the grant can be used for are:

[insert eligible costs]

[Insert any other relevant information]

5.2 Eligible locations

Template Instructions: This section is optional. Include a paragraph listing any location restrictions that apply to the grant program/opportunity. An example is below.

[Your grant can include activities at different locations, as long as they are all in Queensland]
[or]

[If applicable] Your [grant activities or project/services] must be delivered in the following locations:

- [list service area 1]
- [list service area 2]

5.3 Eligible expenditure

Template instructions: This section is optional, delete if not required.

You can only spend the grant on eligible expenditure you have incurred on eligible grant activities.

Eligible expenditure items are:

- [Eligible expenditure item 1 (ie capital costs, wages, utilities, etc)]
- [Eligible expenditure item 2]
- [Etc]

[or]

• For guidance on eligible expenditure, see Appendix A.

[If applicable] The [Program Delegate] makes the final decision on what is eligible expenditure and may give additional guidance on eligible expenditure if required.

[If applicable] You must incur the expenditure on your [grant activities or project/services] between the start date and end or completion date for your grant activity/grant agreement for it to be eligible.

[Include any other relevant information].

5.4 What the grant money cannot be used for

Template instructions: This section is optional, delete if not required.

List any ineligible activities, as well as any costs for which the grant cannot be used to pay. Wherever possible, include examples.

Ineligible activities may include: proposed granting activities outside of Australia; marketing campaigns by the applicant; activities that are already funded on an ongoing basis by other Australian, state or territory or local government programs or activities that commenced prior to the grant agreement being finalised, such as capital costs.

Add or delete as required, the following are examples only.

You cannot use the grant for the following activities:

- · purchase of land
- wages
- · major capital expenditure
- · the covering of retrospective costs
- · costs incurred in the preparation of a grant application or related documentation
- subsidy of general ongoing administration of an organisation such as electricity, phone and rent
- · major construction/capital works
- · overseas travel, and
- activities for which other Commonwealth, state, territory or local government bodies have primary responsibility.

[or]

[If applicable] Expenditure items that are not eligible are

- [Ineligible expenditure item 1
- Ineligible expenditure item 2

[or]

• For guidance on ineligible expenditure, see Appendix B.

6. How to apply

Template Instructions: Outline the application process. Include all the steps and links to important documentation and any forms the potential applicant must complete.

If an applicant may submit a proposal without using a provided application form, please provide information on this process.

State how many applications an applicant may submit.

Before applying, you must read and understand these guidelines, [and if applicable] the sample application form and the sample grant agreement.

These documents may be found at <u>GrantConnect</u>. Any alterations and addenda³ will be published on GrantConnect and by registering on this website you will be automatically notified of any changes. GrantConnect is the authoritative source for grants information.

To apply you must:

- [If applicable][complete the online [grant opportunity] application form on [insert website name and link] or [complete the attached application form]
- provide all the information requested
- · meet all eligibility criteria
- · include all necessary attachments
- [list any application restrictions specific to the program]
- submit your application/s to [insert details] by [insert the closing date and time].

You are responsible for ensuring that your application is complete and accurate. Giving false or misleading information is a serious offence under the <u>Criminal Code 1995</u> and we will investigate any false or misleading information and may exclude your application from further consideration.

If you find an error in your application after submitting it, you should call us immediately on [insert number/contact details]. [If applicable] We do not have to accept any additional information, nor requests from you to correct your application after the closing time.

[If applicable] You cannot change your application after the closing date and time.

If we find an error or information that is missing, we may ask for clarification or additional information from you that will not change the nature of your application.

You should keep a copy of your application and any supporting documents.

We will acknowledge that we have received your application [insert details/timeframe].

[If applicable] If you need further guidance around the application process or if you are unable to submit an application online contact us at [insert website name and link] or by calling [insert number].

6.1 Attachments to the application

Template instructions: This section is optional, delete if not required.

Include information about allowable attachments.

Only request attachments that will be used to help to determine the eligibility of an applicant. To reduce the burden and minimise red-tape, we should not seek information from potential applicants that is collected by other parts of the entity or other Commonwealth entities and which is available.

³ Alterations and addenda include but are not limited to: corrections to currently published documents, changes to close times for applications, Questions and Answers (Q&A) documents and Frequently Asked Questions (FAQ) documents

[If applicable] The following documents must be included with your application:

· [insert details].

[If applicable] You must attach supporting documentation to the application form in line with the instructions provided within the form. You should only attach requested documents. We will not consider information in attachments that we do not request.

6.2 Joint (consortia) applications

Template instructions: This section is optional, delete if not required. If joint applications are eligible, ensure this is noted consistently in both this section and the section on 'eligibility'. Clarify if partners in a joint application must meet all the eligibility criteria or only the lead applicant.

When asking for details of joint applicants and letters of support, evidence should be commensurate with the size and scale of the grant activities.

Ensure the requirement for evidence in these guidelines aligns with the application form.

[If applicable] We recognise that some organisations may want to join together as a group to deliver [a grant activity or project/services].

In these circumstances, you must appoint a 'lead organisation'. Only the lead organisation can submit the application form and enter into a grant agreement with the Commonwealth. The application must identify all other members of the proposed group [and include a letter of support from each of the partners]. Each letter of support should include:

- details of the partner organisation
- an overview of how the partner organisation will work with the lead organisation and any other partner organisations in the group to successfully complete the [grant activity or project/services].
- an outline of the relevant experience and/or expertise the partner organisation will bring to the group
- the roles/responsibilities of the partner organisation and the resources they will contribute (if any)
- · details of a nominated management level contact officer

You must have a formal arrangement in place with all parties.

6.3 Timing of grant opportunity

Template instructions: Provide information on the expected timeframes. Include all relevant information about application timing, including:

- · expected timing for assessment of eligibility
- expected timing for notification of outcome

• an indicative date that the grant is expected to take effect.

You must submit an application between the published opening and closing dates. We cannot accept late applications.

[or] We will only accept a late application where [give details and explain the circumstances under which a late application will be considered].

[or] You can submit an application at any time over the duration of the grant opportunity. The grant opportunity will run from [date] to [date].

[Include text/table detailing the likely timeframes for assessing applications, notifying unsuccessful grant applicants etc.].

6.4 Questions during the application process

Template instructions: Set out any processes for receiving or responding to questions during the application period.

If you have any questions during the application period, please contact [insert relevant contact details] or by calling [insert number].

The [relevant Commonwealth entity/Hub] will respond to emailed questions within [three] working days. [If applicable] [Answers to questions will be posted on <u>GrantConnect</u>].

7. The grant selection process

Template instructions: Provide information on how grant applications will be checked to ensure they meet the eligibility criteria, who will check eligibility and how that process will operate.

The *Public Governance, Performance and Accountability Act* (PGPA Act) and the CGRGs require all commitments of public resources to be efficient, effective, economical and ethical. For a grant, this includes assessing the merits of the application relative to the grant guidelines and the prime consideration of achieving value with relevant money.

Your application will be considered through a demand driven grant process.

We will check your application to ensure it meets the eligibility criteria [If applicable] [and in order of application receipt].

Your application will be assessed for eligibility by [insert details].

If the selection process identifies unintentional errors in your application, you may be contacted to correct or explain the information.

[If applicable] Eligible applications will be considered to be successful provided sufficient grant funding is available.

7.1 Who will approve grants?

Template Instructions: Clearly outline who will be the decision maker, for example, the relevant Minister or a program delegate. If the decision maker is a delegate, include their title, for example, Assistant Secretary of XXX Branch.

The [insert decision maker details] decides which grants to approve taking into account the availability of grant funds for the purposes of the grant program.

The [decision maker]'s decision is final in all matters, including:

- the approval of the grant
- the grant amount to be awarded
- [If applicable] [the terms and conditions of the grant].

[If applicable] There is no appeal mechanism for decisions to approve or not approve a grant.

8. Notification of application outcomes

We will advise you of the outcome of your application in writing. If you are successful, we will advise you of any specific conditions attached to the grant.

9. Successful grant applications

Template instructions: This section is optional, delete if not required.

Include any further information on the requirements that a grantee will need to comply with that have not already been provided. This information might be in a summary form or detailed, depending on the particulars of the grant opportunity. Requirements might include:

- collecting and supplying data
- submitting reports and/or acquittals
- participating in an evaluation

[If applicable] If you are successful, you will receive a letter from [insert details]. This letter will confirm you have met the requirement for a grant. It will also set out:

- [If applicable] how to provide invoices for payment of rebates etc.]
- [insert details of any likely reporting and acquittal requirements etc.]
- [insert any other relevant information]

9.1 The grant agreement

Template instructions: This section is optional, delete if not required.

Demand driven grants often do not require grant agreements. Include any further information on the requirements that a grantee will need to comply with that have not already been provided.

[If applicable] You must enter into a legally binding grant agreement with the Commonwealth. [We use the [exchange of letters/letter of agreement/simple/standard/] grant agreement in this program.] Each agreement has standard terms and conditions that cannot be changed. Sample grant agreements are available on [GrantConnect]. [A sample grant agreement is available on [insert website name and link]. [We will use a schedule to outline the specific grant requirements].

[If applicable] Where a grantee fails to meet the obligations of the grant agreement, the relevant Commonwealth entity may [insert details].

[If applicable] You should not make financial commitments [until a grant agreement has been executed by the Commonwealth] or [insert other details].

[insert any other relevant details]

9.2 Specific legislation, policies and industry standards.

Template instructions: This section is optional, delete if not required.

It is not necessary to restate requirements that already exist in law. This section should be used where grantees will be required to demonstrate or declare that they comply with specific requirements for example, an industry standard, the <u>Building Code</u> or <u>Work, Health and Safety</u>.

If compliance with specific legislation, policies such as child protection or multicultural access and equity policies, or industry standards are to be used to determine a potential grant applicant's eligibility, this should be outlined in section 4.

[If applicable] Whilst you are required to be compliant with all relevant laws and regulations, you [may/will] be requested to demonstrate compliance with the following legislation/policies/industry standards:

[list requirements]

9.3 How we pay the grant

Template Instructions: Include information on the basis on which the grant will be paid, including if relevant: frequency; milestone or reporting obligations prior to payment; any

documentation requirements, such as an invoice, prior to payment; any final payment amount following final acquittal.

The grant will be paid:

· [insert the relevant details]

9.3 Grant Payments and GST

[If applicable] 'Payments will be GST Inclusive'. [If applicable] If you are registered for the Goods and Services Tax (GST), where applicable, we will add GST to your grant payment and issue you with a Recipient Created Tax Invoice.

Grants are assessable income for taxation purposes, unless exempted by a taxation law. We recommend you seek independent professional advice on your taxation obligations or seek assistance from the <u>Australian Taxation Office</u>. We do not provide advice on your particular taxation circumstances.

Announcement of grants

Template instructions: Change as required. Document any circumstances where information on grants awarded may not be provided, consistent with the CGRGs and reference the decision maker. For example, decisions to report grants to individuals in an aggregated summary format to address privacy concerns.

If successful, your grant will be listed on the <u>GrantConnect</u> website within 21 days after the date of effect⁵ as required by section 5.3 of the *CGRGs*.

[or] [insert details on what information will or will not be published and the reasons for this decision.]

11. How we monitor your grant activity

Template instructions: This section is optional, delete if not required. Clearly outline the responsibilities of the grantee, the Commonwealth entity and any other relevant parties. Insert a summary of any likely requirements that the grantee will need to comply with.

This section may be very brief for grants established using a letter of agreement.

Only request information or impose requirements that will be used to facilitate the administration of grant payments and maintain accountability, as well as monitor and evaluate the grant. Requesting gratuitous information creates red tape for grantees.

⁴ https://www.ato.gov.au/

⁵ See glossary

The suggested dot points below are optional, please change and delete as required.

[If applicable] You must submit reports in line with the timeframes in the grant agreement. We will provide sample templates for these reports in the grant agreement. [If applicable] We will expect you to report on:

- progress against agreed grant activity/project milestones and outcomes
- contributions of participants directly related to the grant
- expenditure of grant.
- [insert any further details]

You will [also] be responsible for:

[insert any further details]

11.1 Evaluation

Template instructions: The PGPA Act and the CGRGs require appropriate performance and evaluation mechanisms to be developed as part of any government financial activity. If successful, applicants are required to provide information following acquittal to assist in the evaluation, this information and the relevant details should be provided in this section. Provide examples of the types of additional information that would be sought.

We will evaluate the grant [program][opportunity] to measure how well the outcomes and objectives have been achieved. We may use information from your application and reports for this purpose. We may also interview you, or ask you for more information to help us understand how the grant impacted you and to evaluate how effective the program was in achieving its outcomes.

[If applicable] We may contact you up to [one] year after you finish your grant for more information to assist with this evaluation.

11.2 Acknowledgement

Template instructions: This section is optional, delete if not relevant.

The program logo should be used on all materials related to grants under the program. Whenever the logo is used, the publication must also acknowledge the Commonwealth as follows:

'[program name] - an Australian Government initiative'.

[or] If you make a public statement about a [grant activity or project/services] funded under the program, we require you to acknowledge the grant by using the following:

'This [name of grant activity or project/services] received grant funding from the Australian Government.'

12. Probity

The Australian Government will make sure that the grant opportunity process is fair, according to the published guidelines, incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct and is consistent with the CGRGs.

[If applicable] These guidelines may be changed from time-to-time by [insert relevant Commonwealth entity's name]. When this happens the revised guidelines will be published on GrantConnect.

12.1 Enquiries and feedback

The [relevant Commonwealth entity's] [insert Complaints Procedures NAME and URL] apply to complaints about this grant opportunity. All complaints about a grant process must be provided in writing.

Any questions you have about grant decisions for this grant opportunity should be sent to [insert relevant email address].

If you do not agree with the way the [relevant Commonwealth entity] has handled your complaint, you may complain to the <u>Commonwealth Ombudsman</u>. The Ombudsman will not usually look into a complaint unless the matter has first been raised directly with the [relevant Commonwealth entity].

The Commonwealth Ombudsman can be contacted on:

Phone (Toll free): 1300 362 072

Email: ombudsman@ombudsman.gov.au Website: www.ombudsman.gov.au

12.2 Conflicts of interest

Any conflicts of interest could affect the performance of the grant opportunity or program. There may be a conflict of interest, or perceived conflict of interest, if [relevant Commonwealth entity's] staff, any member of a committee or advisor and/or you or any of your personnel:

- has a professional, commercial or personal relationship with a party who is able to influence the application selection process, such as an Australian Government officer [or member of an external panel]
- has a relationship with or interest in, an organisation, which is likely to interfere with or restrict the applicants from carrying out the proposed activities fairly and independently or
- has a relationship with, or interest in, an organisation from which they will receive personal
 gain because the organisation receives a grant under the grant program/grant opportunity.

You will be asked to declare, as part of your application, any perceived or existing conflicts of interests or that, to the best of your knowledge, there is no conflict of interest.

If you later identify an actual, apparent, or perceived conflict of interest, you must inform the [relevant Commonwealth entity] in writing immediately.

Conflicts of interest for Australian Government staff will be handled as set out in the Australian Public Service Code of Conduct (Section 13 (7)) of the *Public Service Act 1999*. Committee members and other officials including the decision maker must also declare any conflicts of interest.

We publish our conflict of interest policy on the [relevant Commonwealth entity] website [insert link].

12.3 Privacy

We treat your personal information according to the <u>Privacy Act 1988</u> and the <u>Australian Privacy Principles</u>. This includes letting you know:

- · what personal information we collect
- why we collect your personal information
- who we give your personal information to.

Your personal information can only be disclosed to someone for the primary purpose for which it was collected, unless an exemption applies.

The Australian Government may also use and disclose information about grant applicants and grant recipients under this grant opportunity in any other Australian Government business or function. This includes disclosing grant information on GrantConnect as required for reporting purposes and giving information to the Australian Taxation Office for compliance purposes.

We may share the information you give us with other Commonwealth entities for purposes including government administration, research or service delivery, according to Australian laws.

As part of your application, you declare your ability to comply with the *Privacy Act 1988* and the Australian Privacy Principles and impose the same privacy obligations on officers, employees, agents and subcontractors that you engage to assist with the activity, in respect of personal information you collect, use, store, or disclose in connection with the activity. Accordingly, you must not do anything, which if done by the [relevant Commonwealth entity] would breach an Australian Privacy Principle as defined in the Act.

12.4 Confidential Information

Other than information available in the public domain, you agree not to disclose to any person, other than us, any confidential information relating to the grant application and/or agreement, without prior written approval. The obligation will not be breached where you are required by law, Parliament or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

We may at any time, require you to arrange for you; or your employees, agents or subcontractors to give a written undertaking relating to nondisclosure of our confidential information in a form we consider acceptable.

We will keep any information in connection with the grant agreement confidential to the extent that it meets all the three conditions below:

- 1. you clearly identify the information as confidential and explain why we should treat it as confidential
- 2. the information is commercially sensitive
- 3. revealing the information would cause unreasonable harm to you or someone else.

We will not be in breach of any confidentiality agreement if the information is disclosed to:

- the [committee] and other Commonwealth employees and contractors to help us manage the program effectively
- employees and contractors of our department so we can research, assess, monitor and analyse our programs and activities
- employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery
- other Commonwealth, State, Territory or local government agencies in program reports and consultations
- the Auditor-General, Ombudsman or Privacy Commissioner
- the responsible Minister or Parliamentary Secretary
- a House or a Committee of the Australian Parliament.

The grant agreement may also include any specific requirements about special categories of information collected, created or held under the grant agreement.

12.5 Freedom of information

All documents in the possession of the Australian Government, including those about this grant opportunity, are subject to the *Freedom of Information Act 1982* (FOI Act).

The purpose of the FOI Act is to give members of the public rights of access to information held by the Australian Government and its entities. Under the FOI Act, members of the public can seek access to documents held by the Australian Government. This right of access is limited only by the exceptions and exemptions necessary to protect essential public interests and private and business affairs of persons in respect of whom the information relates.

All Freedom of Information requests must be referred to the Freedom of Information Coordinator in writing.

By mail: Freedom of Information Coordinator

[Address details]

By email: [insert URL]

13. Consultation

Template instructions: Delete if not applicable.

Provide any relevant information relating to stakeholder consultation here, such as consultation undertaken to develop and/or design the grant program or grant opportunity or applicant information sessions.

14. Glossary

Template instructions:

The Glossary terms can be deleted or added in line with the requirements of your application template, although the content in the terms and their definitions cannot be changed and must remain consistent with the definitions in the CGRGs.

Term	Definition
accountable authority	see subsection 12(2) of the <u>Public Governance</u> , <u>Performance</u> and <u>Accountability Act 2013</u> (PGPA Act)
administering entity	when an entity that is not responsible for the policy, is responsible for the administration of part or all of the grant administration processes
assessment criteria	are the specified principles or standards, against which applications will be judged. These criteria are also used to assess the merits of proposals and, in the case of a competitive grant opportunity, to determine application rankings.
commencement date	the expected start date for the grant activity
completion date	the expected date that the grant activity must be completed and the grant spent by
co-sponsoring entity	when two or more entities are responsible for the policy and the appropriation for outcomes associated with it
date of effect	can be the date on which a grant agreement is signed or a specified starting date. Where there is no grant agreement, entities must publish information on individual grants as soon as practicable.
decision maker	the person who makes a decision to award a grant.
eligibility criteria	refer to the mandatory criteria which must be met to qualify for a grant. Assessment criteria may apply in addition to eligibility criteria.
Commonwealth entity	a Department of State, or a Parliamentary Department, or a listed entity or a body corporate established by a law of the Commonwealth. See subsections 10(1) and (2) of the PGPA Act.

Term	Definition
Commonwealth Grants Rules and Guidelines	establish the overarching Commonwealth grants policy framework and articulate the expectations for all non-corporate Commonwealth entities in relation to grants administration. Under this overarching framework, non-corporate Commonwealth entities undertake grants administration based on the mandatory requirements and key principles of grants administration.
grant	for the purposes of the CGRGs, a 'grant' is an arrangement for the provision of financial assistance by the Commonwealth or on behalf of the Commonwealth: a. under which relevant money ⁶ or other <u>Consolidated Revenue Fund</u> (CRF) money ⁷ is to be paid to a grantee other than the Commonwealth; and
	 b. which is intended to help address one or more of the Australian Government's policy outcomes while assisting the grantee achieve its objectives.
grant activity/activities	refers to the project /tasks /services that the grantee is required to undertake
grant agreement	sets out the relationship between the parties to the agreement, and specifies the details of the grant
GrantConnect	is the Australian Government's whole-of-government grants information system, which centralises the publication and reporting of Commonwealth grants in accordance with the CGRGs
grant opportunity	refers to the specific grant round or process where a Commonwealth grant is made available to potential grantees. Grant opportunities may be open or targeted, and will reflect the relevant grant selection process
grant program	a 'program' carries its natural meaning and is intended to cover a potentially wide range of related activities aimed at achieving government policy outcomes. A grant program is a group of one or more grant opportunities under a single [entity] Portfolio Budget Statement Program.
grantee	the individual/organisation which has been selected to receive a grant

Relevant money is defined in the PGPA Act. See section 8, Dictionary.
 Other CRF money is defined in the PGPA Act. See section 105, Rules in relation to other CRF money.

Term	Definition
PBS Program	described within the entity's Portfolio Budget Statement, PBS programs each link to a single outcome and provide transparency for funding decisions. These high level PBS programs often comprise a number of lower level, more publicly recognised programs, some of which will be Grant Programs. A PBS Program may have more than one Grant Program associated with it, and each of these may have one or more grant opportunities
selection criteria	comprise eligibility criteria and assessment criteria
selection process	the method used to select potential grantees. This process may involve comparative assessment of applications or the assessment of applications against the eligibility criteria and/or the assessment criteria
value with money	value with money in this document refers to 'value with relevant money' which is a judgement based on the grant proposal representing an efficient, effective, economical and ethical use of public resources and determined from a variety of considerations. When administering a grant opportunity, an official should consider the relevant financial and non-financial costs and benefits of each proposal including, but not limited to: • the quality of the project proposal and activities; • fitness for purpose of the proposal in contributing to government objectives; • that the absence of a grant is likely to prevent the grantee and government's outcomes being achieved; and • the potential grantee's relevant experience and performance history.

[Grant Opportunity Name] Guidelines

Commonwealth policy

entity:

[Commonwealth entity name]

Administering entity [Commonwealth entity name]

Enquiries: If you have any questions, please contact [officials name, title,

phone number, email, and other]

Questions should be sent no later than [dd mm yyyy

Date guidelines released: [dd mm yyyy]

Type of grant opportunity One off ad-hoc

Template instructions: Update this contents page once all the amendments to the grant guidelines have been completed. To do this, right click anywhere on the contents and select 'update field', then 'update entire table'. This field relies on the correct use of heading styles, which must be used consistently throughout the guidelines.

Contents

1.	About the grant	4
2.	Grant amount and grant period	5
3.	The grant selection process	5
3.1	Eligibility criteria	6
3.2	Eligible grant activities	6
3.3	Ineligible grant activities	7
3.4	Grant assessment	7
4.	Who will approve the grant?	8
5.	Notification of the grant	9
5.1	The grant agreement/Payment of the grant	10
5.2	Grant acquittal and reporting	10
6.	Announcement of the grant	11
7.	Grant evaluation	11

Template instructions: This template can only be used for one-off or ad hoc grants.

One-off or ad hoc grants generally do not involve planned selection processes, but are instead designed to meet a specific need, often due to an urgent matter or other circumstances. These grants are often not available to a range of applicants or on an ongoing basis.

In the first instance, consider whether there are opportunities to accommodate one-off or ad hoc grants within the structure of an existing grant program or grant opportunity with consistent policy objectives.

All grants require guidelines, however, grant guidelines for one off or ad hoc grants should be proportional to the grant and may not be as detailed as planned grant opportunities.

Grant opportunity guidelines for one-off or ad hoc grants can either be an overarching set of guidelines designed to cover similar one-off ad hoc grants such as scholarships, or they can be specific for a single purpose. One-off or ad hoc grant guidelines may be attached to briefing material for the decision maker. They can assist in providing sufficient information for the decision maker to determine that the grant is an efficient, effective, economical and ethical use of relevant money.

The grant opportunity guidelines at a minimum should include the purpose or description of the granting activity, the objectives, the selection process, any reporting and acquittal requirements and any evaluation mechanisms.

Grant opportunity guidelines for one-off or ad hoc grants are not required to be published on <u>GrantConnect</u>. However, all grants awarded, including one off or ad hoc grants, must be reported on GrantConnect.

To promote consistency across government **DO NOT** amend/delete/replace Level 1 headings.

When using this template, delete the shaded instruction boxes and use the text in square brackets to make it relevant to the one-off ad hoc grant. The text in square brackets has been drafted with a whole-of-government perspective, but can be amended as the circumstances of the one off ad hoc grant dictates.

Section and text prefaced with the words [if applicable] can be deleted if not relevant.

Grant guidelines should be clear, consistent, fit for purpose and align with the principles of the *Commonwealth Grants Rules and Guidelines*.

1. About the grant

Template instructions: All programs are either <u>Portfolio Budget Statement</u> (PBS) Programs or component programs of a PBS Program. Include the name of the PBS Program(s) that the one-off or ad hoc grant is part of. Grants awarded will be reported on GrantConnect and linked to the PBS program.

Provide a short description of the grant. The description can include information on:

- the purpose of the grant
- the scope and timeframes for the grant
- the Australian Government's policy objectives for the grant, including relevant targets, outcomes and deliverables
- key performance indicators and how they will be measured
- other relevant information.

If this grant relates to a Government announcement, this information should be referenced here.

The grant objective(s) are to be concise, unambiguous and measurable. They should clearly link to the policy outcomes of the Government and be consistent with the relevant Commonwealth entity's strategic plan. Deliverables/outputs/targets/goals contribute to the achievement of the overall program objective. These are often smaller 'building blocks' in the progress towards the high level outcome.

The purpose of the grant is to [insert details]. It contributes to the achievement of the [insert PBS program name or entity outcome name].

The objectives of the grant are:

- [objective 1
- [objective 2]

[If applicable] The intended outcomes of the grant are:

- [outcome 1]
- [outcome 2]

[If applicable] This grant will be administered by the [Business/Community Grants] Hub on behalf of the [relevant entity].

The grant is to be undertaken in accordance with the <u>Commonwealth Grants Rules and</u> <u>Guidelines (CGRGs)</u> ¹

2. Grant amount and grant period

Template instructions: This section should provide details on the value of the one off or ad hoc grant. Alternatively, this information can be included in Section 1 and this section deleted.

Note: where funding is available over two or more years, or to more than one applicant, the grant may not meet the definition of a one off or ad hoc grant, but rather may be a closed non-competitive grant. Closed non-competitive grants should use the [open competitive, targeted competitive; closed non-competitive] template.

Provide any relevant details on the term of the grant, for example, if there is an end or completion date for the grant.

[Insert details]

3. The grant selection process

Template instructions: The proposed grant must represent an efficient, effective, economical and ethical use of relevant money and be undertaken in an accountable and transparent manner.

This section should clearly state on what basis the grantee is selected and any processes that will apply.

If relevant, include any criteria that will be used to assess the eligibility of the proposed project or any criteria that will be used to assess value with relevant money. The assessment criteria and the grant opportunity objectives should be clearly linked.

If the potential grantee is to provide any documentation, a proposal, or is to complete an application, this should be outlined here.

Some examples are provided, add or delete as required.

This grant opportunity has been established as a one-off or ad hoc grant. The [Commonwealth Entity] considers that this is an appropriate type of selection process considering the nature of the grant is specifically dependent on [insert relevant details].

¹ https://www.finance.gov.au/sites/default/files/commonwealth-grants-rules-and-guidelines.pdf

[or] There is urgent need associated with the provision of services provided for [insert relevant details].

[or] The grant does not fall within an existing program of the [Commonwealth Entity], however, it will contribute to achieving [insert relevant details].

[If applicable] The [insert name of selected grantee] has been identified as the appropriate recipient because [insert details]

3.1 Eligibility criteria

Template instructions: This section is optional, delete if not required.

If developing overarching guidelines for one-off or ad hoc grants such as sponsorships, include information on any eligibility criteria that must be met for a grant to be considered.

[If applicable] If the potential grantee does not satisfy the eligibility criteria, it will not be considered.

[If applicable, include this section. Delete any irrelevant dot points.] To be eligible to receive a grant the potential grantee must:

- be a legal entity, able to enter into a legally binding agreement
- have an Australian Business Number
- be registered for the purposes of GST
- be a permanent resident of Australia
- · have an Australian bank account
- [insert details]

3.2 Eligible grant activities

Template instructions: List all eligible grant activities that the grant is to be used for, as well as any grant activity costs that may be paid for by the grant. Wherever possible, include examples, particularly if there is any ambiguity regarding items on the list.

To be eligible your [grant activity/project] must:

• [insert details]

Costs that the grant can be used for are:

[insert eligible costs]

3.3 Ineligible grant activities

Template instructions: List all ineligible grant activities that the grant is be used for, as well as any grant activity costs that cannot be paid for by the grant. Wherever possible, include examples, particularly if there is any ambiguity regarding items on the list.

The following are ineligible activities:

[insert details]

The grant cannot be used for the following costs:

[insert ineligible costs]

3.4 Grant assessment

Template instructions: whilst formal assessment criteria are optional, this section should clearly outline the basis on which a proposal will be assessed, and recommendations provided to the approver. Assessment criteria are additional to eligibility criteria.

This may take the form of assessment criteria. However, formal assessment criteria are optional.

Assessment criteria are the specified principles or standards against which applications or proposals will be judged.

Assessment criteria should:

- allow for consideration of value with relevant money in assessing the ability of the application to meet the desired objectives (a grant should add value by achieving something worthwhile that would not occur without the grant)
- be structured in a way that provides the assessor/s with objective guidance about how to assess any criteria.

The following are examples, add or delete as required.

[If applicable] The [proposal/application] is required to provide sufficient information to allow the following assessment criteria to be evaluated:

Criterion 1: [How will the grant contribute to the objectives of the grant program]

Criterion 2: [What is the need for the particular grant in the particular location/demographic or how does the proposed grant address a specific need]?

Criterion 3: [What is the capability and capacity of the applicant to undertake the grant?

[If applicable] The potential grantee is required to provide:

- audited financial statements for the two most recent consecutive [financial years/reporting periods], including balance sheets, profit and loss statements, cash flow statements and notes to the accounts
- evidence of successful contract fulfilment for other public funding bodies
- evidence of capacity to comply with relevant laws
- details of relevant organisational staff and previous experience/capacity with the management of projects of a similar size and nature to the proposal
- confirmation of current licences (where these are appropriate)
- [list any other supporting documents that may be requested]

Template instructions: Where an application or other documentation is requested and reviewed, outline who will assess this documentation and any other processes if applicable.

Delete as appropriate.

[If applicable] The [proposal/application] will be assessed by [insert who will assess the proposal/application].

[If applicable] The assessment of the [proposal/application] will consider:

- that the proposal represents value with money
- [If applicable] that the proposal/project can be delivered on time and to budget (as identified in supporting documents)
- [If applicable] that the proposal/project has been appropriately costed (the level and detail of the costing should be commensurate with the value of the project)
- [If applicable] that the level of risk associated with the proposal/project and its implementation is manageable and/or acceptable and it is acknowledged that risk may stem from a number of sources, such as new technology, the scale and/or complexity of the proposal/project
- [If applicable] that required approvals are in place, applied for, or otherwise expected to be received in the necessary timeframe to complete the proposal/project.

4. Who will approve the grant?

Template instructions: Clearly outline who will be the decision maker, for example, the relevant Minister or a program delegate. If the decision maker is a delegate, include their title, for example, Assistant Secretary of XX Branch.

The [insert decision makers details] will make the final decision to approve a grant.

The [decision maker]'s decision is final in all matters, including:

- the approval of the grant
- the grant amount to be awarded
- [If applicable] the terms and conditions of the grant.

5. Notification of the grant

Template instructions: In the case of an overarching set of one off or ad hoc guidelines being developed for activities such as sponsorships or when the guidelines have been forwarded to a potential grant recipient requesting a grant proposal, this section should outline how successful grantees will be notified.

Information on the requirements that a grant recipient will need to comply with should be included here. If the grantee is required to enter into a grant agreement with the Commonwealth, this can be outlined here, along with the type of agreement, for example, the simple, standard, or letter of agreement.

If a grant agreement is not required, outline the process and any requirements needed for the payment of the grant.

Include information on any additional requirements. This information might be in a summary form or detailed, depending on the particulars of the grant. Requirements might include:

specific service standards, targets, milestones or timelines

collecting and supplying data

submitting reports and/or acquittals

participating in an evaluation

facilitating site visits by the Commonwealth.

In determining which grant agreement is the most appropriate, you should consider a range of factors such as value, duration of grant, experience of the grantee etc. Monetary thresholds should **NOT** be the primary determinant of the type of agreement used.

[If applicable] We will advise you of the outcome [in writing], following a decision by the [insert details of who will be the decision maker]. We will advise you of any specific conditions attached to the grant.

5.1 The grant agreement/Payment of the grant

[If applicable] You must enter into a legally binding grant agreement with the Commonwealth. [We use the [simple/standard/exchange of letters/letter of agreement] grant agreement. Each agreement has general terms and conditions that cannot be changed. [We will use a schedule to outline the specific grant requirements].

[If applicable] We must execute a grant agreement with you before we can make any payments. [We are not responsible for any of your expenditure until a grant agreement is executed. If you choose to start your [grant activity][project] before you have an executed grant agreement, you do so at your own risk.] [You must not start your grant activity until a grant agreement is executed.]

[If applicable] Your grant agreement may have specific conditions determined by the assessment process or other considerations made by the [Program Delegate or Minister]. We will identify these in the agreement.

The Commonwealth may recover grant funds if there is a breach of the grant agreement.

[If applicable] The grant agreement will state the [add or delete as required]:

- maximum grant amount to be paid
- proportion of eligible expenditure covered by the grant
- any financial contributions you must make
- any in-kind contributions you will make
- any financial contribution provided by a third party
- [any other requirements]

5.2 Grant acquittal and reporting

Template instructions: Clearly outline the responsibilities of the grantee, the entity and any other relevant parties. A summary of any likely requirements that the grant recipient will need to comply with, should be inserted here.

Only request information or impose requirements that will be used to facilitate the administration of grant payments and maintain accountability, as well as monitor and evaluate the grant.

Apply the proportionality principles when determining the reporting and acquittal requirements for grants and have regard to information collected by Australian Government regulators that is available. Determine the volume, detail and frequency of reporting requirements, proportional to the risk involved and policy outcomes being sought.

Alter and delete the suggested dot points below as required.

[If applicable] The grantee must submit reports in line with the timeframes in the grant agreement. Sample templates are provided for these reports in the grant agreement. Reports will include:

- progress against agreed project milestones
- contributions of participants directly related to the grant activity
- eligible expenditure of grant monies.
- [insert details]

The grantee will [also] be responsible for:

- [insert details]
- meeting the terms and conditions of the grant agreement and managing the grant activity efficiently and effectively
- complying with record keeping, reporting and acquittal requirements as set out in the grant agreement
- participating in a grant program evaluation as specified in the grant agreement.

6. Announcement of the grant

Template instructions: Change as required. Document any circumstances where information on grants awarded may not be provided, consistent with the CGRGs and reference the decision maker.

Your grant will be listed on the <u>GrantConnect</u> website, 21 days after the date of effect as required by Section 5.3 of the CGRGs.

7. Grant evaluation

Template instructions: The <u>Public Governance, Performance Accountability Act</u> 2013 and the CGRGs require appropriate performance and evaluation mechanisms to be developed as part of any government financial activity. If successful applicants are required to provide information following acquittal to assist in the evaluation, this information and the relevant details should be provided in this section.

The [relevant Commonwealth entity] will evaluate this grant to measure how well the outcomes and objectives have been achieved.

[If applicable] Your grant agreement requires you to provide information to help with this evaluation.

[Insert Commonwealth Entity Logo]

Commonwealth Simple Grant Agreement

between the Commonwealth of Australia represented by

(insert Commonwealth entity)

and

(<mark>insert Grantee</mark>)

Commonwealth Simple Grant Agreement

Drafting Instructions

Instructions to assist you to complete this Agreement are in black text on a grey background. Where you need to insert details or choose whether to include the relevant text the text is highlighted in yellow. Standard model clauses are in black text and are not highlighted. Don't forget to delete any options you do not use. Delete this box and all drafting notes and all yellow highlighting before providing this Agreement to the Grantee.

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.

You should enter the specific details of each particular Grant, such as the purpose of the Grant, the Parties involved, and the details of the Activity to be undertaken, in the **Grant Details**. The Grant Details also include any Supplementary Terms that apply to the Activity, such as specific legislative requirements or industry standards for each Grant.

You can include terms, in addition to those contained in the Commonwealth General Grant Conditions, in the **Supplementary Terms**. You can only include Supplementary Terms that are provided in the template. You should consider the scope and subject matter of a particular Grant when deciding whether or not to include a particular Supplementary Term.

Representatives of the Commonwealth of Australia and the Grantee must sign the Agreement on the signatures page.

Multiple Grant Agreements

It is possible for more than one Grant to be covered by one Agreement. This is achieved by completing a separate Grant Details for each Grant - and including in Item A of the Grant Details for each Grant, a reference to the main Agreement. When entering into a Grant with a Grantee for the first time, or where a new Grant is to be a standalone agreement, the Grant Agreement section should be completed to create the new Agreement. When providing a subsequent Grant to a Grantee that is to form part of an existing Agreement, complete a new Grant Details section but delete the Grant Agreement section - the information in the existing Agreement will apply.

Further guidance on issues to consider when deciding whether to enter into a 'new' Agreement for a subsequent Grant or whether to add it to an existing Agreement can be found on the Finance website.

The **Commonwealth General Grant Conditions** (CGGCs) at Schedule 1 define the standard general rights and obligations, and contain definitions, that apply to the entire Agreement. These conditions cannot be changed. However, any Supplementary Terms included in the Grant Details will take priority over the CGGCs in the event of inconsistency. Note that any Supplementary Terms included in the Grant Details will only apply to the specific Grant covered by the Grant Details. Where a subsequent Grant is being provided under an existing Agreement, when completing the Grant Details for the Grant you will need to consider again whether any of the Supplementary Terms should apply to that Grant and include or delete as appropriate.

Commonwealth Simple Grant Agreement

Contents Drafting Instructions
Grant Agreement [insert reference number/name/project]
Parties to this Agreement
The Grantee
The Commonwealth5
Background5
Scope of this Agreement
Grant Details [insert reference number/name/project]
A. Purpose of the Grant
B. Activity
C. Duration of the Grant
D. Payment of the Grant8
E. Reporting9
F. Party representatives and address for notices9
Grantee's representative and address9
Commonwealth representative and address
G. Supplementary Terms
G1. Other Contributions
G2. Activity budget
G3. Record keeping
G4. Audit and acquittal12
G5. Activity Material13
G6. Access
G7. Equipment and Assets
G8. Relevant qualifications, skills or checks
G8A. Child Safety
G9. Activity specific legislation, policies and industry standards
G9A. Fraud
G10. Commonwealth Material, facilities and assistance
G11. Jurisdiction
G12. Grantee trustee of a Trust

Commonwealth Simple Grant Agreement

Signatures20
Commonwealth of Australia:
Grantee:
Commonwealth General Grant ConditionsSchedule 1

Grant Agreement [insert reference number/name/project]

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 of Australia (the Commonwealth) and the Grantee.

Parties to this Agreement

[You should provide details of both the Grantee and your entity, which represents the Commonwealth. Not all the information will be necessary for every Grantee or every Agreement. However, enough information must be included to properly identify the Grantee including their full legal name. If the Grantee is a trustee of a Trust, you should ensure that you include both the full legal name of the Grantee, and the full name of the Trust. In this situation, check that the ABN that is included is the ABN that relates to the Trust (rather than the trustee itself).]

The Grantee

Full legal name of Grantee	[insert details]
Legal entity type (e.g. individual, incorporated	[insert details]
association, company, partnership etc)	
Trading or business name	[insert details]
Any relevant licence, registration or provider	[insert details]
number	
Australian Company Number (ACN) or other	[insert details]
entity identifiers	
Australian Business Number (ABN)	[insert details]
Registered for Goods and Services Tax (GST)?	[insert details]
Date from which GST registration was effective?	[insert details]
Registered office (physical/postal)	[insert details]
Relevant business place (if different)	[insert details]
Telephone	[insert details]
Fax	[insert details]
Email	[insert details]

The Commonwealth

The Commonwealth of Australia represented by [full entity name]

[address]

ABN [insert entity ABN]

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 each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the Commonwealth 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 [insert reference number/name/project]

[When completed, the Grant Details should contain all the information necessary for the completion of the Activity for which the Grant was provided, including any reports necessary for evaluation of the Grant.]

A. Purpose of the Grant

[You should clearly set out the outcomes or operational objectives of the Grant. This should be a brief summary of the aims/objectives of the Grant and not the specific details of the Activity (which should appear at Item B). The purpose of the Grant should be consistent with any guidelines issued by the Entity relating to the grant opportunity or program. Details of any grant opportunity or program the Grant belongs to should also be included where relevant. If this Grant is being provided under an existing Agreement with the Grantee, details of that Agreement should be included here – as noted above, in this situation you should delete the Grant Agreement section.]

The purpose of the Grant is to [insert details of activity aims or objectives].

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee dated [insert date] [insert reference number/name].

The Grant is being provided as part of the [insert details of the grant opportunity or program].

B. Activity

[You should include a detailed description of the Activity linked to relevant key performance indicators. If appropriate, this can be structured using 'milestones' or 'stages' - particularly if the Grant is to be paid in instalments or where the Grantee will be required to provide any reporting of the Activity (whether performance or financial). The details of any reports required as part of the Activity should be included at Item E below. If appropriate, you should include details of anything that is <u>not</u> part of the Activity and therefore not able to be covered by the expenditure of the Grant.]

[insert details]

C. Duration of the Grant

[You should specify the anticipated Activity start date and Activity Completion Date. Make sure you leave enough time between the Activity Completion Date and the Agreement End Date to allow for the submission and acceptance of any reporting required under Items B and E.]

The Activity starts on [insert date/event] and ends on [insert date/event], which is the Activity Completion Date.

The Agreement ends on [insert date/event or state 'when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement'], which is the Agreement End Date.

[The following schedule provides an example of how you might specify the timing of specific events. Milestones should be clearly linked with the description of the Activity in item 'B. Activity' above and/or any reporting requirements in item 'E. Reporting' below.]

A	ctivity Schedule
Milestone	Due Date

[insert event]	[insert date]
[insert event]	[insert date]
[insert event]	[insert date]

D. Payment of the Grant

[You should describe the amount of the Grant, whether or not GST is payable on the Grant, the nominated bank account for the Grant payment(s), and timing of payment(s). If you do not include the Grantee's nominated bank account details below, you will need to ensure that you have a process for obtaining and confirming the details of the bank account into which the Grant is to be paid. You may wish to specify whether interest can or cannot be earned on the Grant. If you specify that interest can be earned, you should also consider whether to include the optional text at the definition of 'Grant' at CGGC21 that the Grant includes interest earned by the Grantee on the money. As noted in item 'C. Duration of the Grant' above, if the Grant is going to be paid in instalments, these should be linked to the milestones or stages used in the description of the Activity.]

The total amount of the Grant is [insert amount] (GST [incl/excl]).

GST [is/ is not] payable on the Grant.

[Interest [can/ cannot] be earned on the Grant.]

The Grantee must ensure that the Grant is 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) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is [insert bank account details/ to be advised].

[The following payment schedule provides an example of how you might specify the timing of payments. Milestones should be clearly linked with the description of the Activity in item 'B. Activity' above.]

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

[insert any additional details]

Milestone	Anticipated date	Amount	GST	Total Total
		(excl. GST)		(incl. GST)
[insert relevant	[insert date]	\$[insert amount]	\$[insert amount]	<pre>\$[insert amount]</pre>
event e.g. on				
<mark>signature of</mark>				
<mark>agreement or</mark>				
acceptance of				
progress report]				
Total Amount		\$[insert amount]	\$[insert amount]	\$[insert amount]

[If relevant, you should include your invoicing requirements. Where the Grant is subject to GST, you must ensure that you include all requirements for the invoice to be a 'tax invoice' for the purposes of relevant GST legislation. Where your Entity will be issuing Recipient Created Tax Invoices, this should be detailed here.]

Invoicing

Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must:

[insert invoicing details]

[OR]

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes it relation to the Activity.

[insert administrative details around RCTIs, for instance, when and how an RCTI will be issued and what the Grantee is required to do. For instance: "The Commonwealth will issue the Grantee with an RCTI when a payment is due in accordance with the payment milestone table" or "The Commonwealth will issue the Grantee with an RCTI at the end of each quarter. The Grantee must verify the contents, sign the invoice, and return it to the Commonwealth before a payment will be made."

E. Reporting

[In this section you should clearly establish any reporting requirements that form part of the Activity. You should include a description of what should be included in the report, details of any particular certification or 'sign-off' (e.g. signed by the chief executive officer, an auditor etc) and the date by which the report is to be provided. The default position under the General Grant Conditions is that acquittals require a signed statement by the Grantee. You should indicate who is required to sign the statement here if there is a requirement for a particular individual to do so. If independently audited financial reports are required, you should indicate it here and you must include Supplementary Term 'G4. Audit and Acquittal' in the Supplementary Terms.

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

[insert details of reports required (e.g. milestone or progress reports, financial reports or data that directly contributes to the monitoring and evaluation of the Activity and the Grantee's performance)]

F. Party representatives and address for notices

[In this section you should include the name and/or position and contact details of the representatives of the Parties. The 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. The representatives may or may not be the signatories to the Agreement.]

Grantee's representative and address

[Name]	[insert details]
[Position]	[insert details]
Postal/physical address(es)	[insert details]

Business hours telephone	[insert details]
Mobile	[insert details]
Fax	[insert details]
E-mail	[insert details]
[Alternative contact]	[insert details]

Commonwealth representative and address

[Name]	[insert details]
[Position]	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
Mobile	[insert details]
Fax	[insert details]
E-mail	[insert details]
[Alternative contact]	[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

[You should only include Supplementary Terms which are necessary to the transparency and accountability requirements of the Commonwealth and the effective completion of the Activity. A list of Supplementary Terms dealing with some of the more common issues is set out below. You cannot add to or amend the Supplementary Terms, except where you are asked to insert details. Supplementary Terms which are not used should be deleted and the words "Not Applicable" included under the Supplementary Term heading. If you are incorporating a large number of Supplementary Terms, you should carefully consider whether the Grant is low-risk.]

G1. Other Contributions

[The following Supplementary Term should be included where your decision to provide the Grant is in part due to the Grantee or a third party (e.g. a State government agency) providing financial or in-kind contributions to support the conduct of the Activity. Where the Grant is contingent on Other Contributions you may wish to include an associated reporting requirement as part of Item E in the Grant Details. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

G1.1 'Other Contributions' means the financial or in-kind contributions other than the Grant set out below:

[insert details]

[The following table provides an example of how you might specify Other Contributions to the Activity.]

Contributor	Nature of Contribution	Amount (GST [incl/excl])	Timing
[insert Grantee or name of third party providing the Other Contribution]	[insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc]	\$[insert amount]	[insert date or Milestone to which the Other Contribution relates
		\$	

- 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

[Where a budget has been agreed as a component of the Agreement it should be included below. The budget would form the basis against which the Grantee would acquit the Grant at the Activity Completion Date. The budget should include any 'Other Contributions' - see above. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

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

[insert details]

[The following table provides an example of how you might specify the expenditure of the Grant within a budget.]

Expenditure	Description	Grant	Other	Other	Total Cost
<mark>ltem</mark>		Contributions	Contributions –	Contributions -	(GST
		(GST [incl/excl])	Grantee	Third Parties	<pre>[incl/excl])</pre>
			(GST [incl/excl])	(GST <mark>[incl/excl]</mark>)	
[insert	[insert	[insert amount	[insert amount of	[insert amount of	[insert total
reference]	description of	<mark>of Grant</mark>	Grantees own	other sources of	<mark>amount</mark>
	<mark>the</mark>	contributed to	funds contributed	<mark>funding</mark>	cost of the
	expenditure	this budget	to this budget	contributed to this	<mark>budget</mark>
	<mark>item]</mark>	<mark>item]</mark>	<mark>item]</mark>	budget item]	<mark>item]</mark>

G3. Record keeping

[You should clearly establish any additional record keeping requirements. Be sure to specify any requirement to retain records after the Activity Completion Date. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

- G3. 1 The Grantee agrees to maintain the following records:
 - (a) 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
 - (c) [insert other requirements]
- G3.2 The Grantee agrees to maintain the records for five years after the Activity 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 and acquittal

[Option 1 provides for a simple financial statement or statements that should be consistent with details of reports required at item 'E. Reporting' of the Grant Details. You should include Option 2 if you have included the requirement to have an independently audited financial acquittal report at item E. You should only include a reference to any Other Contributions if the Grantee is required to account for Other Contributions. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR - Option 1]

G4.1 Within one month after the Activity Completion Date, the Grantee agrees to provide [a] financial statement[s] in relation to the income and expenses relating to the Grant [and any Other Contributions (G1.1)], signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

[OR - Option 2]

- G4.1 The Grantee agrees to provide the Commonwealth with independently audited financial acquittal reports in relation to the income and expenses relating to the Grant [and any Other Contributions (G1.1)] 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 National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

G5. Activity Material

[Intellectual Property Rights created under this Agreement should belong to the Grantee and the Commonwealth is licensed with regard to the content of the reports in item 'E. Reporting' (see General Grant Condition 12). You should carefully consider if the Commonwealth is likely to want a licence over any Activity Material created under the Agreement and, if so, this clause should be included. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

- G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.
- G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.
- G5.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.
- G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

G6. Access

[You should include Option 1 where the Commonwealth will only require a simple right of access to the Grantee's records for the purposes of verifying that the Grant was spent in accordance with the Agreement. Where Option 1 is used, you should take account of the potential cost of reimbursing the Grantee's substantiated reasonable costs should you decide to exercise this right of access. Option 2 should be included where the Commonwealth will require greater access to the Grantee's premises for any purpose relevant to the Activity. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR - Option 1]

- G6.1 If requested by the Commonwealth, the Grantee agrees to provide the Commonwealth, or any persons authorised in writing by the Commonwealth, with access to the Grantee's premises, personnel, documents and other records, and all assistance reasonably requested, to enable the Commonwealth or those persons to verify that the Grant was spent in accordance with this Agreement.
- G.6.2 The Commonwealth will reimburse the Grantee's substantiated reasonable costs for complying with a request under clause G6.1.

[OR - Option 2]

- 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

[Equipment and Assets purchased by the Grantee for the purpose of the Activity are owned by the Grantee. Where significant equipment and Assets are going to be required to undertake the Activity and/or you require the Grantee to keep records of equipment and Assets purchased with the Grant the following clause(s) can be used. Consider whether a budget would also be appropriate - see Supplementary Term 'G2. Activity budget' above. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

- G7.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any equipment or Asset for \$5,000 (including GST) or more, apart from those listed in the Budget and/or detailed below:
 - (a) [insert list of approved equipment and Assets]
- 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.

[insert details]

[The following table provides an example of how you might design an equipment and Assets register.]

<mark>ltem</mark>	Description	Grant	Other	Other	Total Cost
Number		Contributions	Contributions -	Contributions –	
			Grantee	Third Parties	
[insert	[insert	[insert amount	[insert amount of	[insert amount of	[insert total
reference]	description of	of Grant	Grantees own	other sources of	<u>amount</u>
	the equipment	contributed to	funds contributed	funding	cost of the
	or Asset]	this item]	to this item]	contributed to this	<mark>item]</mark>
				<mark>item]</mark>	

- G7.3 The Grantee agrees to use the equipment and Assets for the purposes of the Activity.
- G7.4 The Grantee must ensure that it owns any equipment and Assets purchased with the Grant for the purposes of the Activity.
- G7.5 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, skills or checks

[You should consider whether particular persons are required to carry out aspects of the Activity or parts of it due to the specific qualifications or skills needed, due to specific industry or legislative requirements, or where working with children or vulnerable persons.

If the Activity will involve contact with vulnerable persons, this template is not appropriate and you should use the Standard Grant Agreement template and incorporate the full Vulnerable Persons clause from the clause bank.

If the Activity will involve contact with children, the Standard Grant Agreement template, incorporating the full Child Safety clause from the clause bank, should be used:

- a. where the Grant is for services directly to children; and
- b. for Grant Activities that involve contact with children that is a usual part of, and more than incidental to, the Grant Activity.

In other circumstance where the Activity involves children:

- a. Supplementary Term G8A should be used if it is possible or likely that Grant personnel will interact with children but not to the extent requiring the full Child Safety clause (see guidance about this below); or
- b. Option 1 may be suitable, but only if it is highly unlikely that Grant personnel will interact with children.]

You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR - Option 1]

- G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks and have the relevant skills and qualifications.
- G8.2 The Grantee agrees to comply with all State, Territory and Commonwealth laws relating to the employment or engagement of persons in relation to the Activity, including by obtaining and maintaining all necessary police and other checks in relation to personnel.

[OR - Option 2]

- G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the following relevant skills or qualifications:
 - (a) [insert details of relevant activities and the qualifications, skills or other requirements of personnel performing those activities (e.g. requirement for certificate etc)]
- G8.2 The Grantee agrees to comply with all State, Territory and Commonwealth laws relating to the employment or engagement of persons in relation to the Activity, including by obtaining and maintaining the following checks in relation to personnel:
 - (a) [insert details of relevant activities and the checks required of personnel performing those activities]

G8A. Child Safety

[Supplementary Term G8A below should be used where the Grant Activity involves children and the circumstances of the Activity do not require the use of the Standard Grant Agreement Template and the full Child Safety Clause (see guidance about this at G8 above).

Supplementary Term G8 Option 1 (above) may be used as an alternative in circumstances where it is highly unlikely that Grant personnel will interact with children.]

You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

- G8A.1 If the Activity or any part of the Activity involves the Grantee employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Activity, the Grantee agrees:
 - (a) to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described; and
 - (b) if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with clauses G8A in such form as may be specified by the Commonwealth.

G9. Activity specific legislation, policies and industry standards

[You can include any specific legislative or policy requirements or industry standards that apply to the Activity. In particular, you may wish to consider the requirement to comply with workplace health and safety policies. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.] Not Applicable

[OR]

G9.1 The Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

(a) [insert relevant legislation, policies and/or industry standards]

G9A. Fraud

[You can include this Supplementary Term where it is necessary to specifically address the risk of fraud. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

G10. Commonwealth Material, facilities and assistance

[You should include this Supplementary Term where it is necessary to specify any Commonwealth Material or assistance to be provided by your entity (in addition to the Grant) to assist the Grantee to undertake the Activity. This could include documentation, equipment, access to premises, provision of administrative support. You should also include any conditions or restrictions on the Grantee's use, such as returning the Material following the Activity Completion Date. If you wish to provide Material only or facilities and assistance only, indicate "Not Applicable" in the clause that does not apply. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

- G10.1 In this Agreement, Commonwealth Material means any Material provided by the Commonwealth to the Grantee for the purposes of this Agreement or derived at any time from this Material, including the Material specified in G10.2, but does not include Reporting Material or Activity Material.
- G10.2 The Commonwealth agrees to provide the following Material to the Grantee:
 - (a) [insert details] [OR] Not Applicable
- G10.3 Nothing in this Agreement affects the ownership of Commonwealth Material.
- G10.4 The Commonwealth grants the Grantee a licence to use the Commonwealth Material for the sole purpose of performing the Activity in accordance with this Agreement. The Grantee must, if requested, return all copies of the Commonwealth Material at the expiration or earlier termination of this Agreement.
- G10.5 The Commonwealth agrees to provide the following facilities and assistance to the Grantee for the purpose of the Activity:
 - (a) [insert details] [OR] Not Applicable
- G10.6 The Grantee agrees to comply with any directions or requirements notified by the Commonwealth when accessing the facilities and assistance.

G11. Jurisdiction

[The following Supplementary Term can be included where it is necessary to specify which law will govern the Agreement. For example, the State in which the Activity will be undertaken.]

Not Applicable

[OR]

G11.1 This Agreement is governed by the law of the [insert jurisdiction].

G12. Grantee trustee of a Trust

[You should include this term where the Grantee is a trustee of a Trust. You should ensure that the proper name of the Trust is included in the 'Parties' section at the start of this document. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

- 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; and
 - (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and

- (c) it has entered into this Agreement for the proper administration of the Trust; and
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

Signatures

Executed as an agreement:

[You will need to consider the legal status and structure of the Grantee. The execution clause may need to be amended to reflect this. You should contact your legal area if you have any uncertainty as to how the Grantee should execute the Agreement. This is particularly the case where the Grantee is a partnership or a trust, or where the Grantee proposes an alternative form of execution clause.]

Commonwealth of Australia:

Signed for and on behalf of the	
Commonwealth of Australia as	
represented by [insert entity]	
Name:	
(print)	
Position:	
(print)	
Signature and date:	
Witness Name:	
(print)	
Signature and date:	

[Select or insert the appropriate signature block depending on the nature of Grantee. Delete the signature blocks that are not used.]

Grantee:

[If Grantee is an Individual]

Full legal name of the Grantee:	[insert name of the Grantee and any ABN]
Signatory Name:	
(print)	
Signature and date:	
Witness Name:	
(print)	
Signature and date:	

[OR]

[If Grantee is a Company]

Director's Name:	
(print)	
Signature and date:	

Director/Company Secretary	
Name:	
(print)	
Signature and date:	

[OR]

If Grantee is an Incorporated Association]

Full legal name of the Grantee:	[insert name of incorporated association and any ABN or other registration number]
Public Officer's Name: (print) Signature and date:	
Committee Member/Secretary Name: (print) Signature and date:	

[OR]

[If Grantee is a Partnership]

Full legal name of the Grantee:	[insert name of partnership and any ABN]
Partner's Name:	
(print)	
Signature and date:	
Partner's/Witness Name:	
(print)	
Signature and date:	

[OR]

[If Grantee is a trustee of a Trust, you should confirm the legal status of the trustee and use the appropriate execution clause. For example, if the trustee is a company, use the company execution clause. Make sure that you use the name of the trustee (NOT the Trust) as the 'name' of the Grantee- as the trustee is the legal entity entering into the Agreement. If requested by the Grantee, the words 'as trustee of the XXX Trust' could be included at the end of the name.]

Schedule 1

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 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements 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.
- 3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7.

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 is responsible for the performance of its obligations under 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 Agreement.

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 or amounts payable under another agreement between the Grantee and the Commonwealth.

11. Record keeping

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

12. Intellectual Property

- 12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.
- 12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- 12.3 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

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.

Schedule 1

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;
- (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 Completion Date means the date or event specified 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 and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- 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.
- Agreement End Date means the date or event specified in the Grant Details.
- Asset means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property].
- 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.
- Existing Material means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- Grant means the money, or any part of it, payable by the Commonwealth to the Grantee as specified

in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee].

- **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 and includes any Existing Material that is incorporated in or supplied with the Reporting Material.



Commonwealth Simple Grant Agreement Template

User Guide

VERSION 2.0 | DECEMBER 2018

Table of Contents

2. How the template works .3 2.1. Structure of the template. .3 2.2. Adding schedules. .4 2.3. Multiple Grants within an Agreement .4 3. The Grant Agreement .5 3.1. Parties to the Agreement .5 3.2. Background .5 3.3. Scope of this Agreement .5 4. Grant Details .6 4.1. A. Purpose of the Grant .6 4.2. B. Activity. .6 4.3. C. Duration of the Grant .7 4.4. D. Payment of the Grant .7 4.5. E. Reporting .7 4.6. Party representatives and address for notices .8 5. Commonwealth General Grant Conditions .8 5.1. How is the Activity to be undertaken? .9 5.2. How is the relationship governed? .9 5.3. What conditions apply to payments? .10 5.4. How is information to be handled? .11 5.5. How are risks managed? .12 5.6. How are disputes resolved? .13 5.8. What are the definitions? .14 6.1. G1. Other Contributions .14 6.2. G2. Activity budget <th>1.</th> <th>Introduction</th> <th>3</th>	1.	Introduction	3
2.2. Adding schedules. 4 2.3. Multiple Grants within an Agreement. 4 3. The Grant Agreement. .5 3.1. Parties to the Agreement. .5 3.2. Background. .5 3.3. Scope of this Agreement. .5 4. Grant Details. .6 4.1. A. Purpose of the Grant. .6 4.2. B. Activity. .6 4.3. C. Duration of the Grant. .7 4.4. D. Payment of the Grant. .7 4.5. E. Reporting. .7 4.6. Party representatives and address for notices .8 5. Commonwealth General Grant Conditions .8 5.1. How is the Activity to be undertaken? .9 5.2. How is the relationship governed? .9 5.3. What conditions apply to payments? .10 5.4. How is information to be handled? .11 5.5. How are risks managed? .12 5.6. How are disputes resolved? .13 5.8. What are the definitions? </td <td>2.</td> <td>How the template works</td> <td>3</td>	2.	How the template works	3
2.3. Multiple Grants within an Agreement 4 3. The Grant Agreement 5 3.1. Parties to the Agreement 5 3.2. Background 5 3.3. Scope of this Agreement 5 4. Grant Details 6 4.1. A. Purpose of the Grant 6 4.2. B. Activity 6 4.3. C. Duration of the Grant 7 4.4. D. Payment of the Grant 7 4.5. E. Reporting 7 4.6. Party representatives and address for notices 8 5. Commonwealth General Grant Conditions 8 5.1. How is the Activity to be undertaken? 9 5.2. How is the relationship governed? 9 5.3. What conditions apply to payments? 10 5.4. How is information to be handled? 11 5.5. How are risks managed? 12 5.6. How are disputes resolved? 13 5.7. How is the Agreement ended early? 13 5.8. What are the definitions? <t< td=""><td>2.1.</td><td>Structure of the template</td><td>. 3</td></t<>	2.1.	Structure of the template	. 3
3. The Grant Agreement 5 3.1. Parties to the Agreement 5 3.2. Background 5 3.3. Scope of this Agreement 5 4. Grant Details 6 4.1. A. Purpose of the Grant 6 4.2. B. Activity 6 4.3. C. Duration of the Grant 7 4.4. D. Payment of the Grant 7 4.5. E. Reporting 7 4.6. Party representatives and address for notices 8 5. Commonwealth General Grant Conditions 8 5.1. How is the Activity to be undertaken? 9 5.2. How is the Activity to be undertaken? 9 5.2. How is the relationship governed? 9 5.3. What conditions apply to payments? 10 5.4. How is information to be handled? 11 5.5. How are risks managed? 12 5.6. How are disputes resolved? 13 5.7. How is the Agreement ended early? 13 5.8. What are the definitions?	2.2.	Adding schedules	. 4
3.1. Parties to the Agreement 5 3.2. Background 5 3.3. Scope of this Agreement 5 4. Grant Details 6 4.1. A. Purpose of the Grant 6 4.2. B. Activity 6 4.3. C. Duration of the Grant 7 4.4. D. Payment of the Grant 7 4.5. E. Reporting 7 4.6. Party representatives and address for notices 8 5. Commonwealth General Grant Conditions 8 5.1. How is the Activity to be undertaken? 9 5.2. How is the relationship governed? 9 5.3. What conditions apply to payments? 10 5.4. How is information to be handled? 11 5.5. How are risks managed? 12 5.6. How are risks managed? 12 5.7. How is the Agreement ended early? 13 5.8. What are the definitions? 14 6. Supplementary Terms 14 6. Supplementary Terms 14	2.3.	Multiple Grants within an Agreement	. 4
3.2. Background. 5 3.3. Scope of this Agreement 5 4. Grant Details 6 4.1. A. Purpose of the Grant 6 4.2. B. Activity	3.	The Grant Agreement	5
3.3. Scope of this Agreement 5 4. Grant Details 6 4.1. A. Purpose of the Grant 6 4.2. B. Activity 6 4.3. C. Duration of the Grant 7 4.4. D. Payment of the Grant 7 4.5. E. Reporting 7 4.6. Party representatives and address for notices 8 5. Commonwealth General Grant Conditions 8 5.1. How is the Activity to be undertaken? 9 5.2. How is the Pactivity to be undertaken? 9 5.3. What conditions apply to payments? 10 5.4. How is information to be handled? 11 5.5. How are risks managed? 12 5.6. How are disputes resolved? 13 5.7. How is the Agreement ended early? 13 5.8. What are the definitions? 14 6. Supplementary Terms 14 6.1. G1. Other Contributions 14 6.2. G2. Activity budget 15 6.3. G3. Record keeping <t< td=""><td>3.1.</td><td>Parties to the Agreement</td><td>. 5</td></t<>	3.1.	Parties to the Agreement	. 5
4. Grant Details 6 4.1. A. Purpose of the Grant 6 4.2. B. Activity 6 4.3. C. Duration of the Grant 7 4.4. D. Payment of the Grant 7 4.5. E. Reporting 7 4.6. Party representatives and address for notices 8 5. Commonwealth General Grant Conditions 8 5.1. How is the Activity to be undertaken? 9 5.2. How is the relationship governed? 9 5.3. What conditions apply to payments? 10 5.4. How is information to be handled? 11 5.5. How are risks managed? 12 5.6. How are disputes resolved? 13 5.7. How is the Agreement ended early? 13 5.8. What are the definitions? 14 6. Supplementary Terms 14 6.1. G1. Other Contributions 14 6.2. G2. Activity budget 15 6.3. G3. Record keeping 15 6.4. G4. Audit and acquittal 15 6.5. G5. Activity Material 16 6.6. G6. Access 16 6.7. G7. Equipment and assets 17 6.8. G8. Relevant qualifications, skills or checks<	3.2.	Background	. 5
4.1. A. Purpose of the Grant	3.3.	Scope of this Agreement	. 5
4.2. B. Activity	4.	Grant Details	6
4.3. C. Duration of the Grant 7 4.4. D. Payment of the Grant 7 4.5. E. Reporting 7 4.6. Party representatives and address for notices 8 5. Commonwealth General Grant Conditions 8 5.1. How is the Activity to be undertaken? 9 5.2. How is the relationship governed? 9 5.3. What conditions apply to payments? 10 5.4. How is information to be handled? 11 5.5. How are risks managed? 12 5.6. How are disputes resolved? 13 5.7. How is the Agreement ended early? 13 5.8. What are the definitions? 14 6. Supplementary Terms 14 6.1. G1. Other Contributions 14 6.2. G2. Activity budget 15 6.3. G3. Record keeping 15 6.4. G4. Audit and acquittal 15 6.5. G5. Activity Material 16 6.6. G6. Access 16 6.7. G7. Equipment and assets	4.1.	A. Purpose of the Grant	. 6
4.4. D. Payment of the Grant 7 4.5. E. Reporting 7 4.6. Party representatives and address for notices 8 5. Commonwealth General Grant Conditions 8 5.1. How is the Activity to be undertaken? 9 5.2. How is the relationship governed? 9 5.3. What conditions apply to payments? 10 5.4. How is information to be handled? 11 5.5. How are risks managed? 12 5.6. How are disputes resolved? 13 5.7. How is the Agreement ended early? 13 5.8. What are the definitions? 14 6. Supplementary Terms 14 6.1. G1. Other Contributions 14 6.2. G2. Activity budget 15 6.3. G3. Record keeping 15 6.4. G4. Audit and acquittal 15 6.5. G5. Activity Material 16 6.6. G6. Access 16 6.7. G7. Equipment and assets 17 6.8. G8. Relevant qualifications,	4.2.	B. Activity	. 6
4.5. E. Reporting 7 4.6. Party representatives and address for notices 8 5. Commonwealth General Grant Conditions 8 5.1. How is the Activity to be undertaken? 9 5.2. How is the relationship governed? 9 5.3. What conditions apply to payments? 10 5.4. How is information to be handled? 11 5.5. How are risks managed? 12 5.6. How are disputes resolved? 13 5.7. How is the Agreement ended early? 13 5.8. What are the definitions? 14 6. Supplementary Terms 14 6.1. G1. Other Contributions 14 6.2. G2. Activity budget 15 6.3. G3. Record keeping 15 6.4. G4. Audit and acquittal 15 6.5. G5. Activity Material 16 6.6. G6. Access 16 6.7. G7. Equipment and assets 17 6.8. G8. Relevant qualifications, skills or checks 17 6.9. G9. A	4.3.	C. Duration of the Grant	. 7
4.6. Party representatives and address for notices	4.4.	D. Payment of the Grant	. 7
5. Commonwealth General Grant Conditions 8 5.1. How is the Activity to be undertaken? 9 5.2. How is the relationship governed? 9 5.3. What conditions apply to payments? 10 5.4. How is information to be handled? 11 5.5. How are risks managed? 12 5.6. How are disputes resolved? 13 5.7. How is the Agreement ended early? 13 5.8. What are the definitions? 14 6. Supplementary Terms 14 6.1. G1. Other Contributions 14 6.2. G2. Activity budget 15 6.3. G3. Record keeping 15 6.4. G4. Audit and acquittal 15 6.5. G5. Activity Material 16 6.6. G6. Access 16 6.7. G7. Equipment and assets 17 6.8. G8. Relevant qualifications, skills or checks 17 6.9. G9. Activity specific legislation, policies and industry standards 18	4.5.	E. Reporting	. 7
5.1. How is the Activity to be undertaken? 9 5.2. How is the relationship governed? 9 5.3. What conditions apply to payments? 10 5.4. How is information to be handled? 11 5.5. How are risks managed? 12 5.6. How are disputes resolved? 13 5.7. How is the Agreement ended early? 13 5.8. What are the definitions? 14 6. Supplementary Terms 14 6.1. G1. Other Contributions 14 6.2. G2. Activity budget 15 6.3. G3. Record keeping 15 6.4. G4. Audit and acquittal 15 6.5. G5. Activity Material 16 6.6. G6. Access 16 6.7. G7. Equipment and assets 17 6.8. G8. Relevant qualifications, skills or checks 17 6.9. G9. Activity specific legislation, policies and industry standards 18	4.6.	Party representatives and address for notices	. 8
5.2. How is the relationship governed? .9 5.3. What conditions apply to payments? .10 5.4. How is information to be handled? .11 5.5. How are risks managed? .12 5.6. How are disputes resolved? .13 5.7. How is the Agreement ended early? .13 5.8. What are the definitions? .14 6. Supplementary Terms .14 6.1. G1. Other Contributions .14 6.2. G2. Activity budget .15 6.3. G3. Record keeping .15 6.4. G4. Audit and acquittal .15 6.5. G5. Activity Material .16 6.6. G6. Access .16 6.7. G7. Equipment and assets .17 6.8. G8. Relevant qualifications, skills or checks .17 6.9. G9. Activity specific legislation, policies and industry standards .18	5.	Commonwealth General Grant Conditions	8
5.3. What conditions apply to payments? 10 5.4. How is information to be handled? 11 5.5. How are risks managed? 12 5.6. How are disputes resolved? 13 5.7. How is the Agreement ended early? 13 5.8. What are the definitions? 14 6. Supplementary Terms 14 6.1. G1. Other Contributions 14 6.2. G2. Activity budget 15 6.3. G3. Record keeping 15 6.4. G4. Audit and acquittal 15 6.5. G5. Activity Material 16 6.6. G6. Access 16 6.7. G7. Equipment and assets 17 6.8. G8. Relevant qualifications, skills or checks 17 6.9. G9. Activity specific legislation, policies and industry standards 18	5.1.	How is the Activity to be undertaken?	. 9
5.4. How is information to be handled? 11 5.5. How are risks managed? 12 5.6. How are disputes resolved? 13 5.7. How is the Agreement ended early? 13 5.8. What are the definitions? 14 6. Supplementary Terms 14 6.1. G1. Other Contributions 14 6.2. G2. Activity budget 15 6.3. G3. Record keeping 15 6.4. G4. Audit and acquittal 15 6.5. G5. Activity Material 16 6.6. G6. Access 16 6.7. G7. Equipment and assets 17 6.8. G8. Relevant qualifications, skills or checks 17 6.9. G9. Activity specific legislation, policies and industry standards 18	5.2.	How is the relationship governed?	. 9
5.5. How are risks managed? 12 5.6. How are disputes resolved? 13 5.7. How is the Agreement ended early? 13 5.8. What are the definitions? 14 6. Supplementary Terms 14 6.1. G1. Other Contributions 14 6.2. G2. Activity budget 15 6.3. G3. Record keeping 15 6.4. G4. Audit and acquittal 15 6.5. G5. Activity Material 16 6.6. G6. Access 16 6.7. G7. Equipment and assets 17 6.8. G8. Relevant qualifications, skills or checks 17 6.9. G9. Activity specific legislation, policies and industry standards 18	5.3.	What conditions apply to payments?	10
5.6. How are disputes resolved? 13 5.7. How is the Agreement ended early? 13 5.8. What are the definitions? 14 6. Supplementary Terms 14 6.1. G1. Other Contributions 14 6.2. G2. Activity budget 15 6.3. G3. Record keeping 15 6.4. G4. Audit and acquittal 15 6.5. G5. Activity Material 16 6.6. G6. Access 16 6.7. G7. Equipment and assets 17 6.8. G8. Relevant qualifications, skills or checks 17 6.9. G9. Activity specific legislation, policies and industry standards 18	5.4.	How is information to be handled?	11
5.7. How is the Agreement ended early? 13 5.8. What are the definitions? 14 6. Supplementary Terms 14 6.1. G1. Other Contributions 14 6.2. G2. Activity budget 15 6.3. G3. Record keeping 15 6.4. G4. Audit and acquittal 15 6.5. G5. Activity Material 16 6.6. G6. Access 16 6.7. G7. Equipment and assets 17 6.8. G8. Relevant qualifications, skills or checks 17 6.9. G9. Activity specific legislation, policies and industry standards 18	5.5.	How are risks managed?	12
5.8. What are the definitions? 14 6. Supplementary Terms. 14 6.1. G1. Other Contributions. 14 6.2. G2. Activity budget. 15 6.3. G3. Record keeping. 15 6.4. G4. Audit and acquittal. 15 6.5. G5. Activity Material. 16 6.6. G6. Access. 16 6.7. G7. Equipment and assets. 17 6.8. G8. Relevant qualifications, skills or checks. 17 6.9. G9. Activity specific legislation, policies and industry standards. 18	5.6.	How are disputes resolved?	13
6. Supplementary Terms	5.7.	How is the Agreement ended early?	13
6.1. G1. Other Contributions 14 6.2. G2. Activity budget 15 6.3. G3. Record keeping 15 6.4. G4. Audit and acquittal 15 6.5. G5. Activity Material 16 6.6. G6. Access 16 6.7. G7. Equipment and assets 17 6.8. G8. Relevant qualifications, skills or checks 17 6.9. G9. Activity specific legislation, policies and industry standards 18	5.8.	What are the definitions?	14
6.2. G2. Activity budget 15 6.3. G3. Record keeping 15 6.4. G4. Audit and acquittal 15 6.5. G5. Activity Material 16 6.6. G6. Access 16 6.7. G7. Equipment and assets 17 6.8. G8. Relevant qualifications, skills or checks 17 6.9. G9. Activity specific legislation, policies and industry standards 18	6.	Supplementary Terms	14
6.3. G3. Record keeping 15 6.4. G4. Audit and acquittal 15 6.5. G5. Activity Material 16 6.6. G6. Access 16 6.7. G7. Equipment and assets 17 6.8. G8. Relevant qualifications, skills or checks 17 6.9. G9. Activity specific legislation, policies and industry standards 18	6.1.	G1. Other Contributions	14
6.4. G4. Audit and acquittal	6.2.	G2. Activity budget	15
6.5. G5. Activity Material 16 6.6. G6. Access 16 6.7. G7. Equipment and assets 17 6.8. G8. Relevant qualifications, skills or checks 17 6.9. G9. Activity specific legislation, policies and industry standards 18	6.3.	G3. Record keeping	15
6.6.G6. Access166.7.G7. Equipment and assets176.8.G8. Relevant qualifications, skills or checks176.9.G9. Activity specific legislation, policies and industry standards18	6.4.	G4. Audit and acquittal	15
6.7. G7. Equipment and assets	6.5.	G5. Activity Material	16
6.8. G8. Relevant qualifications, skills or checks	6.6.	G6. Access	16
6.9. G9. Activity specific legislation, policies and industry standards	6.7.	G7. Equipment and assets	17
	6.8.	G8. Relevant qualifications, skills or checks	17
6.10. G10. Commonwealth material, facilities and assistance	6.9.	G9. Activity specific legislation, policies and industry standards	18
	6.10.	G10. Commonwealth material, facilities and assistance	19

Commonwealth Simple Grant Agreement Template – User Guide Department of Finance

6.11.	G11. Jurisdiction	19
6.12.	G12. Grantee trustee of a Trust	19
7.	Signatures	19
8.	Frequently asked questions	20
Glossaı	γ	22
Commo	onwealth Grant Agreement	i

1. Introduction

- 1. This user guide is designed to assist you to use the Commonwealth Simple Grant Agreement Template (the template). It should be read in conjunction with the template (and the accompanying risk tool), which are available on the finance website at http://www.finance.gov.au/financial-framework/financial-management-policy-guidance/grants/grant-agreement-template-project.html.
- 2. The user guide discusses the structure of the template and provides step-by-step guidance on its various components. It also contains frequently asked questions and an example completed template.
- 3. Questions relating to the user guide, the template, and/or the risk tool, can be sent via email to grants@finance.gov.au.

2. How the template works

- 4. This part explains the template section-by-section and provides guidance on how to use the template.
- 5. The template is designed to be used for low-risk grants across the Australian Government. Therefore, it has been drafted so that only certain sections can be amended.
- 6. To ensure consistency, you should only add content where the drafting instructions in the template indicate you can.
- 7. You should not reorder or remove any sections of the template, except where indicated. If you consider that other amendments need to be made to the template to use it for a particular grant, you should consider whether the template is appropriate.
- 8. See Attachment A for an example of a completed template.

2.1. Structure of the template

- 9. Where an Agreement is created using the template it will have two parts: the template and the schedules, with each part made up of a number of components.
 - The template contains the introductory information, the Grant Details and any Supplementary Terms.
 - The schedules contains the Commonwealth General Grant Conditions (CGGCs), which are a standard set of terms and conditions which will apply to all Agreements using the template.
- 10. Once the template has been completed and signed by both Parties it, together with the schedules, forms the Agreement between the Commonwealth and the Grantee.
- 11. The **introductory information** component includes the details of who is entering into the Agreement (the Parties involved) and explains the nature and structure of the Agreement.
- 12. The **Grant Details** component (Items A to G12) describes the purpose of the Grant, the details of the Activity to be undertaken and the payments to be made, as well as any Supplementary Terms that apply to the Activity, such as specific legislative requirements or industry standards. You enter the specific details of the particular Grant into the Grant Details. The Grant Details component finishes with the signatures page where the Commonwealth and the Grantee execute the Agreement.

- 13. The **Supplementary Terms** component (G. Supplementary Terms) is optional and contains additional terms and conditions. For many Agreements, there may not be a need to include Supplementary Terms, but for some Agreements, it may be appropriate to include one or more of the Supplementary Terms. You can only include the Supplementary Terms that are contained in the template. You should carefully consider whether to include a Supplementary Term and only include additional terms that are essential to the management of the Grant.
- 14. The **Commonwealth General Grant Conditions** (CGGCs) is a schedule (Schedule 1) attached at the end of the template. It defines the standard rights and obligations that apply to the Agreement. These conditions cannot be changed. If included, Supplementary Terms will take priority over the CGGCs if there is an inconsistency.

2.2. Adding schedules

- 15. For straightforward Grants, all the details of the Activity should be contained in the Grant Details section of the template. However, for larger or more complicated Grants, it may be necessary to include information, which does not readily fit within the Grant Details section of the template, as additional schedules. For example, where a Grant extends over a number of years and involves milestones or periodic reporting, you should include any reporting templates which the Grantee will be required to use as schedules.
- 16. Additional information relating to the Activity should be included as additional schedules at the end of the Agreement. You should be careful to ensure any schedules are properly referenced in the Grant Details (e.g. Item 'B. Activity' and Item 'E. Reporting') and update the contents page accordingly.

2.3. Multiple Grants within an Agreement

- 17. The template has been designed to accommodate more than one Grant under a single Agreement. This can be achieved by preparing a separate Grant Details component (with, if necessary, appropriate Supplementary Terms) for each Grant. Including multiple Grants in a single Agreement may affect the risk of the Agreement overall. Where multiple Grants are included under a single Agreement you should assess whether the template is the appropriate document to be used or whether a different agreement is appropriate.
- 18. Where multiple Grants are included under one Agreement, each Grant must be between the same Parties. The Grantee must be the same legal entity (e.g. the same ABN and ACN) and the same entity representing the Commonwealth should be providing the Grants.
- 19. Where an additional Grant is added to an existing Agreement, the new Grant Details should be treated as a variation to the original Agreement (see CGGC7).
- 20. Managing multiple Grants within a single Agreement can require additional oversight. Each Grant (and each Activity) should be actively managed, as there may be an increased risk of issues being overlooked or 'merged' across separate Grants. The governance capacity of your entity and the Grantee should be considered before incorporating multiple Grants within a single Agreement.

3. The Grant Agreement

3.1. Parties to the Agreement

21. The 'Parties to this Agreement' section is where you enter the details of the Grantee and your entity (representing the Commonwealth) in the highlighted sections of the template.

Grantee

- 22. You must include the full legal name of the Grantee, their registered address and Australian Business Number (ABN) (if applicable). You should confirm that this information is correct by searching the relevant databases. In particular, www.business.gov.au for company and business names and www.abr.business.gov.au for ABNs.
- 23. It may not be necessary to include all the information provided for in the template. For example, individuals may not have a trading or business name or fax number. However, you should include enough information so that the Grantee is identifiable.

IMPORTANT: If the Grantee is the Trustee of a Trust you should include Supplementary Term G12. See part 6 of the user guide for more information.

The Commonwealth

24. This is where you provide the details of your entity. You should include all the information requested here.

3.2. Background

- 25. The background gives a short summary of what each Party to the Agreement is agreeing to. The Commonwealth (represented by your entity) is agreeing to assist the Grantee to undertake the Activity in accordance with the Agreement. The Grantee is agreeing to use the Grant and undertake the Activity in accordance with the Agreement.
- 26. Although the background describes 'the Grant' and 'the Activity', the template has been designed to accommodate multiple Grants to the same Grantee within the Agreement.

3.3. Scope of this Agreement

- 27. This section lists all the different documents that form the Agreement. Importantly, some documents may form part of the Agreement because you add them. Any documents that form part of the Agreement, for example, industry standards or reporting templates, must be referred to, or incorporated, in the Grant Details.
- 28. The hierarchy of the documents tells you which document will take priority if there are inconsistencies or ambiguities between different parts of the Agreement. The Supplementary Terms take priority over the CGGCs. For example, the CGGCs require the Grantee to maintain records of the expenditure of the Grant. However, the nature of the Activity may require the Supplementary Term on record keeping to allow you to specify the records the Grantee should retain. In that case, the Supplementary Term on record keeping will override the CGGC on record keeping.

IMPORTANT: You should only add documents to the Agreement that are necessary to enable the Grantee to undertake the Activity. For example, any reporting templates that the Grantee is to use should be referred to in the Grant Details at item 'E. Reporting' and then attached to the Agreement as a schedule.

29. Only documents in the Agreement, or incorporated by reference, form part of the Agreement. This means that all other things, such as written proposals, email exchanges, or conversations before the Agreement was signed, may not form part of the Agreement. You should therefore ensure that the Grant Details are clear and contain all information necessary for the Activity to be undertaken.

4. Grant Details

- 30. The Grant Details are where you include the information that relates to a particular Grant. This includes a description of the purpose of the Grant, details of the Activity/ies the Grantee must perform, and any related payment details and reporting requirements. It also includes the contact details of the Commonwealth's and the Grantee's representatives who will be responsible for managing the Grant on a day-to-day basis.
- 31. You can amend the details under the various item headings in the Grant Details to suit your particular Grant and the Activity. However, you must not amend or delete any of the item headings, as they relate to definitions in the CGGCs and are referenced throughout the Agreement.

IMPORTANT: Any relevant Supplementary Terms should be included as part of the Grant Details. These provisions will relate to the specific Grant covered by the Grant Details. It is therefore possible for different Grants to have different Supplementary Terms under the one Agreement. Supplementary Terms are discussed in part 6 of the user guide.

4.1. A. Purpose of the Grant

- 32. In this section you should include a brief description of the aims and/or objectives of the Grant. This provides context for the Grant and the Activity. You don't need to include details of the specific Activity here as this will be covered in the next section.
- 33. It is likely that any related grant opportunity or program guidelines will contain a description of the purpose of the Grant or grant opportunity or program. All Grants under a grant opportunity or program may have the same or similar detail in this section. Make sure that the description here is consistent with any published grant opportunity or program guidelines.

4.2. B. Activity

- 34. In this section you should provide a detailed description of the particular Activity/ies that the Grantee must undertake. You should be as comprehensive and precise as is necessary to ensure that both Parties have a clear and agreed understanding of the Activity. A useful test is to consider whether someone who is not familiar with the Grant, your entity or the Grantee could read this section and understand the Activity and what is required. This section will be the main reference tool if any issues arise as to whether or not the Activity has been properly undertaken and successfully completed. If the Grant is to be paid in instalments or on the achievement of milestones, these should be reflected here (see also section 4.4 of the user guide).
- 35. Where necessary, you should also provide details of anything that is specifically **not** part of the Activity and therefore not covered by the Grant.

36. If the Activity involves preparing reports you should refer to them here. However, do not include the specific details of any reports. The actual content of reports should be included at item 'E. Reporting' (see section 4.5 of the user guide).

4.3. C. Duration of the Grant

- 37. In this section you should indicate the date the Activity will start and end (the Activity Completion Date) and when the Agreement will end (the Agreement End Date).

 Note these could be specified events.
- 38. Be sure you leave enough time between the Activity Completion Date and the Agreement End Date to allow for anything the Grantee is required to do as part of the Activity, including the preparation and submission of any final reports required under items 'B. Activity' and 'E. Reporting'.

4.4. D. Payment of the Grant

- 39. In this section you should include all details regarding payment of the Grant. This includes the amount of the Grant and the form and timing of payments (such as instalments and linking payments to the achievement of milestones) and whether or not Goods and Services Tax (GST) is payable on the Grant. If applicable, you may wish to specify whether interest can or cannot be earned on the Grant. If you do allow interest to be earned on the Grant, you should also consider whether to include the optional text at the definition of 'Grant' at CGGC21 that the Grant includes interest earned by the Grantee on the money.
- 40. If possible, you should include the details of the bank account into which payments will be made to avoid any confusion when it comes time to make a payment. The Grantee does <u>not</u> necessarily need to open a separate bank account specifically for the Grant. Separate bank accounts should generally not be required for low-value grants and may represent additional administrative costs for the Grantee.
- 41. You should include any invoicing information required for the payment of the Grant. This includes all the requirements for an invoice to be a 'tax invoice' for the purposes of the GST legislation for taxable supplies made under the Agreement.
- 42. You have the option of including a clause that allows you to issue the Grantee with a Recipient Created Tax Invoice (RCTI), rather than requiring the Grantee to invoice you. If you have any specific administrative requirements around RCTIs you can include them here.
- 43. Questions regarding the treatment of GST in relation to any payments being made under the Agreement should be directed to the chief financial officer unit within your entity or the Australian Taxation Office.

4.5. E. Reporting

- 44. In this section you should specify any reporting requirements in relation to the Grant. Reports should focus on the performance of the Activity and its outcomes. In some situations, you may require additional information to be provided by the Grantee, such as data showing the outcomes of the Activity.
- 45. You should carefully consider what data and reporting you require the Grantee to provide. While you should ensure that the Grantee is providing sufficient information to enable you to assess the Grantee's performance of the Activity, you should avoid requesting data or reports that you do not intend to use.
- 46. You should be very clear about what needs to be included in each report, what data needs to be collected, how the information in the report should be presented, details

- of any particular certification or sign off required and the date by which reports are to be submitted. Where the Grant is being paid in instalments, the timing of the submission of reports can be aligned with the payment of the Grant to assist with management of the Agreement.
- 47. Where reports are required to be approved before they are accepted, this should be clearly indicated and you should ensure that sufficient information is requested to allow the reports to be properly assessed.

IMPORTANT: The licence to Intellectual Property Rights in Reporting Material (see CGGC12) directly relates to the reports in item 'E. Reporting'.

- 48. The default position under the CGGCs requires the Grantee to provide a signed statement indicating that the Grant was spent in accordance with the Agreement. You should consider carefully whether there is a need for additional financial reports or acquittals and the burden this might have on the Grantee, taking into account the value of the Grant, the nature of the Activity and the relevant risks.
- 49. Consistent with the <u>Commonwealth Grants Rules and Guidelines</u>, when determining what financial acquittal or reporting is required, you must have regard to information collected by regulators and available to you. If a Grantee provides an annual audited financial statement to a regulator, then a financial acquittal should not be required, except for higher risk grants. If this is the case you should carefully consider whether using this template is appropriate for the proposed grant.

IMPORTANT: If the Activity requires independently audited financial acquittal reports you must include Supplementary Term 'G4. Audit'.

- 50. Independently audited financial acquittal reports can be expensive and you should carefully consider whether they are needed for a low-risk grant. Where independently audited financial acquittal reports are appropriate, due to the nature of the Grant, the cost of preparing the report should be factored into the Grant.
- 4.6. Party representatives and address for notices
- 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 (see CGGC3) in relation to the Grant. Each representative chosen should have the authority to make decisions with regard to the Agreement.
- 52. These details should be kept up-to-date. In some situations, it may be appropriate for your entity to establish a 'dedicated' email address for a Grant or series of Grants that is accessible by more than one person, to avoid notices being 'missed'.

5. Commonwealth General Grant Conditions

- This part provides guidance on the Commonwealth General Grant Conditions (CGGCs). The CGGCs automatically apply to all Agreements and all Grants using the template. The CGGCs are provided as a set of standard terms and conditions in a two page schedule, similar to the way terms and conditions are presented in other sectors, such as the real estate or insurance sector.
- 54. The CGGCs comprise 20 main clauses and a definitions clause. They cover categories including:
 - undertaking the Activity
 - the relationship between the Commonwealth and the Grantee

- conditions relating to the payment of the Grant
- handling information
- managing risks
- resolving disputes
- ending the Agreement early.
- The CGGCs cannot be changed. However, some may be displaced by Supplementary Terms (see part 6 of the user guide). For example, including Supplementary Term 'G5. Activity Material' will give the Commonwealth a broader licence to Intellectual Property Rights than under CGGC12.

5.1. How is the Activity to be undertaken?

- This section of the user guide concerns the obligations on the Grantee when carrying out the Activity, as described in the Grant Details (see section 4.2 of the user guide).
- 57. Under CGGC1 the Grantee agrees to undertake the Activity according to the Agreement. This is the Grantee's main obligation under the Agreement. Where the Grantee fails to undertake the Activity in accordance with the Agreement it may trigger some of the other provisions, such as withholding payments (see CGGC8) or termination for default (see CGGC18).

5.2. How is the relationship governed?

- 58. This section of the user guide concerns the relationship between the Commonwealth (represented by your entity) and the Grantee. It covers acknowledgements, notices, the legal relationship between the Parties, subcontracting, conflict of interest and variations to the Agreement.
- 59. CGGC2 deals with acknowledgements. It is common practice for a recipient of an Australian Government grant to acknowledge the Australian Government's support in grant-related material. Often the form of the acknowledgement will include the Commonwealth Coat of Arms or the administering entity's logo. There may be specific wording that you would like used, such as a reference to the grant program under which the Grant is provided.
- 60. CGGC3.1 requires both the Commonwealth and the Grantee to notify the other if something happens that is reasonably likely to have a negative effect on the carrying out of the Activity, the management of the Grant or anything else that party is required to do under the Agreement. It would be impossible to list all such circumstances. However, as a guide, an adverse change to anything that formed part of an application submission, was specifically discussed prior to entering the Agreement, or that is referred to in the Grant Details, should be notified to the other party.
- 61. CGGC3.2 requires all notices under the Agreement be in writing, signed by the Party giving notice and addressed to the other Party's representative (as specified in item 'F. Party representatives and address for notices' of the Grant Details). Notices in writing include electronic communications such as email.
- 62. While notices under CGGC3 will need to be in writing and signed by the Party giving notice, not all communication between the Parties needs to be in writing and signed.
- 63. Generally, written notification will be required for any 'official' correspondence in relation to the Grant or under the Agreement, such as accepting reports (see section 4.5 of the user guide), withholding payment (see CGGC8), termination for default (see CGGC18) and cancellation for convenience (see CGGC19).

- 64. Day-to-day interaction between you and the Grantee can be undertaken in a less formal setting. However, you should ensure that appropriate file notes and other records are kept and that anything significant is confirmed in writing.
- 65. CGGC3.3 enables the Commonwealth to give the Grantee notice of certain minor or administrative changes to the Agreement without the need for a formal variation in accordance with CGGC7. The notice must be in accordance with CGGC3.2. This is limited to minor or administrative changes that do not increase the Grantee's obligations under the Agreement, such as a change of contact details, indexation or a change of reporting date to the benefit of the Grantee. Any such changes are legally binding. If there is any doubt about whether the change is minor or administrative and doesn't increase the obligations of the Grantee, a formal variation to the Agreement should be made. A Notice of Change template is available for use in making these minor or administrative changes.
- 66. CGGC4 clarifies that the Agreement does not make either Party the employee, agent or partner of the other Party. It makes it clear that no Party can bind or represent the other Party to someone outside the Agreement (i.e. the Grantee is not part of your entity, or able to speak on behalf of your entity, just because it is undertaking the Activity).
- 67. CGGC5 deals with subcontracting. As the template is intended for use in relation to low-risk grants, the Grantee is not required to obtain the Commonwealth's approval prior to engaging subcontractors. The Grantee remains responsible for the compliance of subcontractors with the Agreement. The Grantee is still required to provide the details of any subcontractors to the Commonwealth upon request.
- 68. It is the Grantee's responsibility to manage any issues with subcontractors, given they are best placed to do this. Under the Agreement, the Grantee is required to ensure that all relevant aspects of the Agreement are complied with, regardless of whether subcontractors are involved.
- 69. Under CGGC6, the Grantee agrees to notify the Commonwealth promptly of any conflicts of interest which could affect its performance of the Agreement. The inclusion of a conflict of interest provision is common for most types of agreements with the Commonwealth. The Grantee is also required to take action to resolve conflicts, which will depend on the nature of the particular conflict.
- 70. Where the Grantee fails to take appropriate action to resolve a conflict, you may be entitled to enforcement provisions, such as withholding payments (see CGGC8).
- 71. CGGC7 requires that any variations to the Agreement are recorded in writing and signed by both Parties. It is not uncommon for a grant agreement to need to be varied during the life of the agreement. For example, intervening factors may require milestones or the timing of payments to change. While these issues are likely to be initially addressed through discussions with the Grantee, it is important that any variations are formally recorded in writing and signed by the appropriate personnel. This reduces the risk of uncertainty regarding the Parties' respective roles and responsibilities. CGGC3.3 provides for those minor or administrative changes that do not increase the Grantee's obligations to be notified to the Grantee without the need for a variation.

5.3. What conditions apply to payments?

72. This section of the user guide deals with the conditions that attach to the payment of the Grant. It covers making payments and repayments, withholding payments and spending payments.

- 73. CGGC8 deals with payment of the Grant. While the performance of the Activity is the Grantee's main obligation under the Agreement, payment of the Grant in accordance with the Grant Details is the Commonwealth's main obligation.
- 74. Where the Commonwealth reasonably believes the Grantee has failed to comply with the Agreement, or is unable to undertake the Activity, it may be able to withhold the Grant by giving notice. This could be relevant where the Grantee has not complied with the Agreement, for example, by failing to meet milestones. Withholding payments can seriously impact on the ability of the Grantee to continue to undertake the Activity so this option should be carefully considered. Any issues with the Grantee's performance of the Agreement should be discussed with the Grantee in a timely manner. If a payment is withheld, it is important that the Grantee is made aware of the reason and the action the Grantee can take to address the issue. This will enable it to be resolved as quickly as possible.
- 75. CGGC9.1 contains the second main obligation on the Grantee, which is to spend the Grant for the purpose of the Activity only. It also requires the Grantee to provide a signed statement verifying that the Grant was spent in accordance with the Agreement.
- 76. CGGC9.2 states the default position under the Agreement in relation to financial reporting and acquittals. At item 'E. Reporting' in the Grant Details, you should specify the form and content of the signed statement. You should also indicate who should sign the statement. This may be the Grantee's representative as indicated at item 'F. Party representatives and address for notices' of the Grant Details (see section 4.6 of the user guide). In other circumstances, it may be appropriate to specify some other representative of the Grantee, for example, the chief financial officer.
- 77. Under CGGC10.1, the Grantee agrees to repay any amount of the Grant that is misspent or that is additional to the requirements of the Activity, unless agreed otherwise.
- 78. CGGC10.2 allows the Commonwealth to deduct an amount to be repaid from future payments of the Grant or any amounts payable under another agreement between the Grantee and the Commonwealth, rather than requiring repayment. This may be more administratively efficient where there are future payments of the Grant to be made. This allows excess or misspent amounts of one Grant to be set off against another Grant with the same Grantee. However if this is done, the accounting for each Grant should be clear about the status of each.

5.4. How is information to be handled?

- 79. This section of the user guide deals with information under the Agreement. It covers record keeping, intellectual property, privacy and confidentiality.
- 80. CGGC11 contains the default record keeping requirement under the Agreement. Often grant agreements will specify a length of time for which the recipient must maintain records, for example, a five year period. Under this clause, the requirement to maintain records of expenditure cease when the Agreement ends. It is important that the Agreement End Date is after the time that all reports are provided. If additional record keeping requirements are required (whether financial records or other records associated with the conduct of the Activity) and you wish to specify a five year period after the Activity Completion Date for retaining records, you should use Supplementary Term 'G3. Record keeping'.
- 81. CGGC11 does not affect requirements on the Grantee to maintain records for reasons separate to the Agreement, for example, for tax purposes.

- 82. CGGC12.1 and CGGC12.2 contain the default position under the Agreement that the Grantee owns all the Intellectual Property Rights (IPR) in Activity Material and Reporting Material, except in the case of Existing Material with IPR originally owned by someone other than the Grantee. Whoever is the original owner of the IPR in Existing Material retains ownership. The Commonwealth is granted a licence with regard to Reporting Material only for Commonwealth Purposes. Activity Material, Reporting Material, Existing Material and Commonwealth Purposes are defined in the CGGC21.
- 83. The licence in CGGC12.3 allows the Commonwealth to use, reproduce, publish and adapt Reporting Material free for Commonwealth Purposes (which do not include commercial purposes). This licence covers, for example, reporting to Ministers or publishing on the entity website. This approach is consistent with paragraph 11.2 of the *Commonwealth Grants Rules and Guidelines*.
- 84. Where the purpose of the Grant is to produce some sort of product, such as a pamphlet or training tools, which the Commonwealth may want to use or adapt, the licence granted under CGGC12.3 is likely to be insufficient. Supplementary Term 'G5. Activity Material' provides a broader licence to the Commonwealth to use, reproduce, publish and adapt Activity Material
- 85. The template does not include specific provisions dealing with moral rights. If the proposed Activity includes the development of indigenous intellectual property; matters with a distinct religious, spiritual, moral or ethical context; work where there is a high degree of artistic sensitivity; or work that may need to be heavily adapted or edited by the Commonwealth, you should consider whether this template is appropriate. It may be that an agreement with a more detailed approach to IPR and moral rights is necessary.
- 86. CGGC13 defines the obligations on the Grantee with regard to Personal Information under the Agreement. The Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle. Personal Information and Australian Privacy Principles are defined in the <u>Privacy Act 1988</u>.
- 87. The Grantee is subject to, and required to comply with, the *Privacy Act 1988*. The Commonwealth also is subject to the *Privacy Act 1988*, including obligations relating to the Personal Information of the Grantee, its staff and beneficiaries.
- 88. CGGC14 concerns confidentiality. It is designed to be consistent with the obligations that exist at common law regarding confidential information.

5.5. How are risks managed?

- 89. This section of the user guide deals with the management of certain risks under the Agreement. It covers insurance and indemnities.
- 90. CGGC15 concerns the Grantee's obligation to maintain adequate insurance and to provide proof of insurance, when requested. Determining what is adequate insurance for a given Activity depends on the nature and circumstances of the Activity and the Grantee. In the context of a low-risk grant, the template assumes the Grantee, rather than the Commonwealth, is best placed to assess the type and amount of insurance required for the Activity.
- 91. CGGC16 deals with indemnities. An indemnity seeks protection for a Party against loss, which it might suffer as a result of the Activity. This clause sets out the Grantee's obligations in indemnifying the Commonwealth in respect to the Activity. The Commonwealth is responsible to the extent it contributed to the claim, loss or

damage. This clause is designed to be consistent with the obligations that exist at common law regarding indemnities.

5.6. How are disputes resolved?

- 92. This section of the user guide deals with dispute resolution under the Agreement.

 The expectation is that the Parties will seek to resolve disputes through negotiation.
- 93. CGGC17 requires the Grantee and the Commonwealth to attempt to resolve any dispute by negotiation before initiating any legal proceedings. However, the requirement to negotiate does not apply to actions relating to termination or urgent litigation.
- 94. Importantly, both Parties must continue to perform their respective obligations under the Agreement even where a dispute exists. This ensures that unrelated aspects of the Activity are not disrupted during the course of negotiations in relation to a dispute.

5.7. How is the Agreement ended early?

- 95. This section of the user guide deals with ending the Agreement before the Agreement End Date. It covers termination and cancellation as well as clauses that survive the end of the Agreement.
- 96. Under CGGC18, the Commonwealth can terminate the Agreement by notice where the Grantee has breached the Agreement, provided false or misleading statements in their application for the Grant, or where the Grantee encounters certain financial difficulties.
- 97. Terminating an Agreement for default has serious implications. In addition to considering the policy and program issues, you should consider seeking legal advice before using CGGC18 to terminate an Agreement.
- 98. CGGC19 provides that the Commonwealth can cancel the Agreement in limited circumstances, even though the Grantee may not have breached its obligations under the Agreement. The two circumstances include where there is a change in government policy or where there is a Change in Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with the Agreement. It is not expected that this clause would be used very often. However, there may be situations where it is appropriate for you to cancel a Grant.
- 99. Where a Grantee receives a notice of cancellation under this clause, it must stop performing the obligations of the Agreement, as specified in the notice, and take all available steps to minimise any loss resulting from the cancellation. This would include not entering into any new commitments in relation to the Activity.
- 100. Unlike termination for default (CGGC18), when the Commonwealth cancels an Agreement using CGGC19, the Commonwealth will be liable to pay certain amounts to ensure that the Grantee is not unfairly disadvantaged by the cancellation. This includes reimbursing reasonable expenses arising directly from the cancellation. What constitutes a reasonable expense will depend on the circumstances. However, it will not extend to indirect expenses or losses of prospective profits or benefits and cannot exceed the amount of the Grant.
- 101. Cancelling an Agreement for convenience has serious implications. In addition to considering the policy and program implications, you should consider seeking legal advice before using CGGC 19 to cancel an Agreement.
- 102. CGGC20 lists the CGGCs that will continue to operate after the Agreement has ended. These include the requirement to repay any amount not spent in accordance

December 2018

with the Agreement (CGGC10.1) and the Commonwealth's right to seek indemnification in relation to a claim arising under the Agreement, which may occur after the Agreement has ended.

5.8. What are the definitions?

103. CGGC21 lists terms defined under the Agreement. Definitions are designed to help clarify words which have a specific meaning under the Agreement. You should only use these words, when capitalised, the way they are defined in CGGC21.

6. Supplementary Terms

- 104. The Supplementary Terms are an additional component of the template. They are optional clauses you can include if necessary. The Supplementary Terms address some of the more common issues which are not covered by the CGGCs. Other than as indicated, you cannot amend or insert your own Supplementary Terms.
- 105. Supplementary Terms relate to a particular Grant so they are included as part of the Grant Details. Where multiple Grants are made under the one Agreement, each Grant will have its own Grant Details and, if necessary, its own Supplementary Terms.

IMPORTANT: You cannot draft your own additional Supplementary Terms to include in the template.

- 106. Any Supplementary Term that is not required should have all highlighted text within the relevant text box deleted, except the phrase 'Not Applicable'. This process ensures that you have considered and deliberately excluded the Supplementary Term from applying and retains consistent clause numbering between Agreements using the template. If no Supplementary Terms are included then delete all the text boxes and simply include 'Not Applicable' under the heading 'G. Supplementary Terms' (see Attachment A).
- 107. If, in the course of developing an Agreement for a particular Grant, you consider that significant additional provisions are required beyond those in the CGGCs and the Supplementary Terms, then you should reconsider your assessment of the Grant. It may be that this template is not appropriate for the Grant.

6.1. G1. Other Contributions

- 108. Where the Grant is contingent on the Grantee securing a contribution from someone other than the Commonwealth, this Supplementary Term can be included.
- 109. It is not uncommon for the Commonwealth to require a Grantee to secure contributions from other sources as a condition of the Grant. For example, the Commonwealth may be contributing 50 per cent of the funding for an Activity with the other 50 per cent to be sourced from the Grantee itself or from other organisations, such as a state government or a non-government organisation.
- 110. Supplementary Term 'G1. Other Contributions' provides for the amount, source and details of additional funding or in-kind contributions to be identified. This may be important where, for example, you consider that without the Grantee obtaining the Other Contributions, there is a risk the Grantee will not be able to undertake the Activity. In this situation, you can monitor whether Other Contributions are being made in a timely manner before continuing to make payments.

6.2. G2. Activity budget

- 111. Where the Grant is contingent on the Grantee providing a budget outlining how the Grant will be spent, this Supplementary Term can be included. You should carefully consider whether this is necessary for a low-risk grant.
- 112. The purpose of including the budget is to provide you with additional information regarding the expenditure and financial management of the Grant and Other Contributions. This Supplementary Term is similar to Supplementary Term 'G1. Other Contributions' and similar considerations are relevant to the decision to include it. If a budget is requested, you should consider whether it is also appropriate for the Grantee to report details of expenditure against the budget, noting the default reporting and acquittal requirements (see section 4.5).
- 113. The budget should cover the entire expenditure by the Grantee in relation to the Activity and not be restricted to expenditure of payments of the Grant from the Commonwealth. It is important to be aware that once a budget is included as part of the Agreement it can only be varied in accordance with the process outlined in the CGGCs (see CGGC7). This may create a burden for the Grantee. For this reason, you should ensure that any budget included is sufficiently flexible to allow the Grantee to respond to changes and properly undertake the Activity. For example, it would be most appropriate to express the budget as categories of expenditure rather than listing expenditure for all individual line items.

6.3. G3. Record keeping

- 114. The default position under the Agreement is that the Grantee will maintain records of the expenditure of the Grant for the duration of the Agreement (see CGGC11). Where an Activity warrants specific additional record keeping requirements you should include them here. This may include financial and non-financial records, for example, client records, or, where the Activity involves data collection or research, copies of the original surveys and consents from participants.
- 115. Supplementary Term 'G3. Record keeping' automatically includes some additional expenditure record keeping requirements relating to identification within accounts and records. It also requires the Grantee to make these records available to the Commonwealth upon request and establishes a record keeping period of five years after the Activity Completion Date, consistent with other legislative requirements.
- 116. Grantees will have in place their own accounting and records management arrangements, for example, in order to comply with corporate governance, tax and other regulatory requirements. It is unnecessary to replicate all the record keeping requirements which already exist in legislation. This clause can be used to set out any 'Grant-specific' requirements where appropriate.

6.4. G4. Audit and acquittal

- 117. The default position under the CGGCs is for the Grantee to provide a signed statement confirming that the Grant was spent in accordance with the Agreement (see CGGC9). This Supplementary Term provides two options for requiring financial statements with different levels of detail.
- 118. Option 1 requires a simple financial statement in relation to the income and expenses relating to the Grant and any Other Contributions (G1.1), within one month after the Activity Completion Date. You should take care that this is consistent with details of reports required at item 'E. Reporting' of the Grant Details. You should only include a reference to Other Contributions is the Grantee is required to account for Other Contributions.

December 2018

Department of Finance

- 119. Option 2 requires the Grantee to provide the Commonwealth with independently audited financial acquittal reports in relation to the income and expenses relating to the Grant and any Other Contributions (G1.1). As with Options 1, you should only refer to Other Contributions if the Grantee is required to account for these.
- 120. Obtaining an independent audit can be difficult and expensive, particularly in remote areas, and so Option 2 should only be included where it is absolutely necessary, consistent with the *Commonwealth Grants Rules and Guidelines*. In addition, you should consider carefully the risk rating of a Grant that requires independently audited financial acquittal reports.
- 121. If Option 2 is included you should consider the financial burden of obtaining independently audited financial acquittal reports. A component of the Grant should cover the cost of complying with this requirement. In particular, it is not expected that Option 2 would be appropriate in low-value, one-off grants, as the cost of compliance is likely to be disproportionately high in relation to the value of, and risks associated with, the Grant.

6.5. **G5.** Activity Material

- 122. The default position under the CGGCs is that the Intellectual Property Rights (IPR) in Activity Material is owned by the Grantee (except if it is Existing Material where the IPR is owned by another person). Activity Material is Material (other than Reporting Material) which is created or developed by the Grantee as a result of the Activity and includes Existing Material incorporated in or supplied with the Activity Material. The Commonwealth is given a limited licence in relation to Reporting Material as specified in item 'E. Reporting' of the Grant Details only. (See CGGC12 and CGGC21)
- 123. Supplementary Term 'G5. Activity Material' provides the Commonwealth with a broader and permanent licence to use, reproduce, publish and adapt all the Activity Material. The Grantee is required to warrant that providing the Activity Material and licence given to the Commonwealth will not infringe any third party's IPR. This should be borne in mind especially when Activity Material includes Existing Material where the IPR is owned by a third party.
- 124. It is expected this licence would only be used where the Commonwealth needs to adapt and use the products developed by the Grantee and where the Grant covers a considerable component of the cost of developing those products. An example might be where the Grant covers the cost of the Grantee conducting a pilot training program, including the development of training materials, and, if successful, you want to be able to make the training materials available to other participants in the relevant sector.
- 125. You should refer to the Australian Government Intellectual Property Manual for more information and guidance on the Commonwealth's policy on intellectual property.
- 126. Intellectual property law is a complicated area. If the Activity raises significant intellectual property ownership and licensing issues, then this template is unlikely to be suitable for your Grant.

6.6. **G6.** Access

127. Supplementary Term 'G6. Access' provides two options where the Commonwealth requires some access to the Grantee's records. Option 1 gives the Commonwealth, or anyone with written authorisation from the Commonwealth, a simple right of access for the purposes of verifying that the Grant was spent in accordance with the Agreement, if the Commonwealth so requests. Any reasonable expenses the

- Grantee incurs in complying with such request are to be reimbursed by the Commonwealth. This option may be suitable if you want to provide for some access just in case it may be needed, but do not want to impose a burden on the Grantee. If you use Option 1, you should take account of the potential cost of reimbursing the Grantee's costs in the event you exercise this right of access.
- 128. Option 2 gives the Commonwealth broader rights of access without any reimbursement of the Grantee's costs. This option gives the Commonwealth and authorised persons, including the Auditor-General and information officers under the *Australian Information Commission Act 2010* (Cth) a right to access the Grantee's premises and take copies of any Material relevant to the Activity. Accessing premises and removing Material is a significant power and is unlikely to be necessary for most Grants. Supplementary Term 'G6. Access' should only be included in situations where it is absolutely necessary.
- 129. Option 2 may be required in Agreements where end recipients/beneficiaries of the Grant are vulnerable persons, or where the Grantee will be handling Personal Information. This clause will enable the Commonwealth to confirm the Grantee is complying with relevant legislation and standards, particularly when the Commonwealth also has a regulatory role.

6.7. G7. Equipment and assets

- 130. Supplementary Term 'G7. Equipment and Assets' provides for additional conditions with regard to the purchase and use of equipment and assets with the Grant. It should only be used where equipment and assets are expected to form a large proportion of the Grant or there are a large number of assets required for the Activity.
- 131. An 'Asset' is any item of property purchased with the Grant (see CGGC21). The definition at CGGC21 allows you to specifically exclude one or all of Activity Material, Intellectual Property Rights or real property, if you don't want these to be treated as Assets for the purposes of this Supplementary Term. Under the Agreement, equipment and Assets purchased by the Grantee for the purpose of undertaking the Activity are owned by the Grantee. Where the cost of the Assets comprises a significant proportion of the Grant, cost overruns for these Assets can have a significant impact on the Grantee's ability to undertake and complete the Activity. The creation and maintenance of an Asset register can assist with managing Assets. This Supplementary Term requires the Grantee to obtain written approval before purchasing any equipment or Assets for \$5,000 (GST inclusive) or more that aren't listed in the Agreement. In addition, the Grantee agrees to maintain a register of all equipment and Assets purchased for \$5,000 (GST inclusive) or more.

6.8. G8. Relevant qualifications, skills or checks

- 132. Supplementary Term 'G8. Relevant qualifications, skills or checks' provides two options for use where personnel performing work in relation to the Activity must have qualifications or skills, or pass police or other checks. Due to the nature of the Activity, or tasks being performed, there may be specific qualifications required by legislation or industry standards, for example, police clearances, first aid or trade certificates.
- 133. Option 1 is non-specific and allows you to require the Grantee generally to ensure that all personnel are appropriately skilled, qualified and pass any necessary checks. This option may provide some assurance if you are uncertain about specific requirements. With regard to child safety, Option 1 should only be used if it is highly unlikely that personnel will interact with children.

- Option 2 allows you to list the specific relevant qualifications or skills that personnel are required to have or checks they are required to pass.
- 135. Some grant agreements contain provisions that require specific persons to perform specific tasks. This is generally inappropriate for low-risk grants and this template does not contain that type of clause. Rather, Option 2 allows you to specify the skills and qualifications that persons undertaking the Activity, or parts of the Activity, are required to have or the checks they are to pass, without specifying who those persons are.
- 136. If the Activity will involve contact with vulnerable persons, this template is not appropriate and you should use the Standard Grant Agreement template and incorporate the full Vulnerable Persons clause from the clause bank. A Vulnerable Person is defined for the purposes of the Grant Template Suite as: "an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason".
- 137. If the Activity will involve contact with children (individuals aged under 18 years), the Standard Grant Agreement template, incorporating the full Child Safety clause from the clause bank, should be used: a) where the Grant is for services directly to children; and b) for Grant Activities that involve contact with children that is a usual part of, and more than incidental to, the Grant Activity.
- 138. In other circumstances where the Activity involves children, Supplementary Term 'G8A. Child Safety' should be used if it is possible or likely that personnel will interact with children but not to the extent requiring the full Child Safety clause. Supplementary Term 'G8A. Child Safety' requires the Grantee to comply with all Australian law relating to employing or engaging people who work or volunteer with children. This includes working with children checks and mandatory reporting. The Commonwealth can ask the Grantee for an annual statement of compliance with this requirement.

6.9. G9. Activity specific legislation, policies and industry standards

- 139. Supplementary Term 'G9. Activity specific legislation, policies and industry standards' allows you to list relevant legislation, policy and/or industry standards that are particularly relevant to the Activity. Although it is not necessary to restate requirements that already exist in law, specific grant programs may have policy objectives which are relevant to promote when engaging with the community.
- 140. For some Activities, you may wish to ensure that the Grantee complies with your internal entity policies. For example, where the Grantee's personnel are likely to be interacting or working closely with entity staff, or regularly attending entity premises, it may be appropriate to list the Australian Public Service Code of Conduct or internal entity work, health and safety policies.
- 141. It is important to understand the purpose and potential consequences of including Supplementary Term 'G9. Activity specific legislation, policies and industry standards'. By including a requirement to comply with specific legislation or policy, the Grantee is bound by the Agreement to do so. Failure to comply could potentially expose the Grantee to the enforcement provisions of the Agreement, including withholding payments and/or termination for default.
- 142. Supplementary Term 'G9A. Fraud' allows you to specifically address the risk of fraud, if that is a risk in the circumstances of the Grant or your entity mandates a fraud clause in its agreements. However, if fraud is a risk you should consider whether this

template, which is designed for low risk, simple grant agreements, is the right template to use.

6.10. G10. Commonwealth material, facilities and assistance

- 143. Supplementary Term 'G10. Commonwealth Material, facilities and assistance' allows you to specify any Commonwealth Material or assistance to be provided to the Grantee by the Commonwealth, in addition to the Grant. Types of assistance that could be provided include documentation, equipment, access to premises and administrative support.
- 144. It is important to note that not including Supplementary Term 'G10. Commonwealth Material, facilities and assistance', or failing to include a particular form of assistance in this section, does not prohibit you from providing that assistance. Rather, this Supplementary Term allows you to include any items that may have formed the basis for reaching agreement to undertake the Activity.

6.11. G11. Jurisdiction

- 145. Supplementary Term 'G11. Jurisdiction' allows you to specify which jurisdiction's law will govern the Agreement. This may be appropriate where the Agreement is being used across a variety of states and territories.
- 146. It is not uncommon for Commonwealth grant agreements to specify that they are governed by the law of the Australian Capital Territory (ACT). This may make sense to the entity administering the grant and the drafter of the agreement, where they are based in the ACT. However, it may not be appropriate where the agreement is executed in a state office, for the purposes of a grant in that state. In this situation, it is likely that any disputes or other issues would be best dealt with by a court in the state applying the laws of that state (such as general contract law or any specific laws relevant to the Activity being undertaken).

6.12. G12. Grantee trustee of a Trust

- 147. Supplementary Term 'G12. Grantee trustee of a Trust' should be included where the Grantee is the trustee of a Trust.
- 148. Trusts can have a variety structures and differing constitutions. Similarly, the law that applies to Trusts may differ across jurisdictions. If you are entering into an Agreement with a Grantee who is the trustee of a Trust and the Grantee has raised any concerns with the inclusion of this clause or has proposed amendments to this clause, you should seek legal advice.

7. Signatures

- 149. The signatures page is where the Grantee and the Commonwealth indicate their assent to, and execute, the Agreement. Once the Agreement has been executed it will be 'on foot', and the Parties will be legally bound by it.
- 150. Included in the template are signature blocks for four common legal structures that will be relevant for entities likely to receive grants from the Commonwealth. You can modify the signature page to suit the particular Grantee. If you are unsure of the appropriate way to execute the Agreement you should seek legal advice.
- 151. A model signature block has not been included for trustees. If the Grantee is the trustee of a Trust you will need to determine the appropriate method of executing the Agreement.
- 152. In some situations, a representative of the Grantee (other than a Director, such as the Parties' representatives) will be executing the Agreement on behalf of the

December 2018

Department of Finance 19

Grantee. It is important that the signatory has sufficient authority to enter into the Grant on behalf of the Party they represent. You should ask the Grantee to confirm the way in which it will be executing the Agreement and the basis upon which this is being done. If necessary, seek legal advice.

8. Frequently asked questions

153. Can I write my own terms and conditions to include in the template?

No. To ensure consistency across all Simple (low-risk) Commonwealth grants, you cannot add to or amend the template except in the highlighted areas. If you consider that additional clauses are necessary or significant amendments need to be made, you should reconsider your assessment of the proposed grant as being 'low-risk'.

154. Can I change the way the template looks?

Yes. You can include your own entity insignia and references into the template, for example, on the cover page. However, you should be careful not to change the structure of the template, except in the highlighted areas, and make sure that any changes are applied consistently throughout the template.

155. Can I add additional documents to the template?

Yes. Where additional documents have been incorporated into the Agreement by reference you should include them in the Agreement as schedules. For example, you may wish to include reporting templates under item 'E. Reporting' in the Grant Details, so that it is clear to the Grantee what is the required format for reports. This could be done by including the reporting template as an additional schedule at the end of the Agreement and including a reference in item 'E. Reporting'.

You cannot add additional terms and conditions to the template as schedules.

156. Can I use the template for multiple grants?

Yes. The template has been designed to accommodate multiple Grants or Activities. However, adding additional grants or activities to the Agreement may increase the complexity of the Agreement and may affect the overall risk profile of the Agreement. It will be inappropriate to use the template for multiple Grants where this would cause the Agreement to be considered medium or high risk. Regardless of how many Grants are included in the Agreement the template should only be used for low-risk grants.

Only Grants with the same Grantee can be covered by the one Agreement. Where the Grantee is a different legal entity - even where it is part of the same corporate 'group' - a new Agreement should be used.

157. Why doesn't the template require Commonwealth approval of subcontractors?

This template is designed for use in relation to low-risk grants - with the Grantee responsible for the performance of the Activity and compliance with the requirements of the Agreement. You should carefully consider if the identity of subcontractors is a material issue. Where it is, you should reconsider your assessment of the proposed grant as 'low-risk' and the use of the template.

158. Can I specify my own insurance requirements?

No. The default position under the Commonwealth General Grant Conditions (CGGCs) is that the Grantee is required to maintain adequate insurance for the duration of the Agreement. Generally, the Commonwealth is not best placed to determine specific insurance requirements. If specific detail regarding the amount and/or types of insurance the Grantee should hold is a material consideration, or otherwise formed part of the risk assessment for the proposed grant, you should reconsider the assessment of the proposed grant as 'low-risk'.

159. Why don't the Commonwealth General Grant Conditions (CGGCs) require the Grantee to maintain records for five years like other grant agreements?

The CGGCs contain the default record keeping clause under the template (see CGGC11). For many low-risk grants, requiring the Grantee maintain records for 5 years after the agreement ends is unnecessary. Where you need additional record keeping requirements, beyond those in the CGGCs, you can include Supplementary Term G3 which requires that the Grantee maintain records for a period of five years after the Agreement ends.

160. Who owns intellectual property created under the template?

Under the CGGCs, the Grantee owns the Intellectual Property Rights in Material created under the Agreement, and the Commonwealth has a licence to all reporting Material required in the Grant Details. This will generally be sufficient for your entity's purposes. Supplementary Term 'G5. Activity Material' provides an optional additional clause which provides the Commonwealth with a licence to all other Material created under the Agreement. You should consider carefully the need to include Supplementary Term 'G5. Activity Material' - taking into account the nature of the Material that will be produced by the Grantee and the extent to which the Commonwealth will need to be able to use that Material. You should also consider this issue from the perspective of the Grantee and the intended outcomes of the Grant, for example, possible commercialisation of any intellectual property by the Grantee.

161. What is 'cancellation for convenience'? How is it different to 'termination for convenience'?

Many Commonwealth grant agreements include a 'termination for convenience' clause. These clauses seek to provide the Commonwealth with the power to terminate an agreement usually for any reason, at any time. This can be necessary because circumstances may require the Government to end a particular program early, for example, due to a change in policy. The cancellation for convenience clause is similar. However, it may be narrower in scope than some termination for convenience clauses. In addition to considering the policy and program implications of the cancellation of an Agreement, you should also seek legal advice before taking any action under this clause.

Glossary

Activity means the activities described in the Grant Details of an Agreement.

Activity Completion Date means the date or event specified 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 and includes any Existing Material that is incorporated in or supplied with the Activity Material.

Agreement means an Agreement created using the template and includes the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.

Agreement End Date means the date or event specified in the Grant Details.

Asset means any item of property purchased wholly, or in part, with the use of the Grant [, excluding Activity Material [and/, Intellectual Property Rights] [and real property]]

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 entity specified in the Agreement, and includes, where relevant, its officers, employees, contractors and agents.

Commonwealth General Grant Conditions (CGGCs) means the document titled Commonwealth General Grant Conditions that forms part of an Agreement.

Commonwealth Purposes does not include commercialisation or the provision of the Material to a third party for its commercial use.

Existing Material means Material developed independently of an Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.

Grant means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details of the Agreement and (optionally) includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.

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 an Agreement. It describes the purpose of the Grant, the details of the Activity to be undertaken and the payments to be made, as well as any supplementary terms that apply to the Activity, such as specific legislative requirements or industry standards.

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 and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Supplementary Terms means the optional terms contained in item 'G. Supplementary Terms' in the Grant Details.



Commonwealth Grant Agreement

between the Commonwealth of Australia represented by the

Department of Finance

and

Joan Citizen

Contents

Grant Agreement [GA2012/01]	4
Parties to the Agreement	4
Background	4
Scope of this Agreement	4
Grant Details [GA2012/01.01]	5
A. Purpose of the Grant	5
B. Activity	5
C. Duration of the Activity	
D. Payment of Grant	5
E. Reporting	5
F. Party representatives and address for notices	5
G. Supplementary Terms	6
Signatures	
Commonwealth General Grant ConditionsSchedule	

Grant Agreement [GA2019/01]

Parties to the Agreement

The Grantee

Full legal name of Grantee	Joan Citizen	
Legal identity (e.g. individual, incorporated	Individual	
association, company, partnership etc)		
Registered for GST?	No	
Relevant business place (if different)	123 Canberra Street	
Telephone	(55) 555 5555	
Email	Joan.Citizen@email.com.au	

The Commonwealth

The Commonwealth of Australia represented by Department of Finance One Canberra Avenue, Forrest ACT 2603 ABN 61970 632 495

Background

The Commonwealth of Australia (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 each Grant and undertake each Activity in accordance with this Agreement and relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) Supplementary Terms (if any);
- (c) the Commonwealth 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.

December 2018

Department of Finance Page iii of ix

Grant Details [GA2019/01.01]

A. Purpose of the Grant

The purpose of the Grant is to promote understanding of the Commonwealth's financial framework.

The Grant is being provided as part of the Helping Individuals Understand the Financial Framework course.

B. Activity

Attend a session of the Understanding the Financial Framework course during July 2019.

Provide a copy of the certificate of completion and a signed statement indicating the Grant was spent in accordance with the Agreement to the Commonwealth within 14 days of completing the course.

C. Duration of the Activity

The Activity starts on 1 July 2019 and ends on 30 July 2019, which is the Activity Completion Date.

The Agreement ends on 31 August 2019, which is the Agreement End Date.

D. Payment of Grant

The total amount of the Grant is \$5000.00 (GST incl).

GST is payable on the Grant.

The Grantee must ensure that the Grant is 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) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

Account Name: Joan Citizen

BSB: 121-232

Account Number: 121232-0000

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

A signed statement indicating that the Grant was spent in accordance with this Agreement.

A copy of the certificate of completion of Helping Individuals Understand the Financial Framework course.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Joan Citizen	
Position	Not Applicable	
Postal/physical address(es)	123 Canberra Street Canberra Act 2600	
Business hours telephone	(55) 555 6666	
Mobile	1212 121 121	
Fax	Not Applicable	
E-mail	Joan.Citizen@email.com.au	

Commonwealth representative and address

Name of representative	Public Servant #3702	
Position	Grant Agreement Manager	
Postal/physical address(es)	1 Canberra Avenue, Forrest, ACT 2600	
Business hours telephone	(55) 555 6666	
Mobile	1212 323 323	
Fax	(55) 555 7777	
E-mail	3702@finance.gov.au	

The Parties' representatives will be responsible for liaison and the day-to-day management of this Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Supplementary Terms

Not Applicable.

Signatures

Executed as an agreement:

Commonwealth of Australia:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Finance.	
Name: (print) Position: (print) Signature and date:	Public Servant #3702 Grants Agreement Manager P Servant 1 November 2018
Witness Name: (print) Signature and date:	Private Master Mills P Master Mills 1 November 2018

Grantee:

Full legal name of the Grantee:	Joan Citizen
Signatory Name:	
(print)	Joan Citizen
Signature and date:	
	Joan Citizen 1 November 2018
Witness Name:	
(print)	John Dough
Signature and date:	
	John Dough 1 November 2018

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 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity or its other requirements 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.
- 3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7.

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 is responsible for with the performance of its obligations under 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 Agreement.

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 or amounts payable under another agreement between the Grantee and the Commonwealth.

11. Record keeping

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

12. Intellectual Property

- 12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.
- 12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- 12.3 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

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 Completion Date means the date or event specified 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 and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- 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.
- Agreement End Date means the date or event specified in the Grant Details.
- Asset means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property].
- 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.
- Existing Material means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity 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 and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Commonwealth Standard Grant Agreement

between the Commonwealth represented by

[insert Commonwealth entity]

and

[insert Grantee]

Drafting Instructions

Instructions to assist you to complete this Agreement are in black text on a grey background. Where you need to insert details or choose whether to include the relevant text the text is highlighted in yellow. Standard model clauses are in black text and are not highlighted. Don't forget to delete any options you do not use. Delete this box and all drafting notes and all yellow highlighting before providing this Agreement to the Grantee.

The Standard Grant Agreement Template User Guide provides further guidance and is available at: https://www.finance.gov.au/resource-management/grants/.

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

You should enter the specific details of each particular Grant, such as the purpose of the Grant, the Parties involved, and the details of the Activity to be undertaken, in the **Grant Details**. The Grant Details also include any Supplementary Terms that apply to the Grant.

You can include terms, in addition to those contained in the Commonwealth Standard Grant Conditions, in the **Supplementary Terms**. You can only include Supplementary Terms that come from the Standard Agreement Clause Bank. You should consider the scope and subject matter of a particular Grant when deciding whether or not to include a particular Supplementary Term.

Representatives of the Commonwealth and the Grantee must sign the Agreement on the signatures page.

Multiple Grants in one Agreement

It is possible for more than one Grant to be covered by one Agreement. This is achieved by completing a separate Grant Details for each Grant - and including in Item A of the Grant Details for each Grant, a reference to the main Agreement. When entering into a Grant with a Grantee for the first time, or where a new Grant is to be a standalone agreement, the Grant Agreement section should be completed to create the new Agreement. When providing a subsequent Grant to a Grantee that is to form part of an existing Agreement, complete a new Grant Details section but delete the Grant Agreement section - the information in the existing Agreement will apply.

Further guidance on issues to consider when deciding whether to enter into a 'new' Agreement for a subsequent Grant or whether to add it to an existing Agreement can be found on the Finance website.

The **Commonwealth Standard Grant Conditions** (Standard Grant Conditions) at Schedule 1 define the standard rights and obligations, and contain definitions, that apply to the entire Agreement. These conditions cannot be changed. However, any Supplementary Terms included in the Grant Details will take priority over the Standard Grant Conditions in the event of inconsistency. Note that any Supplementary Terms included in the Grant Details will only apply to the specific Grant covered by the Grant Details. Where a subsequent Grant is being provided under an existing Agreement, when completing the Grant Details for the Grant you will need to consider again whether any of the Supplementary Terms should apply to that Grant and include or delete as appropriate.

Contents Supplementary Terms from Clause Bank11

	18. Management Adviser	
	19. Indemnities	11
	20. Compliance with Legislation and policies	11
	21. Work health and safety	11
	22. Transition	12
	23. Corporate governance	12
	23A. Incorporation requirement	12
	24. Counterparts	12
	25. Employees subject to SACS Decision	12
	26. Program interoperability with National Disability Insurance Scheme	12
	27. Rollover of Surplus and Uncommitted Funds	12
	28. Secret and Sacred Indigenous Material	12
Si	ignatures	13
So	chedule 1: Commonwealth Standard Grant Conditions	15

Grant Agreement [insert reference number/name/project]

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

Parties to this Agreement

[You should provide details of both the Grantee and your entity, which represents the Commonwealth. Not all the information will be necessary for every Grantee or every Agreement. However, enough information must be included to properly identify the Grantee including their full legal name. If the Grantee is a trustee of a Trust, you should ensure that you include both the full legal name of the Grantee, and the full name of the Trust. In this situation, check that the ABN that is included is the ABN that relates to the Trust (rather than the trustee itself).]

The Grantee

Full legal name of Grantee	[insert details]
Legal entity type (e.g. individual, incorporated	[insert details]
association, company, partnership etc)	
Trading or business name	[insert details]
Any relevant licence, registration or provider	[insert details]
number	
Australian Company Number (ACN) or other entity	[insert details]
identifiers	
Australian Business Number (ABN)	[insert details]
Registered for Goods and Services Tax (GST)?	[insert details]
Date from which GST registration was effective?	[insert details]
Registered office (physical/postal)	[insert details]
Relevant business place (if different)	[insert details]
Telephone	[insert details]
Fax	[insert details]
Email	[insert details]

The Commonwealth

The Commonwealth of Australia represented by [full entity name]

[address]

ABN [insert entity ABN]

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 each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

(a) this document;

- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard 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 [insert reference number/name/project]

[When completed, the Grant Details should contain all the information necessary for the completion of the Activity for which the Grant was provided and the provision of any reports necessary for evaluation of the Grant.]

A. Purpose of the Grant

[You should clearly set out the outcomes and the operational objectives of the Grant. This should be a brief summary of the aims/objectives of the Grant and not the specific details of the Activity (which should appear at Item B). The purpose of the Grant should be consistent with any guidelines issued by the Entity relating to the grant opportunity or program. Details of any grant opportunity or program the Grant belongs to should also be included where relevant. If this Grant is being provided under an existing Agreement with the Grantee, details of that Agreement should be included here – as noted above, in this situation you should delete the Grant Agreement section on the previous pages.]

The purpose of the Grant is to [insert details of activity aims or objectives].

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee dated [insert date] [insert reference number/name].

The Grant is being provided as part of the [insert details of the grant opportunity or program].

B. Activity

[You should include a detailed description of the Activity linked to relevant key performance indicators. If appropriate, this can be structured using 'milestones' or 'stages' - particularly if the Grant is to be paid in instalments or where the Grantee will be required to provide any reporting of the Activity (whether performance or financial). The details of any reports required as part of the Activity should be included at Item E below. If appropriate, you should include details of anything that is <u>not</u> part of the Activity and therefore not able to be covered by the expenditure of the Grant.]

[insert details]

C. Duration of the Grant

[You should specify the anticipated Activity start date and Activity Completion Date. Make sure you leave enough time between the Activity Completion Date and the Agreement End Date to allow for the submission and acceptance of any reporting required under Items B and E.]

The Activity starts on [insert date/event].

The Activity (other than the provision of any final reports) ends on [insert date/event] which is the Activity Completion Date.

The Agreement ends on [insert date/event or state 'when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement'] which is the Agreement End Date.

[The following schedule provides an example of how you might specify the timing of specific events. Milestones should be clearly linked with the description of the Activity in item 'B. Activity' above and/or any reporting requirements in item 'E. Reporting' below.]

Activity Schedule			
Milestone	Due Date		
[insert event]	[insert date]		
[insert event]	[insert date]		
[insert event]	[insert date]		

D. Payment of the Grant

[You should describe the amount of the Grant, whether or not GST is payable on the Grant, the nominated bank account for the Grant payment(s), and timing of payment(s). If you do not include the Grantee's nominated bank account details below, you will need to ensure that you have a process for obtaining and confirming the details of the bank account into which the Grant is to be paid. If applicable, you may wish to specify whether interest can or cannot be earned on the Grant. If you specify that interest can be earned, you should also consider whether to include the text at the definition of 'Grant' at Commonwealth Standard Grant Condition 22 that the Grant includes interest earned by the Grantee on the money. As noted in item 'C. Duration of the Activity' above, if the Grant is going to be paid in instalments, these should be linked to the milestones or stages used in the description of the Activity.]

The total amount of the Grant is [insert amount] (GST [incl/excl]).

GST [is/ is not] payable on the Grant.

[Interest [can/ cannot] be earned on the Grant.]

The Grantee's nominated bank account into which the Grant is to be paid is [insert bank account details/ to be advised].

[The following payment schedule provides an example of how you might specify the timing of payments. Milestones should be clearly linked with the description of the Activity in item 'B. Activity' above.]

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

[insert any additional details]

Milestone	Anticipated date	Amount	<mark>GST</mark>	Total
		(excl. GST)		(incl. GST)
[insert relevant	[insert date]	<pre>\$[insert amount]</pre>	<pre>\$[insert amount]</pre>	<pre>\$[insert amount]</pre>
<mark>event e.g. on</mark>				
<mark>signature of</mark>				
<mark>agreement or</mark>				
acceptance of				
progress report]				
Total Amount		<pre>\$[insert amount]</pre>	<pre>\$[insert amount]</pre>	<pre>\$[insert amount]</pre>

[If relevant, you should include your invoicing requirements. Where the Grant is subject to GST, you must ensure that you include all requirements for the invoice to be a 'tax invoice' for the purposes of relevant GST legislation. Where your Entity will be issuing Recipient Created Tax Invoices, this should be detailed here.]

Invoicing

Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must:

[insert invoicing details]

[OR]

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes it relation to the Activity.

[insert administrative details around RCTIs, for instance, when and how a RCTI will be issued and what the Grantee is required to do: "The Commonwealth will issue the Grantee with a RCTI at the end of each quarter. The Grantee must verify the contents, sign the invoice, and return it to the Commonwealth before a payment will be made."

E. Reporting

[In this section you should clearly establish any reporting requirements that form part of the Activity. You should include a description of what should be included in the report, details of any particular certification or 'sign-off' (e.g. signed by the chief executive officer, an auditor etc) and the date by which the report is to be provided. The default position under clause 10 of the Commonwealth Standard Grant Conditions is that acquittals require a signed statement by the Grantee. You should indicate who is required to sign the statement here if there is a requirement for a particular individual to do so. If the Grantee is required to provide unaudited financial statements, include Alternative Option 1 to clause 10 of the Commonwealth Standard Grant Conditions. If the Grantee is required to provide independently audited financial reports, include Alternative Option 2 to clause 10 of the Commonwealth Standard Grant Conditions. These requirements should be indicated here also.

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

[insert details of reports required (e.g. milestone or progress reports, financial reports or data that directly contributes to the monitoring and evaluation of the Activity and the Grantee's performance)]

F. Party representatives and address for notices

[In this section you should include the name and/or position and contact details of the representatives of the Parties. The 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. The representatives may or may not be the signatories to the Agreement.]

Grantee's representative and address

-		
[Name]	[insert details]	
[INUITIE]	[msert details]	

[Position]	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
Mobile	[insert details]
Fax	[insert details]
E-mail	[insert details]
[Alternative contact]	[insert details]

Commonwealth representative and address

[Name]	[insert details]
[Position]	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
Mobile	[insert details]
Fax	[insert details]
E-mail	[insert details]
[Alternative contact]	[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. Activity Material

[Activity Material means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material].

Activity Materials	[insert details]
	[insert details]

Supplementary Terms from Clause Bank

[You should only include Supplementary Terms which are necessary to the transparency and accountability requirements of the Commonwealth and the effective completion of the Activity. A list of Supplementary Terms dealing with some of the more common issues is set out in the Commonwealth Standard Grant Agreement Clause Bank. You cannot add to or amend the Supplementary Terms, except where you are asked to insert details. If no Supplementary Terms are used, insert the words "Not Applicable" under the Supplementary Term heading.]

- 1. Other Contributions
- 2. Activity Budget
- 3. Intellectual property in Activity Material
- 3A. Intellectual property research
- **3B. Creative Commons licence**
- 4. Access/Monitoring/Inspection
- 5. Equipment and Assets
- 6. Specified Personnel
- 7. Relevant qualifications, licences, permits, approvals or skills
- 8. Vulnerable Persons
- 9. Child safety
- 10. Commonwealth Material, facilities and assistance
- 11. Jurisdiction
- 12. Grantee trustee of Trust
- 13. Fraud
- 14. Prohibited dealings
- 15. Anti-corruption
- 16. Step-in rights
- 17. Grant Administrator
- 18. Management Adviser
- 19. Indemnities
- 20. Compliance with Legislation and policies
- 21. Work health and safety

- 22. Transition
- 23. Corporate governance
- 23A. Incorporation requirement
- 24. Counterparts
- 25. Employees subject to SACS Decision
- 26. Program interoperability with National Disability Insurance Scheme
- 27. Rollover of surplus and uncommitted funds
- 28. Secret and Sacred Indigenous Material

Signatures

Executed as an agreement:

[You will need to consider the legal status and structure of the Grantee. The execution clause may need to be amended to reflect this. You should contact your legal area if you have any uncertainty as to how the Grantee should execute the Agreement. This is particularly the case where the Grantee is a partnership or a trust, or where the Grantee proposes an alternative form of execution clause.]

				lwe	1	- 1
1 4	าท	nm	\mathbf{n}	TATC	וכינ	th:
•			vi		-au	LII.

[Select or insert the appropriate signature block depending on the nature of Grantee. Delete the signature blocks that are not used.]

Grantee:

[If Grantee is an Individual]

Full legal name of the Grantee:	[insert name of the Grantee and any ABN]
Signatory Name:	
(print)	
Signature and date:	
Witness Name:	
(print)	
Signature and date:	

[OR]

[If Grantee is a Company]

Name of Company:	[insert name of company and any ABN, ACN or ARBN]
Director's Name:	
(print)	
Signature and date:	

Director/Company Secretary Name: (print) Signature and date:	
[OR]	
If Grantee is an Incorporated Association	l
Full legal name of the Grantee:	[insert name of incorporated association and any ABN or other registration number]
Public Officer's Name: (print) Signature and date:	
Committee Member/Secretary Name: (print) Signature and date:	
[OR]	
[If Grantee is a Partnership]	
Full legal name of the Grantee: Partner's Name: (print) Signature and date:	[insert name of partnership and any ABN]
Partner's/Witness Name: (print) Signature and date:	

[OR]

[If Grantee is a trustee of a Trust, you should confirm the legal status of the trustee and use the appropriate ABN and execution clause. For example, if the trustee is a company, use the company execution clause. Make sure that you use the name of the trustee (NOT the Trust) as the 'name' of the Grantee - as the trustee is the legal entity entering into the Agreement. If requested by the Grantee, the words 'as trustee of the XXX Trust' could be included at the end of the name.]

Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

- 1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.
- 1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:
 - (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
 - (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

2. Payment of the Grant

- 2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.
- 2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:
 - (a) the Grantee has not complied with this Agreement;
 - (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
 - (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.
- 2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.
- 2.4 The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

2. Payment of the Grant (^Alternative Option 1^)

- 2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.
- 2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:
- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.
- 2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.
- 2.4 The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.
- 2.5 The Grantee agrees to hold the Grant in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia.

2. Payment of the Grant (^Alternative Option 2^)

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

- 2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:
- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.
- 2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.
- 2.4 The Commonwealth will only pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.
- 2.5 The Grantee agrees to hold the Grant in an account:
- (a) in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the Banking Act 1959 (Cth) to carry on banking business in Australia;
- (b) that is established solely for the purpose of the Activity; and
- (c) that is separate from the Grantee's other operational accounts.

3. Acknowledgements

- 3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.
- 3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3. Acknowledgements (^Alternative Option^)

- 3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.
- 3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.
- 3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

4. Notices

- 4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.
- 4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

4. Notices (*Alternative Option*)

- 4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.
- 4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

- 4.3 A notice is deemed to be effected:
- (a) if delivered by hand upon delivery to the relevant address;
- (b) if sent by post upon delivery to the relevant address; or
- (c) if transmitted electronically upon actual receipt by the addressee.
- 4.4 A notice received after 5.00 pm, or on a day that is a Saturday, Sunday or public holiday, in the place of receipt, is deemed to be effected on the next day that is not a Saturday, Sunday or public holiday in that place.
- 4.5 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature, provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 8.

5. 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.

6. Subcontracting

- 6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.
- 6.2 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. Subcontracting (^Alternative Option 1^)

- 6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.
- 6.2 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.
- 6.3 The Grantee agrees not to subcontract any part of the performance of the Activity without the Commonwealth's prior written consent. The Commonwealth may impose any conditions it considers reasonable and appropriate when giving its consent.

6. Subcontracting (^Alternative Option 2^)

- 6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.
- 6.2 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.
- 6.3 The Grantee agrees not to subcontract any part of the performance of the Activity without the Commonwealth's prior written consent. The Commonwealth may impose any conditions it considers reasonable and appropriate when giving its consent.
- 6.4 The Grantee agrees to remove a subcontractor from the Activity at the reasonable request of the Commonwealth and at no additional cost to the Commonwealth.

7. Conflict of interest

- 7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.
- 7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:
 - (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the

conflict; and

(b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

- 8.1 This Agreement may be varied in writing only, signed by both Parties.
- 8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.
- 8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.
- 8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

- 9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.
- 9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- 9.3 If at the commencement of the Agreement the Grantee is not registered for GST and during the term of the Agreement the Grantee becomes, or is required to become, registered for GST, the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST.

9. Taxes, duties and government charges (^Alternative Option^)

- 9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.
- 9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- 9.3 The Parties acknowledge and agree that they each:
- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.
- 9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.
- 9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.
- 9.6 If the Grantee is not, or not required to be, registered for GST, then:
- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

10. Spending the Grant

- 10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.
- 10.2 Within one month after the Activity Completion Date, the Grantee agrees to provide a statement signed by the Grantee in a form specified by the Commonwealth verifying the Grant was spent in accordance with this Agreement.

10. Spending the Grant (^Alternative Option 1^)

- 10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.
- 10.2 Within one month after the Activity Completion Date [and at least every 12 months during the term of the Activity], the Grantee agrees to provide [a] financial statement[s] signed by the Grantee verifying the Grant was spent in accordance with this Agreement.
- 10.3 A statement under clause 10.2 must include an income and expenditure statement in relation to the Grant and the Activity for each financial year of the Agreement.

10. Spending the Grant (^Alternative Option 2^)

- 10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.
- 10.2 Within the timeframe specified by the Commonwealth (and if no timeframe is specified, three months) after the Activity Completion Date, and each 12 month anniversary of the Activity's start date during the term of the Activity, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.
- 10.3 The reports under clause 10.2 must be audited by:
- (a) a Registered Company Auditor under the Corporations Act 2001; or
- (b) a certified Practising Accountant; or
- (c) a member of the National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

11. Repayment

- 11.1 If any amount of the Grant:
 - (a) has been spent other than in accordance with this Agreement; or
 - (b) is additional to the requirements of the Activity;

then the Commonwealth may by written notice:

- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.
- 11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:
 - (a) the Grantee must do so within the time period specified in the notice;
 - (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
 - (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records relating to the expenditure of the Grant and the conduct and management of the Activity and provide copies of the records to the Commonwealth upon request.

12. Record keeping ("Alternative Option")

- 12.1 The Grantee agrees to keep financial accounts and other records that:
- (a) detail and document the conduct and management of the Activity;
- (b) 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
- (c) enable all receipts and payments related to the Activity to be identified and reported.
- 12.2 The Grantee agrees to keep the records for five years after the Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting

- 13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.
- 13.2 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

13. Reporting and liaison (^Alternative Option 1^)

- 13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.
- 13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:
- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements, in relation to the Activity.
- 13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.
- 13.4 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the Criminal Code Act 1995 (Cth).

13. Reporting, liaison and review (^Alternative Option 2^)

- 13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.
- 13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:
- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements, in relation to the Activity and any Commonwealth review or evaluation of it.
- 13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.
- 13.4 If, at any time, a Party reasonably believes that the Activity is unlikely to fully meet the purpose of the Grant, or there are Activity risks that need to be addressed, that Party may provide written notice to the other Party setting out its reasons for that belief and proposing steps that could be taken to better achieve that purpose or address those risks. The Parties agree to work co-operatively to:

- (a) consider, and negotiate in good faith, any change proposed under this clause 13.4; and
- (b) implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 8.1.
- 13.5 Except to the extent the Parties agree a variation under clause 8.1, clause 13.4 does not limit any of a Party's other rights under this Agreement.
- 13.6 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

- 14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:
 - (a) to comply with the requirements of the Privacy Act 1988 (Cth); and
 - (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Privacy (^Alternative Option 1^)

- 14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:
- (a) to comply with the requirements of the Privacy Act 1988 (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause; and
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

14. Privacy (^Alternative Option 2^)

- 14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:
- (a) to comply with the requirements of the Privacy Act 1988 (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause; and
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.
- 14.2 In carrying out the Activity, the Grantee agrees not to send any Personal Information outside Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

15. Confidentiality

- 15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.
- 15.2 The Commonwealth may disclose the Grantee's confidential information where;
 - (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;

- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

16. Insurance (^Alternative Option 1^)

- 16.1 The Grantee agrees to [effect and] maintain for as long as any obligations remain in connection with this Agreement:
- (a) workers compensation insurance as required by law;
- (b) adequate and appropriate public liability insurance;
- (c) insurance against any loss or damage to an asset for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants; and
- (d) any other additional insurance specified in the Grant Details.
- 16.2 The Grantee agrees to provide proof of insurance to the Commonwealth upon request and within the time specified in the request.

16. Insurance (^Alternative Option 2^)

- 16.1 The Grantee agrees to:
- (a) conduct a risk assessment to identify the risks associated with undertaking the Activity; and
- (b) effect and maintain adequate and appropriate insurance to mitigate the risks identified in the risk assessment prepared under clause 16.1(a).
- 16.2 The Grantee agrees to provide proof of insurance to the Commonwealth upon request and within the time specified in the request.

17. Intellectual property

- 17.1 Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.
- 17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- 17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.
- 17.4 The licence in clause 17.3 does not apply to Activity Material.

18. Dispute resolution

- 18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.
- 18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.
- 18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.
- 18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

- 18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.
- 18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

- 19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.
- 19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:
 - (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
 - (b) take all available steps to minimise loss resulting from the reduction;
 - (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
 - (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.
- 19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;
- the Commonwealth may by written notice:
- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
- (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

- 19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:
 - (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or

- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.
- 19.3.2 The Grantee agrees, on receipt of the notice of termination, to:
 - (a) stop the performance of the Grantee's obligations;
 - (b) take all available steps to minimise loss resulting from the termination; and
 - (c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

- 20.1 The Commonwealth may cancel or reduce the scope of 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 reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.
- 20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:
 - (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that reduction or cancellation;
 - (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
 - (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.
- 20.3 In the event of reduction or cancellation under this clause, 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 and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.
- 20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.
- 20.5 The Commonwealth's liability to pay any amount under this clause is:
 - (a) subject to the Grantee's compliance with this Agreement; and
 - (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.
- 20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.
- 20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);

Commonwealth Standard Grant Conditions

Schedule 1

- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- [^any applicable provisions included from the clause bank^]; and
- Any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

In this Agreement, unless the contrary appears:

- Activity means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- Activity Completion Date means the date or event specified 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 and includes any Existing Material that is incorporated in or supplied with the Activity
 Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- Agreement End Date means the date or event specified 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 Purposes includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;

but in all cases:

- e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- Commonwealth Standard Grant Conditions means this document.
- Existing Material means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details [and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee].
- **Grantee** means the legal entity other than the Commonwealth 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*.
- Records includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.



Commonwealth Standard Grant Agreement Template

User Guide

VERSION 2.0 | DECEMBER 2018 |

Table of Contents Introduction......2 How the template works 2 Part 1: Introductory Information 4 1.1 Parties to the Agreement4 1.2 Scope of this Agreement4 1.3 2. Part 2: Grant Details 5 Item A. Purpose of the Grant5 2.1 2.2 Item B. Activity5 2.3 2.4 2.5 2.6 2.7 Item G. Activity Material......7 3. Part 3: Supplementary Terms from the Clause Bank 8 5.1 5.2 What conditions apply to payments?......21 5.3 5.4 How is information to be handled? 24 5.5 5.6 5.7

Introduction

- 1. Similar to the Simple (previously known as Low Risk) user guide, this user guide is designed to assist you to use the Commonwealth Standard Grant Agreement Template (the template). This user guide must be read in conjunction with the template, which is available on the Department of Finance website http://www.finance.gov.au/.
- 2. Questions relating to the user guide or the template can be sent via email to grants@finance.gov.au.

How the template works

- 3. This part explains the template section-by-section and provides guidance on how to use the template.
- 4. The template is designed to be used for a range of common grants administered across the Australian Government.
- 5. It has been drafted with interchangeable Standard Grant Conditions (SGCs), which can be substituted where an alternative option is offered, and includes a Clause Bank with additional optional Supplementary Terms. These Supplementary Terms can be included in the Agreement where necessary or appropriate.
- 6. To ensure consistency, only add, amend or substitute content where the template indicates.
- 7. Do not re-order or remove any sections of the template, except where indicated.
- 8. If other amendments to the template are required for a particular grant, you should consider whether the Standard Grant Agreement Template is appropriate.

Structure of the Template

- 9. Once the template has been completed and signed by both Parties, five parts will form the Agreement between the Commonwealth and the Grantee:
- 10. <u>Part 1</u>: The introductory information sets out details of who is entering into the Agreement (the Parties involved) and explains the nature and structure of the Agreement.
- 11. <u>Part 2</u>: The Grant Details describe the purpose of the Grant, the details of the Activity to be undertaken and the payments to be made as well as other critical information that apply to the Activity.
- 12. You enter the specific details of the particular Grant into the Grant Details. The Grant Details comprise the following:
 - A. Purpose of the Grant
 - B. Activity
 - C. Duration of the Grant
 - D. Payment of the Grant
 - E. Reporting
 - F. Party Representatives and address for notices
 - G. Activity Material.

- 13. Part 3: The Supplementary Terms component is an optional component of the template which allows you to draw additional grant conditions from the accompanying Clause Bank. The Supplementary Terms address some of the more common issues which are not covered by the SGCs. For many Agreements, there may not be a need to include Supplementary Terms, but for some Agreements, it may be appropriate to include one or more of the Supplementary Terms. You should carefully consider whether to include a Supplementary Term and only include those terms that are essential to the management of the Grant. Other than as indicated, you cannot amend or insert your own Supplementary Terms.
- 14. **Part 4:** The **Signatures Page** is where the Commonwealth and the Grantee execute the Agreement.
- 15. Part 5: The Standard Grant Conditions (SGCs) define the standard rights and obligations that apply to the Agreement. These conditions cannot be changed. A number of the SGCs provide Alternative Options to the default Condition which allows the Commonwealth to impose more specific obligations on the Grantee. Note: if any Supplementary Terms have been included from the Clause Bank, these will take priority over the SGCs.

Adding schedules

- 16. For straightforward Grants, all the details of the Activity should be contained in the Grant Details section of the template. However, for larger or more complicated Grants, it may be necessary to include information, which does not readily fit within the Grant Details section of the template, as additional schedules. For example, where a Grant extends over a number of years and involves milestones or periodic reporting, you should include any reporting templates which the Grantee will be required to use as schedules.
- 17. Additional information relating to the Activity should be included as additional schedules at the end of the Agreement. You should be careful to ensure any schedules are properly referenced in the Grant Details (e.g. item 'B. Activity' and item 'E. Reporting') and update the contents page accordingly.

Multiple Grants within an Agreement

- 18. The template has been designed to accommodate more than one Grant under a single Agreement. This can be achieved by preparing a separate Grant Details page (with any Supplementary Terms if necessary) for each Grant.
- 19. Including multiple Grants in a single Agreement may affect the risk of the Agreement overall. Where multiple Grants are included under a single Agreement you should assess whether the template is the appropriate document to be used or whether a different agreement is appropriate.
- 20. Where multiple Grants are included under one Agreement, each Grant must be between the same Parties. The Grantee must be the same legal entity (e.g. the same ABN and ACN) and the same entity representing the Commonwealth, should be providing the Grants.
- 21. Where an additional Grant is added to an existing Agreement, the new Grant Details should be treated as a variation to the original Agreement.
- 22. Managing multiple Grants within a single Agreement will require additional oversight. Each Grant (and each Activity) should be actively managed, as there may be an increased

risk of issues being overlooked or 'merged' across separate Grants. The governance capacity of your entity and the Grantee should be considered before incorporating multiple Grants within a single Agreement.

Part 1: Introductory Information

1.1 Parties to the Agreement

23. The 'Parties to the Agreement' section is where you enter the details of the Grantee and your entity (representing the Commonwealth) in the highlighted sections of the template.

The Grantee

- 21. You must include the full legal name of the Grantee, their registered address and Australian Business Number (ABN) (if applicable). You should confirm that this information is correct by searching the relevant databases. In particular, www.business.gov.au for company and business names and www.abr.business.gov.au for ABNs.
- 22. It may not be necessary to include all the information provided for in the template. For example, individuals may not have a trading or business name or fax number. However, you should include enough information so that the Grantee is identifiable.

IMPORTANT: If the Grantee is the Trustee of a Trust you should include Supplementary Term CB12. See <u>part 3</u> of the user guide for more information.

The Commonwealth

23. This is where you provide the details of your entity. You should include all the information requested here.

1.2 Background

- 24. The background gives a short summary of what each Party to the Agreement is agreeing to. The Commonwealth (represented by your entity) is agreeing to assist the Grantee to undertake the Activity in accordance with the Agreement. The Grantee is agreeing to use the Grant and undertake the Activity in accordance with the Agreement.
- 25. When describing the Grant Activity, it is important that each Activity is drafted consistent with the terms of the Purpose of the Grant (Item A of the Grant Details). This will ensure that clause 13.4 (option 2) of the SGCs is able to be invoked if it is found that the Activity is failing to satisfy the purpose of the Grant.
- 26. Although the background describes 'the Grant' and 'the Activity', the template has been designed to accommodate multiple Grants to the same Grantee within the Agreement.

1.3 Scope of this Agreement

- 27. This section lists all the different documents that form the Agreement. Importantly, some documents may form part of the Agreement because you add them. Any documents that form part of the Agreement, for example, reporting templates, must be referred to, or incorporated, in the Grant Details.
- 28. The hierarchy of the documents tells you which document will take priority if there are inconsistencies or ambiguities between different parts of the Agreement. The Supplementary Terms take priority over the SGCs.

IMPORTANT: You should only add documents to the Agreement that are necessary to enable the Grantee to undertake the Activity. For example, any reporting templates that the Grantee is to use should be referred to in the Grant Details at item 'E. Reporting' and then attached to the Agreement as a schedule.

29. Only documents in the Agreement, or incorporated by reference, form part of the Agreement. This means that all other things, such as written proposals, email exchanges, or conversations before the Agreement was signed, may not form part of the Agreement. You should therefore ensure that the Grant Details are clear and contain all information necessary for the Activity to be undertaken.

2. Part 2: Grant Details

- 30. The Grant Details are where you include the information that relates to a particular Grant. This includes a description of the purpose of the Grant, details of the Activity/ies the Grantee must perform, and any related payment details and reporting requirements. It also includes the contact details of the Commonwealth's and the Grantee's representatives who will be responsible for managing the Grant on a day-to-day basis.
- 31. You can amend the details under the various item headings in the Grant Details to suit your particular Grant and the Activity. However, you must not amend or delete any of the item headings, as they relate to definitions in the SGCs and are referenced throughout the Agreement.

2.1 Item A. Purpose of the Grant

- 32. In this section you should include a brief description of the aims and/or objectives of the Grant. This provides context for the Grant and the Activity. You don't need to include details of the specific Activity here as this will be covered in the next section.
- 33. It is likely that any related grant opportunity or program guidelines will contain a description of the purpose of the Grant or grant opportunity or program. All Grants under a grant opportunity or program may have the same or similar detail in this section. Make sure that the description here is consistent with any published grant opportunity or program guidelines.

2.2 Item B. Activity

- 34. In this section you should provide a detailed description of the particular Activity/ies that the Grantee must undertake. You should be as comprehensive and precise as is necessary to ensure that both Parties have a clear and agreed understanding of the Activity. A useful test is to consider whether someone who is not familiar with the Grant, your entity or the Grantee could read this section and understand the Activity and what is required. This section will be the main reference tool if any issues arise as to whether or not the Activity has been properly undertaken and successfully completed.
- 35. Where necessary, you should also provide details of anything that is specifically **not** part of the Activity and therefore not covered by the Grant.
- 36. If the Activity involves preparing reports you should refer to them here. However, do not include the specific details of any reports. The actual content of reports should be included at Item E. Reporting.

2.3 Item C. Duration of the Grant

- 37. In this section you should indicate the date the Activity will start and end (the Activity Completion Date) and when the Agreement will end (the Agreement End Date). Note these could be specified events.
- 38. Be sure you leave enough time between the Activity Completion Date and the Agreement End Date to allow for anything the Grantee is required to do as part of the Activity, including the preparation and submission of any final reports required under Item B. Activity and Item E. Reporting.
- 39. This section also contains a schedule for relevant milestones. If the Grant is to be paid by way of progress payments which are tied to completion of milestones, these milestones should be reflected here and clearly described.

2.4 Item D. Payment of the Grant

- 40. In this section you should include all details regarding payment of the Grant. This includes the amount of the Grant and the form and timing of payments (such as instalments and linking payments to the achievement of milestones) and whether or not Goods and Services Tax (GST) is payable on the Grant. If applicable, you may wish to specify whether interest can or cannot be earned on the Grant. If you do allow interest to be earned on the Grant, you should also consider whether to include the optional text at the definition of 'Grant' at SGC 22 that the Grant includes interest earned by the Grantee on the money.
- 41. If possible, you should include the details of the bank account into which payments will be made to avoid any confusion when it comes time to make a payment. The Grantee does **not** need to open a separate bank account specifically for the Grant unless Alternative Option 2 to SGC 2 has been selected to require the Grantee to establish a bank account solely for the purposes of the Activity and separate from the Grantee's other operational accounts.
- 42. If you have selected the Alternative Option to SGC 9 that provides for the Commonwealth to issue the Grantee with a Recipient Created Tax Invoice (RCTI) for any taxable supply, you should specify any administrative requirements around RCTI here.
- 43. You should include any invoicing information required for the payment of the Grant. This includes all the requirements for an invoice to be a 'tax invoice' for the purposes of the GST legislation for taxable supplies made under the Agreement. Questions regarding the treatment of GST in relation to any payments being made under the Agreement should be directed to the chief financial officer unit within your entity or the Australian Taxation Office.

2.5 Item E. Reporting

- 44. In this section you should specify any reporting requirements in relation to the Grant. Reports should focus on the performance of the Activity and its outcomes. In some situations, you may require additional information to be provided by the Grantee, such as data showing the outcomes of the Activity.
- 45. You should carefully consider what data and reporting you require the Grantee to provide. While you should ensure that the Grantee is providing sufficient information to enable you

- to assess the Grantee's performance of the Activity, you should avoid requesting data or reports that you do not intend to use.
- 46. You should be very clear about what needs to be included in each report, what data needs to be collected, how the information in the report should be presented, details of any particular certification or sign off required and the date by which reports are to be submitted. To avoid confusion, you may specify a template under this section to ensure the Grantee's reports comply with your entity's expectations or requirements.
- 47. Where the Grant is being paid in instalments, the timing of submission of reports can be aligned with the payment of the Grant to assist with management of the Agreement.
- 48. Where reports are required to be approved before they are accepted, this should be clearly indicated and you should ensure that sufficient information is requested to allow the reports to be properly assessed.

IMPORTANT: The licence to <u>Intellectual Property Rights</u> in <u>Reporting Material</u> (see <u>SGC 17</u>) directly relates to the reports in item 'E. Reporting'.

- 49. The default position under the SGCs requires the Grantee to provide a signed statement indicating that the Grant was spent in accordance with the Agreement (see SGC 10). You should consider carefully whether there is a need for additional financial reports or acquittals and the burden this might create for the Grantee, taking into account the value of the Grant, the nature of the Activity and the relevant risks.
- 50. Consistent with the <u>Commonwealth Grants Rules and Guidelines</u>, when determining what financial acquittal or reporting is required, you must have regard to information collected by regulators that are available to you. If a Grantee provides an annual audited financial statement to a regulator, then a financial acquittal should not be required, except for higher risk grants.
- 51. Independently audited financial acquittal reports can be expensive and you should carefully consider whether they are needed given the risks to be mitigated by requiring them. Where independently audited financial acquittal reports are appropriate, due to the nature of the Grant, the cost of preparing the report should be factored into the Grant.

2.6 Item F. Party representatives and address for notices

- 52. 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 (see SGC4) in relation to the Grant. Each person chosen to represent the Parties should have the authority to make decisions with regard to the Agreement.
- 53. These details should be kept up-to-date, for example, where there is a change in personnel responsible for managing the Grant. In some situations, it may be appropriate for your entity to establish a dedicated email address for a Grant or series of Grants that is accessible by more than one person, to avoid notices being missed.

2.7 Item G. Activity Material

54. In this section you should list the Activity Material that is to be created or developed by the Grantee as a result of the Activity. Activity Material is defined at SGC 22. Activity Material will include Existing Material that has been incorporated in or supplied with the

Activity Material, but does not include Reporting Material. The default position under this Agreement with regard to Activity Material is contained at SGC 17. The default position is for the Grantee to own the Intellectual Property Rights (IPR) in Activity Material (except where that is Existing Material where the IPR are owned by another) and for the Commonwealth not to be given any licence over Activity Material. If you need a licence over Activity Material or wish to set out other allocation of IPR in Activity Material, you should consider using one of the options at Supplementary Term 'CB3 Intellectual property in Activity Material'.

3. Part 3: Supplementary Terms from the Clause Bank

55. The Supplementary Terms are an additional component of the template. They are optional clauses you can include from the Clause Bank, if necessary. The Supplementary Terms address some of the more common issues which are not covered by the SGCs. Other than as indicated, you cannot amend or insert your own Supplementary Terms.

IMPORTANT: You cannot draft your own additional Supplementary Terms to include in the template.

Other Contributions

- 56. Where the Grant is contingent on the Grantee securing a contribution from someone other than the Commonwealth, Supplementary Term CB1 can be included. It is not uncommon for the Commonwealth to require a Grantee to secure contributions from other sources as a condition of the Grant. For example, the Commonwealth may be contributing 50 per cent of the funding for an Activity with the other 50 per cent to be sourced from the Grantee itself of from other organisations, such as a state government or a non-government organisation.
- 57. CB1 allows the Commonwealth to impose a requirement on the Grantee to receive and use other monetary or in-kind contributions which will also contribute to the Activity. This Supplementary Term may be used to ensure the Grantee has the capacity to complete the Activity where the Grant is not the only source of funding available to the Grantee. This Term also allows the Commonwealth to manage double-dipping situations where a Grantee may have alternate sources available to it to fund the Activity.

Activity Budget

58. Where the Grant is contingent on the Grantee providing a Budget outlining how the Grant will be spent, Supplementary Term CB2 can be included. CB2 is intended to provide the Commonwealth with oversight of a Grantee's actual expenditure of the Grant against its projected forecast. This is a useful Term for managing programs or Grantees where there may be risk of the actual expenditure exceeding the Grant amount resulting in the Activity being unable to be delivered within Budget.

Intellectual Property

59. SGC 17 provides the Commonwealth with a licence to use Reporting Material only. Supplementary Terms 'CB3 Intellectual property in Activity Material', 'CB3A Intellectual property - research' and 'CB3B Creative Commons licence' expand the rights and obligations relating to intellectual property in Activity Material and Reporting Material.

- 60. Supplementary Term CB3 Option 1 provides the Commonwealth a licence to deal with Activity Material specified in the Grant Details. Both Options 1 and 2 of CB3 also require the Grantee to obtain moral rights consents for Reporting Material (and any Activity Material specified in the Grant Details).
- 61. If you believe the Commonwealth will need to use Activity Material in which all of Intellectual Property Rights (IPR) are owned by the Grantee, you should:
 - A. include Supplementary Term CB3 Option 1; and
 - B. specify in Item G of the Grant Details the precise Material to be covered by the licence under Supplementary Term CB3.2.
- 62. If there will be Activity Material in which some of the IPR are owned by the Grantee and some are owned by the Commonwealth, you should:
 - A. include Supplementary Term CB3 Option 2;
 - B. specify, at CB3.1 or in a Schedule, the Activity Material in which the Grantee and the Commonwealth own the IPR. You should take care to include all Activity Material if this option is used, and also consider whether there is Activity Material in which either party owns any residual IPR; and
 - C. specify in Item G of the Grant Details the precise Material to be covered by the licence under Supplementary Term CB3.3 Option 2.
- 63. If you use either Option 1 or Option 2 of Supplementary Term CB3, you should carefully specify the Material over which the Commonwealth requires a licence in Item G of the Grant Details (Activity Material) by describing the Material with sufficient detail to ensure there will not be any ambiguity about the scope of the Material to be included in the licence.
- 64. Supplementary Term CB3A provides for arrangements for IPR in grants involving publicly funded research where the Commonwealth does not wish to have any claim over the IPR in material related to or arising from the research. This gives assurance to the Grantee and participants that the Commonwealth will not seek to own the IPR in their research. The Commonwealth is given a licence over the Activity Material by CB3A.3.
- 65. Supplementary Term CB3B allows the Commonwealth to publish Reporting Material (and any Activity Material specified in the Grant Details) under a creative commons attribution licence (CCBY). Note that if you require a creative commons licence to cover Activity Material specified in the Grant Details you must also include Supplementary Term CB3 to ensure you have the licence to deal with the Activity Material you specify in the Grant Details.

Access/Monitoring/Inspection

66. Supplementary Term CB4 provides the option of a right of access to the Grantee's premises and a right to take copies of any Material relevant to the Activity. The purpose of this Supplementary Term is to allow the Commonwealth to adequately manage high-risk situations that may have arisen in respect of the Activity. Accessing premises and removing Material is a significant power and is unlikely to be necessary for most Grants. Accordingly this Supplementary Term should only be included where it is considered absolutely necessary to the risks to be mitigated.

Equipment and Assets

- 67. Supplementary Term CB5 deals with equipment and assets which are purchased, leased, created or otherwise brought into existence, wholly or in part, using the Grant. There are two options in this Supplementary Term, the purpose of which is to prevent any Asset from unauthorised use by the Grantee, and to protect the Grant from possible loss in circumstances where the Grantee receives the proceeds for the sale of an Asset which has been funded by Grant funds.
- 68. Option 2 imposes additional Grantee responsibilities for any loss, damage or disposal of Assets after the Agreement has expired. Both Options 1 and 2 allow the Commonwealth to give directions to the Grantee about how to deal with an Asset after the expiry or termination of the Agreement.
- 69. Under the Agreement, Assets purchased by the Grantee for the purpose of undertaking the Activity are owned by the Grantee. Where the cost of the Assets comprises a significant proportion of the Grant, cost overruns for these Assets can have a significant impact on the Grantee's ability to undertake and complete the Activity. The creation and maintenance of an asset register can assist with managing assets. This Supplementary Term allows the Commonwealth to specify an appropriate threshold amount above which the Grantee must obtain written approval before using the Grant to purchase any Assets that aren't listed in the Agreement. In addition, the Grantee agrees to maintain a register of all equipment and assets purchased with a value above a specified threshold amount.
- 70. Supplementary Term CB5 should only be used where equipment and assets are expected to form a large proportion of the Grant or there are a large number of assets required for the Activity.

Specified Personnel

- 71. Supplementary Term CB6 deals with personnel permitted to be involved in the Activity. The purpose of this Term is to allow the Commonwealth to exercise input and/or control over the personnel who may work on the Activity. Under this Term, if the Commonwealth believes the Grantee's Specified Personnel are inappropriate to be involved in the Activity, the Grantee must remove the personnel (subcontractors, agents or volunteers). Additionally, the Grantee would provide replacement personnel acceptable to the Commonwealth at no extra cost if required by the Commonwealth.
- 72. Directing the removal of personnel from an Activity can have serious workplace implications for the Grantee. For example, for financial reasons, a Grantee may need to terminate the employment of the relevant person in order to satisfy the Commonwealth's direction for removal of personnel. This course of action may amount to a breach of the Fair Work obligations for the Grantee. Before directing the removal of personnel, you should carefully consider whether other courses of action are open to the Commonwealth. If in doubt, seek legal advice.

Relevant Qualifications, Licenses, Permits, Approvals or Skills

73. Supplementary Term CB7 allows the Commonwealth to impose obligations on the Grantee to ensure that personnel that perform work in relation to the activity have and maintain, the relevant skills, qualifications and other requirements to do so. Due to the nature of the Activity, or tasks being performed, there may be specific qualifications required by

legislation or industry standards, for example, first aid or trade certificates, etc. This is more likely to be relevant where the Grant relates to Activities of a technical nature. You have the option to specify relevant activities and your requirements, or, alternatively, to require appropriate qualifications, licences, permits, approvals or skills generally. If the Activity involves vulnerable persons or children, this Term is not sufficient and you should use the Supplementary Term specifically for such Activities: 'CB8 Vulnerable Persons' or 'CB9 Child safety'.

Vulnerable Persons

- 74. Supplementary Term CB8 should be used where any part of the Activity involves working with or contact with one or more vulnerable persons. A Vulnerable Person is defined for the purposes of the Grant Template Suite as: "an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason".
- 75. Supplementary Term CB8 imposes requirements on the Grantee to obtain police checks and take other steps to ensure that any person who works on any part of the Activity that involves working or contact with a Vulnerable Person is a fit and proper person to perform that work. The term sets out relevant criteria to take into account in conducting a risk assessment to determine if any risk is acceptable if a person does have an offence or offences recorded against them. The term imposes obligations on the Grantee to notify the Commonwealth regarding risk assessments conducted and in the event that a person performing work on the Activity is charged or convicted of certain offences. Persons convicted of certain offences during the term must not perform any work or role relating to the Activity.

Child Safety

- 76. Supplementary Term CB9 imposes obligations on Grantees in relation to child safety. The decision about when to use Supplementary Term CB9 is at the discretion of the Commonwealth entity at your discretion on a case by case basis.
- 77. It is recommended that Supplementary Term CB9 be used in grant agreements:
 - A. where the grant is for services directly to children (individuals under the age of 18 years). For example, providing early childhood learning services to children, providing telephone counselling services to primary school aged children or teaching children to abseil at an outdoor mentoring program; and
 - B. for Activities that involve contact with children that is a usual part of, and more than incidental to, the Activity. For example, a service to train vulnerable parents may involve significant contact with the vulnerable parent's child even if the service is directed at the parent.
- 78. It is recommended that Supplementary Term CB9 also be considered for use when Grantee personnel (including officers, employees, contractors, subcontractors, agents and volunteers), as part of the Activity, may interact with children. For example, if an Activity may be located on a school premises, this is likely to result in Child-Related Personnel having increased interaction with children, even if it is not a service to a child.

- 79. Clause CB9.1 prescribes the definitions that apply to the clause.
- 80. Clause CB9.2 provides that the Grantee must comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity. The clause also provides that if Working with Children Checks are required they must remain current for the duration of the Activity. Clause CB9.2 is aimed at requiring the Grantee to ensure that they comply with state and territory legislation relating to working with children checks and mandatory reporting obligations. The Relevant Legislation will depend upon which jurisdiction the grant Activity is taking place in. If the Activity takes place in more than one state or territory, the Grantee will need to comply with requirements in each jurisdiction.
- 81. The obligation in clause CB9.2 extends to 'Child-Related Personnel' as defined in clause CB9.1. This extends the Grantee's obligations to officers, employees, contractors, subcontractors, agents and volunteers who as part of their involvement in the Activity may interact with children. The Grantee is responsible for ensuring that all relevant aspects of the Agreement are complied with, even when subcontractors are involved. This means that, if subcontractors are performing work on the Activity for the Grantee that involves interaction with children, the Grantee is responsible for ensuring that the subcontractor complies with their requirements under this Supplementary Term.
- 82. Clause CB9.3 provides that, in relation to the Activity, the Grantee must:
 - implement the National Principles for Child Safe Organisations;
 - ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
 - complete and keep updated a child-related risk assessment including implementation of management strategies; and
 - provide training and implement a compliance regime to ensure that all relevant persons are aware of National Principles for Child Safe Organisations, risk management strategies and relevant legislation.
- 83. Clause CB9.3 (f) requires the Grantee to provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in the form specified by the Commonwealth. The fact that clause CB9.3 (f) provides for the Commonwealth to specify the form of the report gives you the flexibility to decide the type and manner of reporting. This means that you can design your child safety reporting to suit your entity. Your child safety reporting could be incorporated into existing reports that the Grantee must provide (e.g. annual financial acquittals) or it could be separate reporting. You could ask the Grantee for child safety reporting for each Activity or to provide reporting for all grants for your entity.
- 84. The National Principles for Child Safe Organisations provide a nationally consistent approach to creating organisational cultures that foster child safety and wellbeing across all sectors engaging with children and young people in Australia. The National Principles are 10 high-level principles showing the elements of a child safe organisation to prevent future abuse of children in institutional environments. The obligations under the National Principles are not insignificant. However, if used in appropriate grant agreements, they are an important tool for ensuring the safety and protection of children. The Australian

- <u>Human Rights Commission</u> (https://www.humanrights.gov.au/our-work/childrens-rights/projects/child-safe-organisations) has tools and resources available to assist with practical implementation of the National Principles.
- 85. Clause CB9.4 provides the Commonwealth with the ability to review the Grantee's compliance with Supplementary Term CB9. Clause CB9.4 requires the Commonwealth to provide the Grantee with reasonable notice of a review of compliance with the clause. What will be considered reasonable notice will depend upon the facts in each case but should be proportional to the nature and substance of the review. For example, if the review will require significant resources from the Grantee, including site visits, then a substantial notice may be reasonable.
- 86. Clause CB9.5 (a) requires the Grantee to notify the Commonwealth of any failure to comply with this Supplementary Term. Given the importance of the child safety obligations and the potential risks to children of non-compliance, if the Grantee reports that they do not comply with Supplementary Term CB9, you should ensure that you manage the Agreement to rectify this problem. In the first instance it may be appropriate to ask the Grantee to provide:
 - further information about the non-compliance;
 - details about how the Grantee will urgently rectify their non-compliance (please ensure that this is done within an appropriate timeframe); and
 - notice of when the Grantee has achieved compliance with clause.
- 87. If you do not receive an adequate response from the Grantee regarding compliance with Supplementary Term CB9, you may wish to consider:
 - seeking internal legal advice about the remedies that may be available under the Agreement, including termination of the Agreement (SGC 19) or withholding payment of the Grant until the Grantee complies with their contractual obligations (SGC 2);
 - reporting non-compliance to the relevant state or territory government office if it
 involves non-compliance with the Grantee's obligations for working with children
 checks or mandatory reporting specified in legislation. It may be an offence in the
 relevant state or territory to fail to comply with the legislative requirement for Working
 with Children Checks and mandatory reporting obligations.
- 88. Clause CB9.5 (b) provides that the Grantee must co-operate with the Commonwealth in any review of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this Supplementary Term. Clause CB9.5 (c) provides that if the Grantee has failed to implement the requirements of this Supplementary Term, the Grantee must take prompt action, at its own cost, to rectify the failures to the Commonwealth's satisfaction. This provides the flexibility to allow both for the Commonwealth to direct the action to be taken by the Grantee or for the parties to collaborate on the appropriate action, with the key requirement in either case being that the Commonwealth is satisfied that the action rectifies the failures.

Commonwealth Material, Facilities and Assistance

- 89. Supplementary Term CB10 allows the Commonwealth to specify any Commonwealth Material, access to facilities or other assistance which the Commonwealth will provide or make available to the Grantee in addition to the Grant. Types of assistance that could be provided include documentation, equipment, access to premises and administrative support.
- 90. Note that not including Supplementary Term CB10 or failing to specify a particular form of assistance in this section, does not prohibit the Commonwealth from subsequently providing that assistance to the Grantee. Rather, this Supplementary Term allows you to include any items that may have formed the basis for reaching agreement to undertake the Activity.
- 91. Once specified, the inclusion of this Term allows the Commonwealth to prevent the Grantee from making unauthorised use of any Commonwealth Material, facility or assistance and to ensure the Grantee complies with any direction or other requirements notified by the Commonwealth when accessing any facility or other assistance or using and storing any Commonwealth Material.

Jurisdiction

- 92. Supplementary Term CB11 allows you to specify which jurisdiction's law will govern the Agreement. This may be appropriate where the Agreement is being used across a variety of states and territories.
- 93. It is not uncommon for Commonwealth grant agreements to specify that they are governed by the law of the Australian Capital Territory (ACT). This may make sense to the entity administering the grant and the drafter of the agreement, if they are based in the ACT. However, it may not be appropriate where the agreement is executed in a state office, for the purposes of a grant in that state. In this situation, it is likely that any disputes or other issues would be best dealt with by a court in the state applying the laws of that state (such as general contract law or any specific laws relevant to the Activity being undertaken).

Grantee Trustee of Trust

- 94. Supplementary Term CB12 deals with Grant arrangements in which the Grantee is the trustee of a Trust. Option 1 should be included when the Grantee is one person who is the trustee of a Trust. Option 2 should be included when the Grantee is made up of a number of persons who together are the trustee of a trust.
- 95. The purpose of this Supplementary Term is to protect the Commonwealth by requiring the Grantee to warrant that it is (or they are) the legal entity of the Trust and has the necessary level of control over the Trust assets.
- 96. Trusts can have a variety structures and differing constitutions. Similarly, the law that applies to Trusts may differ across jurisdictions. If you are entering into an Agreement with a Grantee who is the trustee of a Trust and the Grantee has raised any concerns with the inclusion of this clause or has proposed amendments to this clause, you should seek legal advice.
- 97. Supplementary Term CB12 Option 2 imposes joint and several liability for the performance of the Agreement upon each trustee of the Trust that comprises the Grantee.

Fraud

- 98. Supplementary Term CB13 provide two options for arrangements to deal with any suspected or actual fraud, and any subsequent investigation in relation to the Grant. Supplementary Term CB13 Option 1 is aimed at reducing the risk of fraud going undetected and ensuring any fraud is appropriately investigated.
- 99. Supplementary Term CB12 Option 2 is suitable for higher risk granting arrangements. Option 2 enables the Commonwealth to require the Grantee to undertake a Fraud risk assessment and to produce a Fraud control strategy.
- 100. Under both options, where Fraud is suspected in relation to the performance of the Activity or any other Fraud that has had or may have an effect on the performance of the Activity, the Commonwealth may require the Grantee, at its own cost, to arrange for an external forensic audit.

Prohibited Dealings

101. Supplementary Term CB14 may be appropriate to include in your Agreement if there is a need to specifically address the risk of the Grantee or its personnel having dealings with persons or entities that are the subject of certain sanctions at national and international level. However, if this is a significant risk, you should consider whether this template agreement is suitable for your needs.

Anti-Corruption

102. Supplementary Term CB15 may be appropriate to include in your Agreement if there is a need to specifically address the risk of the Grantee or its personnel engaging in any illegal or corrupt practice. However, if this is a significant risk, you should consider whether this template agreement is suitable for your needs. Lawful and proper payments of amounts from the Grant to a government will not be illegal or corrupt and so will not contravene this Term.

Step-in Rights; Grant Administrator; Management Adviser

- 103. Supplementary Terms CB16, CB17 and CB18 provide the Commonwealth with additional rights to take pre-emptive action against a Grantee to protect the Activity. These provisions allow the Commonwealth to step in and take control of the Activity in circumstances where the Grantee's actions have resulted in the delay or failure to deliver the Activity due to the Grantee's inability to administer the Grant properly.
- 104.A Clause 2 (Payment of the Grant) Notice operates as a trigger to invoke the Commonwealth's additional rights under each of these Supplementary Terms.
- 105. Supplementary Term CB16 enables the Commonwealth to take any step to manage the Activity that is reasonably necessary having regard to the trigger event. The Commonwealth may also specify that the Grantee shall no longer be responsible for the performance of the Activity until such time as the Commonwealth directs otherwise. The Commonwealth may also reduce the amount of the Grant payable to the Grantee proportionate to the costs incurred by the Commonwealth in exercising its rights under this clause.
- 106. Supplementary Term CB17 enables the Commonwealth to appoint an administrator to oversee the Grantee's continued performance of the Activity and its management of the

- Grant. If a Grant Administrator has been appointed, the Grantee must consider all advice given by the Grant Administrator; co-operate fully and in good faith; and comply with all directions given by the Grant Administrator relating to the administration of the Grant.
- 107. If the Commonwealth invokes this right to appoint a Grant Administrator, the Grantee nevertheless remains responsible for the Grant. The Grant Administrator cannot enter into agreements for or on behalf of the Grantee, nor incur debts or other obligations on the Grantee's behalf. Nor is the Grant Administrator an employee, officer, agent or contractor of the Grantee, or an agent of the Commonwealth.
- 108. Supplementary Term CB18 operates in a similar manner to CB16 and CB17, but the scope of a Management Adviser's appointment is limited to corporate governance arrangements, matters relating to the management of the Activity and the management of the Grantee's personnel.
- 109. The Commonwealth must bear the cost of the appointment of a Management Adviser and does not have a right to offset any expenses associated with exercising its rights under Supplementary Term CB18 against any Grant payments payable to the Grantee.

Indemnities

110. Supplementary Term CB19 deals with indemnities. An indemnity seeks protection for a Party against loss which it might suffer as a result of the Activity. This Supplementary Term sets out the Grantee's obligations in indemnifying the Commonwealth in respect to the Activity. The Commonwealth is responsible to the extent it contributed to the claim, loss or damage. This Term is designed to be consistent with the obligations that exist at common law regarding indemnities.

Compliance with Legislation and Policies

- 111. Supplementary Term CB20 contains two options which aim to ensure the Grantee complies with any requirements legislative or policy or industry standards that are particularly relevant to the Activity. Although it is not necessary to restate requirements that already exist in law, specific grant opportunities and programs may have policy objectives which are relevant to promote when engaging with the community. Whilst the omission of this Supplementary Term does not mean that the Grantee does not have a general obligation to comply with any applicable legislation and policies, its inclusion allows the Commonwealth to draw the Grantee's attention to particular matters which are especially relevant to the Grantee's obligations under the Agreement.
- 112.Option 2 is suitable if you wish to specifically list legislation, policy or standards that are relevant to the Activity. For example, for some Activities, you may wish to ensure that the Grantee complies with your internal entity policies. For instance, where the Grantee's personnel are likely to be interacting or working closely with entity staff, or regularly attending entity premises, it may be appropriate to list the Australian Public Service Code of Conduct or internal entity work, health and safety policies.
- 113.It is important to understand the potential consequences of including Supplementary Term CB20 in the Agreement. By including a requirement to comply with specific legislation or policy, the Grantee is bound by the Agreement to do so. Failure to comply would be a breach of contract and could expose the Grantee to the enforcement provisions of the

Agreement, including withholding payments and/or termination. This would be in addition to any penalties under the law or policy.

Work Health and Safety

114. Supplementary Term CB21 deals with work health safety requirements. The omission of this clause would not release the Grantee from its legislative and regulatory obligations, however, its inclusion in the Agreement would allow the Commonwealth to reinforce the Grantee's responsibilities for work health and safety matters, especially if the nature of the Activity involves higher than usual risks to the safety of the personnel performing the Activity.

Transition

- 115. Supplementary Term CB22 allows the Commonwealth to compel the Grantee to cooperate and provide assistance in circumstances where the Agreement has been reduced in scope or terminated pursuant to SGC 19. The purpose of this clause is to safeguard to the greatest extent possible the continued performance of the Activity to ensure its ongoing delivery.
- 116. This Term would be appropriate for inclusion where a risk assessment indicates a higher than usual level of Grantee risk, such as its financial viability or capability to deliver the Activity.

Corporate Governance; Incorporation Requirement

- 117. Supplementary Terms CB23 and CB23A are intended to safeguard the Grant by requiring the Grantee to have proper corporate governance arrangements in place to avoid potential conflicts with the Grantee's obligations under the Agreement.
- 118. 'Constitution' is defined broadly in Supplementary Term CB23 so as to encompass the governing rules of the Grantee, whether the Grantee is a company, body corporate, incorporated association or other body.
- 119. Supplementary Term CB23 Option 1 requires, as a minimum, that the Commonwealth may inspect a Grantee's constitution on request. Supplementary Term CB23 Option 2 allows the Commonwealth to prohibit the involvement of certain persons in the management or financial administration of the Grantee's corporate affairs. Option 2 also allows the Commonwealth to withhold payment of the Grant or suspend the Agreement if the Grantee comes under any form of external administration.
- 120. Supplementary Term CB23A allows the Commonwealth to require a Grantee to become incorporated where the total value of the Grantee's annual funding from the Commonwealth exceeds \$500,000. The purpose of Supplementary Term CB23A is to ensure the Grantee's proper management and financial administration in order to protect Commonwealth funding from adverse circumstances that might arise where the Grantee does not have suitable corporate arrangements in place.
- 121. Supplementary Term CB23A allows the Commonwealth to direct Indigenous organisations to incorporate under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) (CATSI Act). Indigenous corporations operating under the CATSI Act can access additional support provided by the Office of the Registrar of Indigenous Corporations (ORIC) not available from any other corporate regulator. In addition, the Registrar has unique regulatory power to put failing corporations under independent administration,

restore them to healthy operation and hand back control to members. You should consider adding this Supplementary Term to your Agreement as an additional risk mitigation and governance support option if it is more than \$500,000 per year and with a non-CATSI Act Indigenous organisation.

Counterparts

122. Supplementary Term CB24 allows the Agreement to be executed in counterparts, giving the parties the convenience of signing separate versions of the Agreement and avoiding the need to post a single, original Agreement.

Employees Subject to SACS Decision

123. Supplementary Term CB25 deals with supplementation funding for eligible organisation to cover costs arising from the Equal Remuneration Order made by the Fair Work Commission¹. The Australian Government provides supplementation to eligible organisations who receive Australian Government funding directly from the Commonwealth or through a Commonwealth-State agreement grant agreement for inscope programs with eligible service providers include a SACS supplementation component. This clause should be included if your program is likely to provide funding to eligible organisations.

Program Interoperability with National Disability Insurance Scheme

124. Supplementary Term CB26 is intended for use by entities that have programs and agreements that are transitioning to the National Disability Insurance Scheme (NDIS) implemented by the National Disability Insurance Agency (NDIA). The Term aims to ensure that the arrangements that apply during the transition are clearly identified and to facilitate review processes for quality assurance during the transition.

Rollover of surplus and uncommitted funds

- 125. Supplementary Term CB27 may enable an entity and Grantee to treat and account for funds, left over from previous grants for activities that are the same or similar, as part of the Grant provided under this Agreement. Including Supplementary Term CB27 in your Agreement will facilitate rolling over surplus and uncommitted funds from the current Grant to future Grants to the Grantee. It would be appropriate to include this Term if it is likely that the Commonwealth will award future grants to the Grantee for the same or similar activities.
- 126. However, if you are including Supplementary Term CB27 for the first time in a series of grant agreements with the Grantee, you should especially take care to read the Term in conjunction with the provisions of the relevant previous grant agreement. You should consider whether this Supplementary Term CB27 is consistent with the terms and conditions of the previous grant agreement on handling unspent monies, noting that such terms may be expressed to survive termination or expiry of that agreement, just as clause CB27.5 provides that Supplementary Term CB27 survives termination or expiry of the Agreement. If you are in doubt, seek legal advice.

¹ See link for further information. https://www.dss.gov.au/our-responsibilities/communities-and-vulnerable-people/grants-funding/fair-pay-for-social-and-community-services-workers/sacs-funding-supplementation-frequently-asked-questions.

Secret and Sacred Indigenous Material

- 127. Supplementary Term CB28 is to protect information, knowledge or other material of special spiritual, cultural or customary significance which is considered to be sacred or of significance by an Indigenous Person or according to Aboriginal Tradition, as defined by clause CB28.1. Supplementary Term CB28 prevents any Secret and Sacred Indigenous Material from becoming Activity Material or Reporting Material and exempts this Material from record-keeping requirements. Secret and Sacred Material is treated as the confidential information of the relevant Indigenous Person or community. However, if there is Secret and Sacred Indigenous Material relevant to the performance of the Activity, the Grantee is to inform the Commonwealth that it exists and is not being disclosed because it is Secret and Sacred Indigenous Material.
- 128.It would be appropriate to include Supplementary Term CB28 if the Grantee is an Indigenous person or organisation, or the Activity specifically involves Indigenous people or communities.

4. Part 4: Signatures

- 129. The signatures page is where the Grantee and the Commonwealth indicate their assent to, and execute, the Agreement. Once the Agreement has been executed it will take effect, and the Parties will be legally bound by it.
- 130.Included in the template are signature blocks for four common legal structures that will be relevant for entities likely to receive grants from the Commonwealth. You can modify the signature page to suit the particular Grantee. If you are unsure of the appropriate way to execute the Agreement you should seek legal advice.
- 131.A model signature block has not been included for trustees. If the Grantee is the trustee of a Trust you will need to determine the appropriate method of executing the Agreement.
- 132.In some situations, a representative of the Grantee (other than a Director, such as the Parties' representatives) will be executing the Agreement on behalf of the Grantee. It is important that the signatory has sufficient authority to enter into the Grant on behalf of the Party they represent. You should ask the Grantee to confirm the way in which it will be executing the Agreement and the basis upon which this is being done. If necessary, seek legal advice.

5. Part 5: Commonwealth Standard Grant Conditions (Schedule 1)

- 133. This part provides guidance on the Commonwealth Standard Grant Conditions (SGCs). The SGCs are a compulsory set of terms and conditions that automatically apply to all Agreements and all Grants using the template.
- 134. The SGCs comprise 21 clauses and a definitions clause. They cover categories such as:
 - undertaking the Activity
 - the relationship between the Commonwealth and the Grantee
 - conditions relating to the payment of the Grant
 - handling of information
 - resolving disputes

- changing or ending the Agreement before its completion.
- 135. Certain of the SGCs contain Alternative Options to the default Condition. Where an Alternative Option has been provided, the Option will cover the position under the default SGC and impose broader or more specific obligations on the Grantee to allow the Commonwealth to more effectively manage Grants which may have higher risk elements.
- 136. Where more than one Option is provided, the second option will cover the positions under both the default Condition and Option 1. Note that where you elect to use an Option, you must substitute that Option in its entirety for the default Condition.
- 137. The SGCs (whether the default or an Option has been used) cannot be changed. However, some may be expanded by Supplementary Terms (see part 3 of the user guide). For example, including Supplementary Term CB3 Intellectual Property will give the Commonwealth a broader licence to Intellectual Property Rights than under SGC 17.

5.1 How is the Activity to be undertaken?

- 138. This section of the user guide concerns the obligations on the Grantee when carrying out the Activity, as described in Item B of the Grant Details, and the subsequent reporting to be provided by the Grantee on the conduct and outcome of the Activity.
- 139.Under SGC1 the Grantee agrees to undertake the Activity according to the Agreement. This is the Grantee's main obligation under the Agreement. Where the Grantee fails to undertake the Activity in accordance with the Agreement it may trigger some of the other provisions, such as withholding payments (see SGC2 or SGC11) or reduction, suspension or termination for default (see SGC 19).
- 140.SGC13 sets out the reporting obligations of the Grantee. The default position under SGC13 requires the Grantee to provide the Reporting Material specified in Item E of the Grant Details.
- 141. Alternative Options 1 and 2 impose more specific obligations with respect to the Reporting Material to be provided. Option 1 requires the Grantee to provide any additional information as reasonably required by the Commonwealth, or to comply with the Commonwealth's reasonable requests, directions, or monitoring requirements. Option 1 also allows the Commonwealth to require the Grantee to provide additional reports if the Commonwealth has reasonable concerns about the performance of the Activity or the management of the Grant.
- 142. Option 2 contains an additional provision that is intended to address concerns where the Activity may not be fully meeting the purpose of the Grant, or where there may be Activity risks that need to be addressed which do not relate to the Grantee's performance of the Activity. This may be where, notwithstanding the Grantee's satisfactory performance of the Activity (for example, the provision of before school breakfast to school-age children), the Activity is not meeting the purpose of the Grant (to improve school attendance of the children).
- 143. Option 2 provides that, by written notice from either Party, the other Party agrees to work cooperatively to consider and negotiate in good faith any proposed change to the Activity so as to better align with the purpose of the Grant. Any such changes agreed by the Parties must be effected by variation under SGC8.

5.2 What conditions apply to payments?

- 144. This section deals with the conditions that attach to the payment of the Grant. It covers making payments and repayments, withholding payments and spending payments.
- 145.SGC2 deals with payment of the Grant. While the performance of the Activity is the Grantee's main obligation under the Agreement, payment of the Grant in accordance with the Grant Details is the Commonwealth's main obligation.
- 146. This could be relevant where the Grantee has not complied with the Agreement, for example, by failing to meet milestones. Withholding payments can seriously impact on the ability of the Grantee to continue to undertake the Activity so this option should be carefully considered. Any issues with the Grantee's performance of the Agreement should be discussed with the Grantee in a timely manner. If a payment is withheld, it is important that the Grantee is made aware of the reason and the action the Grantee can take to address the issue. This will enable it to be resolved as quickly as possible.
- 147. Clause 2 allows the Commonwealth to take action where it reasonably believes the Grantee has failed to comply with the Agreement, or is unlikely to be able to perform the Activity, or manage the Grant, in accordance with the Agreement, the Commonwealth may be able to withhold the Grant, or take other action against the Grantee by giving notice. These other actions include the range of possible remedies open to the Commonwealth under SGC 19 which include:
 - A. reduction in the scope of the Agreement (clause 19.1);
 - B. suspension of the Grantee from the Activity (clause 19.2); or
 - C. termination of the Agreement (clause 19.3).
- 148. Alternative Options 1 and 2 to SGC2 allows the Commonwealth to impose more specific requirements on the Grantee with respect to the Grant. These requirements are that the Grant must be held in a bank account controlled by the Grantee (Option 1), or that the relevant bank account must be established solely for the purposes of the Activity and separate from the Grantee's other operational accounts (Option 2).
- 149. Note that to retain the Commonwealth's full options to invoke one of these actions under SGC19, it is important that any the notice under SGC2 has been correctly issued and any subsequent non-compliance by the Grantee has been carefully documented.
- 150.A SGC2 notice will also operate as a trigger clause for the following Supplementary Terms if they have been imported into the Agreement from the Clause Bank:
 - CB16. Step-in rights
 - CB17. Grant Administrator
 - CB18. Management Adviser
- 151.SGC9 deals with the taxation implications of a Grant. Under default SGC9, the Grantee agrees to pay GST payable on supply made under the Agreement. The Alternative Option allows the Commonwealth to issue the Grantee with a recipient created tax invoice.
- 152.SGC10 contains the second main obligation on the Grantee, which is to spend the Grant for the purpose of the Activity only. It also requires the Grantee to provide a signed

- statement verifying that the Grant was spent in accordance with the Grant Details within one month after the Activity Completion Date.
- 153.SGC10 sets out the requirements in relation to financial reporting and acquittals. At item 'E. Reporting' in the Grant Details, you should specify the form and content of the signed statement. You should also indicate who should sign the statement. This may be the Grantee's representative as indicated at item 'F. Party representatives and address for notices' of the Grant Details. In other circumstances, it may be appropriate to specify some other representative of the Grantee, for example, the chief financial officer.
- 154. The default position under SGC10 is that the Grantee agrees to provide the Commonwealth with a signed statement verifying the proper expenditure of the Grant with one month of the Activity's completion date.
- 155.SGC10 also allows the Commonwealth to impose more specific obligations. Option 1 allows the Commonwealth to require the Grantee to provide an income and expenditure statement in relation to the Grant and the Activity at least every 12 months during the term of the Activity. Option 2 allows the Commonwealth to require the Grantee to provide independently audited financial acquittal reports after each 12 month anniversary of the Activity's start date during the term of the Activity. Option 2 also sets three months as the default timeframe for the first report after the Activity Completion Date if no other timeframe is set by the Commonwealth.
- 156.Under SGC11, the Commonwealth can require the Grantee to repay any amount of the Grant that is misspent or that is additional to the requirements of the Activity, unless agreed otherwise.
- 157.SGC11 also allows the Commonwealth to deduct an amount to be repaid from future payments of the Grant (or deal with that amount as directed by the Commonwealth) rather than requiring repayment. This may be more administratively efficient where there are future payments of the Grant to be made. You should be careful when deducting from future payments where there are multiple Grants under the one Agreement. Each Grant should be separately accounted for and excess or misspent amounts of one Grant should generally not be 'transferred' or 'set-off' against other Grants with the same Grantee.
- 158. Supplementary Term CB27 Rollover of Surplus and Uncommitted Funds can enable an entity and Grantee to treat and account for funds, left over from previous grants for activities that are the same or similar, as part of the Grant provided under this Agreement.

5.3 How is the relationship governed?

- 159. This section of the user guide concerns the relationship between the Commonwealth (represented by your entity) and the Grantee. It covers acknowledgements, notices, subcontracting, conflict of interest, the legal relationship between the Parties, and variations to the Agreement.
- 160.SGC3 deals with acknowledgements. It is common practice for a recipient of an Australian Government grant to acknowledge the Australian Government's support in grant-related material and this is required by SGC3. There may be specific wording that you would like used, such as a reference to the grant program under which the Grant is provided. SGC3 also prohibits any public announcement by the Grantee of the awarding of the Grant in connection with the Agreement without the Commonwealth's prior written approval.

- 161.Often the form of the acknowledgement will include the Commonwealth Coat of Arms or the administering entity's logo. The Alternative Option to SGC3 allows the Commonwealth to prohibit use of the Commonwealth Coat of Arms in connection with the Grant or Activity without the Commonwealth's prior written approval.
- 162.SGC4 sets out when and how one Party must give the other Party notice. SGC4 requires both the Commonwealth and the Grantee to notify the other if something happens that is reasonably likely to have a negative effect on the carrying out of the Activity, the management of the Grant or anything else that party is required to do under the Agreement.
- 163.SGC4 requires all notices given by a Party under the Agreement be in writing and addressed to the other Party's representative (as specified in item 'F. Party representatives and address for notices' of the Grant Details or as most recently updated). Notices in writing include electronic communications such as email.
- 164. The Alternative Option to SGC4 sets out when a notice is deemed to have been effective. The Alternative Option also enables the Commonwealth to give the Grantee notice of certain minor or administrative changes to the Agreement without the need for a formal variation in accordance with SGC8. The notice must be in accordance with SGC4. This is limited to minor or administrative changes that do not increase the Grantee's obligations under the Agreement, such as a change of contact details, indexation or a change of reporting date to the benefit of the Grantee. Any such changes are legally binding. If there is any doubt about whether the change is minor or administrative and doesn't increase the obligations of the Grantee, a formal variation to the Agreement should be made. A Notice of Change template is available for use in making these minor or administrative changes.
- 165. While notices under SGC4 will need to be in writing by the Party giving notice, not all communication between the Parties needs to be in writing and signed. Generally, written notification will be required for any official correspondence in relation to the Grant or under the Agreement, such as accepting reports, withholding payment (see SGC2), reduction, suspension or termination for fault (see SGC19) and cancellation for convenience (see SGC20).
- 166. Day-to-day interaction between you and the Grantee can be undertaken in a less formal setting. However, you should ensure that appropriate file notes and other records are kept and that anything significant is confirmed in writing.
- 167.SGC5 clarifies that the Agreement does not make either Party the employee, agent or partner of the other Party. It also makes it clear that no Party can bind or represent the other Party to someone outside the Agreement (i.e. the Grantee is not part of your entity, or able to speak on behalf of your entity, just because it is undertaking the Activity).
- 168.SGC6 deals with subcontracting. Under the default SGC6, the Grantee is not required to obtain the Commonwealth's approval prior to engaging subcontractors. The Grantee remains responsible for the compliance of subcontractors with the Agreement. The Grantee is still required to provide the details of any subcontractors to the Commonwealth upon request.
- 169. The Alternative Options of SGC6 allows the Commonwealth to impose more specific requirements in respect of subcontracting. Option 1 allows the Commonwealth to require the Grantee to seek the Commonwealth's prior written consent (on any reasonable and

- appropriate conditions) before the Grantee can subcontract any part of the performance of the Activity. Option 2 allows the Commonwealth to impose the additional requirement that the Grantee agrees to remove a subcontractor from the Activity at the reasonable request of the Commonwealth.
- 170. It will be the Grantee's responsibility to manage any issues with subcontractors, given they are best placed to do this. Under the Agreement, the Grantee is required to ensure that all relevant aspects of the Agreement are complied with, regardless of whether subcontractors are involved.
- 171.Under SGC7, the Grantee agrees to notify the Commonwealth promptly of any conflict of interest issues, which could affect its performance of the Agreement. The inclusion of a conflict of interest provision is common for most types of agreements with the Commonwealth. The Grantee is also required to take action to resolve conflict, which will depend on the nature of the conflict.
- 172. Where the Grantee fails to take appropriate action to resolve a conflict, you may be entitled to enforcement provisions, such as withholding payments.
- 173.SGC8 requires that any variations to the Agreement are recorded in writing and signed by both Parties. It is not uncommon for a grant agreement to need to be varied during the life of the agreement. For example, intervening factors may require milestones or the timing of payments to change. While these issues are likely to be initially addressed through discussions with the Grantee, it is important that any variations are formally recorded in writing and signed by the appropriate personnel. This reduces the risk of uncertainty regarding the Parties' respective roles and responsibilities. The SGC4 Alternative Option provides for those minor or administrative changes that do not increase the Grantee's obligations to be notified to the Grantee without the need for a variation.
- 174.SGC8 also clarifies that the Grantee cannot assign its rights or obligations without the Commonwealth's approval and that waiver of any right under the Agreement can only be effected by signed written notice.

5.4 How is information to be handled?

- 175. This section of the user guide deals with information under the Agreement. It covers record keeping, intellectual property, privacy and confidentiality.
- 176.SGC12 sets out the record keeping requirements under the Agreement. Under the default position in SGC12, the requirement for the Grantee to maintain records of expenditure ceases when the Agreement ends. The Alternative Option of SGC12 requires the Grantee to maintain specific classes of records for five years after the Activity Completion Date. Note that it is important that the Agreement End Date is after the time that all reports are provided.
- 177.SGC17 contains the default position under the Agreement with respect to Intellectual Property Rights (IPR). This is that the Grantee owns all IPR in Activity Material and Reporting Material, except in the case of Existing Material with IPR originally owned by someone other than the Grantee. Whoever is the original owner of IPR in Existing Material retains ownership. The Commonwealth is granted a licence with regard to Reporting Material only for Commonwealth Purposes. Activity Material, Reporting Material, Existing Material and Commonwealth Purposes are defined in SGC22.

- 178. The default licence in SGC17 allows the Commonwealth to adapt and use the reports, and the intellectual property contained in them free for Commonwealth Purposes (which do not include commercial purposes). This licence covers, for example, reporting to Ministers or publishing on the entity website. Activity Material is specifically excluded from the default licence.
- 179. Where the purpose of the Grant is to produce some sort of product, such as a pamphlet or training tools, which the Commonwealth may want to use or adapt, the licence granted under SGC17 is likely to be insufficient. Supplementary Terms 'CB3 Intellectual property in Activity Material', CB3A Intellectual property research' and 'CB3B Creative Commons licence' expand the rights and obligations relating to intellectual property in Activity Material (see Part 3 above).
- 180. The default licence granted under SGC17 does not include specific provisions dealing with moral rights. If the proposed Activity includes the development of indigenous intellectual property; matters with a distinct religious, spiritual, moral or ethical context; work where there is a high degree of artistic sensitivity; or work that may need to be heavily adapted or edited by the Commonwealth, you should consider using Supplementary Term CB3 from the Clause Bank, which requires the Grantee to obtain written moral rights consents. If indigenous intellectual property is involved, you should also consider including Supplementary Term 'CB28 Secret and Sacred Indigenous Material'.
- 181.SGC14 defines the obligations on the Grantee with regard to Personal Information under the Agreement. Under the default Condition, the Grantee agrees to comply with the *Privacy Act 1988*, and not to do anything which, if done by the Commonwealth, would be a breach of the *Privacy Act 1988*.
- 182. The Alternative Options impose more specific obligations upon the Grantee. Option 1 will require the Grantee to make any subcontractor or personnel aware of its obligations when dealing with personal information, and to immediately notify the Commonwealth of any breach in the handling of personal information.
- 183. Option 2 allows the Commonwealth to prohibit the Grantee from sending any personal information outside Australia without the Commonwealth's written approval.
- 184.SGC15 concerns confidentiality. It is designed to be consistent with the obligations that exist at common law regarding confidential information.

5.5 How are risks managed?

- 185. This section of the user guide deals with the management of certain risks under the Agreement. It covers insurance. Determining what is adequate insurance for a given Activity depends on the nature and circumstances of the Activity and the Grantee. The template assumes the Grantee, rather than the Commonwealth, is best placed to assess the type and amount of insurance required for the Activity.
- 186. The default position under SGC16 requires the Grantee to maintain adequate insurance, and to provide proof of insurance when requested. It is important for entities to be aware whether the risk for which the Grantee is expected to obtain insurance is in fact insurable. If in doubt speak to the risk or assurance area of your entity.

- 187. Option 1 requires the Grantee to maintain a range of common insurance policies for so long as any obligations remain in connection with the Agreement. This Option also allows the Commonwealth to specify any additional insurance under the Grant Details.
- 188. Option 2 allows the Commonwealth to require the Grantee to conduct a risk assessment to determine what insurance would be appropriate to mitigate risks identified in the risk assessment.

5.6 How are disputes resolved?

- 189. This section of the user guide deals with dispute resolution under the Agreement. The expectation is that the Parties will seek to resolve disputes through negotiation before resorting to litigation.
- 190.SGC18 requires the Grantee and the Commonwealth to attempt to resolve any disputes by negotiation before initiating any legal proceedings. However, the requirement to negotiate does not apply to actions relating to termination, cancellation or urgent litigation.
- 191.Importantly, both Parties must continue to perform their respective obligations under the Agreement even where a dispute exists. This ensures that unrelated aspects of the Activity are not disrupted during the course of negotiations in relation to a dispute.

5.7 How is the Agreement ended early?

- 192. This section deals with some ways the Agreement can be ended before the Completion Date. It covers termination and cancellation as well as clauses that survive the end of the Agreement.
- 193.SGC19 allows the Commonwealth to take action when the Grantee has failed to comply with the Agreement. In circumstances where the Commonwealth believes that the non-compliance is capable of remedy, SGC19.2 allows the Commonwealth to suspend the Grantee from further performance of the Activity.
- 194. If the Commonwealth believes that the non-compliance is not capable of remedy, or the Grantee has failed to comply with a notice to remedy, SGC19.1 allows the Commonwealth to reduce the scope of the Agreement by written notice.
- 195.SGC19.3 allows the Commonwealth to terminate the agreement where the Commonwealth believes the Grantee committed certain breaches of the Agreement, or the Grantee has provided false or misleading statements in their application for the Grant, or the Grantee has encountered substantial financial difficulties.
- 196. Terminating or reducing the scope of an Agreement for default has serious implications. In addition to considering the policy and program issues, you should consider seeking legal advice before using SGC19 to take such action against a Grantee.
- 197.SGC20 provides that the Commonwealth may cancel or reduce the scope of the Agreement in limited circumstances, even though the Grantee may not have breached its obligations under the Agreement. The two circumstances include where there is a change in government policy, or where there is a Change in the Control of the Grantee which the Commonwealth believes will negatively affect the Grantee's ability to comply with the Agreement. It is not expected that this clause would be used very often.

- 198. Where a Grantee receives a notice of cancellation under this clause, it must stop performing the obligations of the Agreement, as specified in the notice, and take all available steps to minimise any loss resulting from the cancellation. This would include not entering into any new commitments in relation to the Activity.
- 199.Unlike termination for default, the Commonwealth will be liable to pay certain amounts to ensure that the Grantee is not unfairly disadvantaged by the decision to cancel the Agreement. This includes reimbursing reasonable expenses arising directly from the cancellation. What constitutes a reasonable expense will depend on the circumstances. However, it will not extend to indirect expenses or losses of prospective profits or benefits and cannot exceed the amount of the Grant.
- 200. Cancelling an Agreement for convenience has serious implications. In addition to considering the policy and program implications, you should consider seeking legal advice before using SGC19 to cancel an Agreement.
- 201.SGC21 lists the SGCs that will continue to operate after the Agreement has ended. An example is the requirement to repay any amount not spent in accordance with the Agreement or where the Commonwealth sought indemnification in relation to a claim arising under the Agreement, which may occur after the Agreement has ended.

What are the definitions?

202.SGC22 lists terms defined under the Agreement. Definitions are designed to help clarify words which have a specific meaning under the Agreement. You should only use these words, when capitalised, the way they are defined in SGC22.

TABLE: STANDARD AGREEMENT CLAUSE BANK PROVISIONS

		OPTION 1					OPT	TON 2	
CB1. Other Contributions	CB1.1 In this Agreer table below:	ment, Other Contributions means the financial or in	n-kind contributions oth	er than the Grant set out in the	CB1.1 In this A	greement, Other Contribut	ons means the financial o	or in-kind contributions other	than the Grant set out in the table below:
	Contributor	Nature of Contribution	Amount (GST [incl/ excl])	Timing	Contributor	Nature of Contribution	Amount (GST [incl/ excl])	Timing	
	[insert Grantee or name of third party providing the Other Contribution]	[insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc]	\$[insert amount]	[insert date or Milestone to which the Other Contribution relates]	[insert Grantee or name of third party providing the	[insert description of contribution, e.g., cash, access to equipment, secondment of	\$[insert amount]	[insert date or Milestone to which the Other Contribution relates]	
			\$		Other Contribution]	personnel etc]			
	(b) terminate	payment of the Grant until the Other Contributions this Agreement in accordance with clause 19 of the	iis Agreement.		CB1.4 If the Ot (a) susp (b) term CB1.5 The Grain entitled to receive discretion reduce	end payment of the Grant of the Grant of the Grant of the Control of the Control of the Grant by the Grant by the Grant by	er Contributions to under crovided or used in accord until the Other Contribution cordance with clause 19 commonwealth within 10 E contributions in respect of	take the Activity. dance with this clause, then the ons are provided; or of this Agreement. Business Days after entering in	nto any arrangement under which the Grantee is e Other Contributions. The Commonwealth may at its
Policy intent	Imposes a requirement the Activity.	t on the Grantee to receive and use other contribut	tions (monetary or in-kir	nd) which will also contribute to	- provide written				ich will also contribute to the Activity; and commenced to avoid double-dipping.
Risk/s to be mitigated		e has the capacity to complete the Activity where t e accounts for funding received from other sources		source of funding		is a commitment from the p ntee seeking additional fun		ntributions n other sources after the Agr	reement date.

			C	OPTION 1						OPTION 2		
CB2. Activity Budget	CB2.1 The Gra Budget below:	ntee agrees to use the	Grant [and any Other Co	ontributions] and undertak	ce the Activity consistently v	with the Activity			•	from the Consolidated Re		with the Activity Budget below:
	Expenditure Item	Description	Grant Contributions (GST [incl/ excl])	Other Contributions – Grantee (GST [incl/ excl])	Other Contributions - Third parties (GST [incl/ excl])	Total Cost (GST [incl/ excl])	Expenditure Item	Description	Grant Contributions (GST [incl/ excl])	Other Contributions – Grantee	Other Contributions - Third parties	Total Cost (GST [incl/
	[insert reference]	[insert description of the expenditure item]	[insert amount of Grant contributed to this budget item]	[insert amount of Grantees own funds contributed to this budget item]	[insert amount of other sources of funding contributed to this budget item]	[insert total amount cost of the budget item]	[insert reference]	[insert description of the expenditure item]	[insert amount of Grant contributed to this budget item]	[insert amount of Grantees own funds contributed to this budget item]	(GST [incl/ excl]) [insert amount of other sources of funding contributed to this budget item]	[insert total amount cost of the budget item]
							Annual Capped Ar Financial Year [Insert financial y	mounts //ear: yyyy/yy]		Annual Capped Amo \$[amount] \$[amount]		

	OPTION 1	OPTION 2
		[Insert financial year: yyyy/yy] \$[amount]
		[Insert financial year: yyyy/yy] \$[amount] Total \$ \$[amount]
		· cea.· y
		CB2.4 The Commonwealth is not required to make a payment if it would result in the amount paid in a financial year exceeding that Annual Capped Amount for that financial year specified in the table under clause CB2.3.
		CB2.5 In accordance with the Activity Budget under clause CB2.2, the Annual Capped Amounts may not be exceeded unless the Commonwealth specifically approves an increase of that amount under clause CB2.7.
		CB2.6 Subject to this clause, the Grantee may reallocate expenditure in respect of categories of expenditure in the Activity Budget, provided it does not materially change the Activity, any Milestone(s) set out in this Agreement, or cause the Grantee to be in breach of any of its obligations under this Agreement.
		CB2.7 The Grantee must give the Commonwealth by: (a) 1 February each Financial Year; or (b) at any time the Grantee wishes to request a variation to any one or more of the Annual Capped Amounts; or (c) if otherwise requested by the Commonwealth, a revised Activity Budget in a form acceptable to the Commonwealth. The revised Activity Budget must clearly identify any proposed changes, including of any proposed changes to the Annual Capped Amounts, and an explanation reasons for the proposed changes.
		CB2.8 The Commonwealth may, at its discretion, approve or reject a revised Activity Budget provided under clause CB2.7 and/or any proposed changes to the Annual Capped Amounts. The Commonwealth's approval may be granted subject to conditions.
		CB2.9 If a revised Activity Budget and any proposed changes to the Annual Capped Amounts are approved by the Commonwealth, then it will become the Activity Budget and, if relevant, the Annual Capped Amounts will be adjusted accordingly.
Policy intent	Provides the Commonwealth: - with a projected forecast of the Grantee's expenditure of the Grant; - oversight of the Grantee's actual expenditure of the Grant against the Grantee's projected forecast.	Provides the Commonwealth with oversight of how the Grantee spends the Grant by imposing Annual Capped Amounts which the Commonwealth will pay to the Grantee.
Risk/s to be mitigated	- Grantee's actual expenditure of the Grant is in excess of the Activity Budget resulting in the Activity being unable to be delivered within budget.	- Grantee's expenditure of the Grant in excess of the Activity Budget resulting in the Activity being unable to be delivered.

	OPTION 1	OPTION 2
CB3. Intellectual property in Activity Material	CB3.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth. CB3.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for	CB3.1 The Parties agree that the ownership of Intellectual Property Rights in the Activity Material is shared between the Parties as [set out at Schedule X] [or] [as follows: Intellectual Property Rights in Activity Material owned by Commonwealth (Commonwealth Activity Material): (a) [insert]
	Commonwealth Purposes. CB3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause CB3.2) will not infringe any third party's Intellectual Property Rights.	(b) Intellectual Property Rights in Activity Material owned by the Grantee (Grantee Activity Material): (a) [insert] (b)
	CB3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.	CB3.2 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth. CB3.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, modify, communicate, reproduce, publish, and adapt the Grantee's Activity Material as specified in the Grant Details for Commonwealth Purposes. CB3.4 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause CB3.3) will not infringe any third party's Intellectual Property Rights. CB3.5 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.
Policy intent	To allow the Commonwealth to use Activity Material provided by the Grantee that is specified in the Grant Details. The Commonwealth will be able to receive a copy of and review, but will not be able to otherwise use, other Activity Material provided to it under clause CB3.1. To require the Grantee to obtain moral rights consents for Reporting Material and Activity Material specified in the Grant Details.	To provide for arrangements for IP in grant agreements involving publicly funded research or policy where the Commonwealth wishes to own some of the IP.

	OPTION 1	OPTION 2
D: 1 /	IP clause has been reinstated in general grant conditions to cover Reporting Material only (see clause 17).	
Risk/s to be mitigated		
miligated		
	OPTION 3	
CB3A. Intellectual	CB3A.1 In this Agreement:	
property – research	Application means [insert]	
	National (IPPF Research) Principles means the National Principles of Intellectual Property for Publicly Funded Research (available at: http://www.arc.gov.au/policy) and any successor document.	
	CB3A.1 The Commonwealth agrees not to claim ownership of any Intellectual Property Rights in an Application or in any research arising from the Activity.	
	CB3A.2 The Grantee agrees to: (a) comply with an intellectual property policy which:	
	(i) is approved by the Grantee's governing body;	
	(ii) has as one of its aims, the maximisation of benefits to Australia arising from publicly funded research; and (iii) complies with the National (IPPF Research) Principles;	
	(b) ensure that the Grantee and all applicants for participation in the Activity are familiar with the current intellectual property and patent landscape for the research areas included in the Application.	
	CB3A.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub-license) to use, modify, communicate, reproduce, publish and adapt the Activity Material.	
Policy intent	To provide for arrangements for IP in grant agreements involving publicly funded research where the Commonwealth does not wish to have any claim over the IP.	
Risk/s to be mitigated	- The Commonwealth is unable to use IP material created by the Grantee as a result of the Grant.	

CB3B. Creative Commons licence	CB3B.1 The licence in clause 17 includes a right for the Commonwealth to licence the Reporting Material [, and any Activity Material specified in the Grant Details,] to the public under a Creative Commons Attribution licence (CC BY licence).	
Policy intent	To allow the Commonwealth to publish Reporting Material and any Activity Material specified in the Grant Details under a creative commons attribution licence so as to align, where necessary and appropriate, with entities' website publishing requirements.	
Risk/s to be mitigated	- The Commonwealth is unable to publish material it receives from the Grantee on a CC BY basis on its website.	

				OPTION 1							OPTION 2						
CB5. Equipment and assets	Asse				vise brought into existenco		Ass				created or otherwerty Rights [and rea			wholly, or in	part, with the	use of the C	irant
	equipment or		ding GST) or more,	apart from those listed	val to use the Grant to pu in the Activity Budget and		\$[insert] (incl	uding GST) or m		hose listed in the	ior written approv Activity Budget an			hase any iten	n of equipme	nt or Asset f	or
	CB5.3 Unle	_	vriting by the Com	monwealth, the Grantee	must ensure that it owns	any equipment or Asset	CB5.3 Unl	-	greed in writing b	y the Commonwe	ealth, the Grantee	must ensure	e that it owns a	ny equipmen	t or Asset acc	quired in wh	ole or
	the Activity. T conditions. CB5.5 The Asset's purcha	he Commonwealth may Grantee agrees to maint	give its agreement	t subject to conditions and the subject to conditions are subject to conditions and the subject to conditions are subject to conditions and the subject to conditions are subject to conditions and the subject to conditions are subject to conditions and the subject to conditions are subject to conditions and the subject to conditions are subject to conditions are subject to conditions are subject to conditions are subject to conditions.	ne Grantee agrees to use to the Grantee must complete from the Grantee must complete from the Grantee from t	more at the time of the	(a) (b) (c) (d) (e)	use the Asset so not encumber, g hold the Asset so maintain the Asse ensure the Asse	lely for the purpo grant a security in ecurely and safeg set in good worki t is properly insu	oses of the Activity terest over or dis uard it against the ng order; red for its full repl	et, the Grantee agr y; pose of the Asset eft, loss, damage, of acement value; an icences for the Ass	without the or unauthor		h's prior writ	ten approval	;	
	Item Number	Description	Date of acquisition	Grant Contributions	Other Contributions - Grantee	Other Contributions – Third Parties					with a value of \$[elow and to provid					et's purchas	≘,
	[insert reference]	[insert description of the equipment or asset]		[insert amount of Grant contributed to this item]	[insert amount of Grantees own funds contributed to this item]	[insert amount of other sources of funding contributed to this item]	Item Number	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions — Third Parties	Total Cost	Date of acquisition	Is the Asset owned or leased?	Date disposed of	Proceeds of any sale or disposal	Und valu
					transfer any Asset to the C cted by the Commonwealt		[insert reference]	[insert description of the equipment or asset]	[insert amount of Grant contributed to this item]	[insert amount of Grantees own funds contributed to this item]	[insert amount of other sources of funding contributed to this item]	[insert total amount cost of the item]					
							Grant and us CB5.7 If a the Asset is p CB5.8 On	n Asset is lost, da romptly repaired the expiration of	ses of the Activity amaged or destro d, replaced or oth r termination of t	y. oyed then, unless nerwise reinstated the Agreement, th	otherwise agreed This clause CB5 of the Grantee agrees The Grantee agrees as directed by	in writing by continues to to transfer a	the Commonv apply to the re	vealth, the G	rantee agrees et.	s to ensure t	
Policy intent		ommonwealth's rights ir rantee's own funds via th			nased with the Grant and a	avoids Grant funds being	Protects the Grantee's ow	Commonwealth'	s rights in relatio	n to any equipme	nt or assets purchases additional Gran	ased with th	e Grant and av		-		er
Risk/s to be mitigated	- Grantee uses A	Assets for unauthorised p	ourposes.						thorised purpose s from loss or dar		riately disposes of	Assets.					

CB6. Specified Personnel	CB6.1 The Grantee agrees that the following personnel (Specified Personnel) will be involved in the Activity as set out below: [insert details, including name and nature of the role or work to be undertaken]	
	CB6.2 The Grantee agrees to notify the Commonwealth as soon as practicable if the Specified Personnel are unable to perform the work as required under this clause.	
	CB6.3 The Grantee agrees to remove any personnel (including Specified Personnel, subcontractors, agents or volunteers) involved in the Activity at the request of the Commonwealth.	
	CB6.4 If clause CB6.2 or clause CB6.3 applies, the Grantee will provide replacement personnel acceptable to and at no additional cost to the Commonwealth at the earliest opportunity and without any interruption to the Grantee's compliance with its other obligations under this Agreement.	
Policy intent	Allows the Commonwealth to exercise input and control over the personnel who work on the Activity.	
Risk/s to be mitigated	- Commonwealth believes the Grantee's Specified Personnel are inappropriate to be involved in the Activity.	

CB7. Relevant qualifications, licences, permits, approvals or skills	CB7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity: and (a) are appropriately qualified to perform the tasks indicated; (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity [,including: [insert details of relevant activities and the qualifications, skills or other requirements of personnel performing those activities (e.g. certificate 4 etc)]; and (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.	
	Imposes obligations on the Grantee about the relevant skills and qualifications of personnel engaged to work on the Activity.	
sk/s to be itigated	- Personnel with inappropriate qualifications or skills are engaged to work on the Activity.	

CB8. Vulnerable Persons

CB8.1 In this Agreement:

Criminal or Court Record

means any record of any Other Offence;

Other Offence

means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order

relating to:

- (a) an apprehended violence or protection order made against the person;
- (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance:
- (c) violence against another person or the injury, but excluding the death, of another person; or
- (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);

paragraphs (a) to

Police Check

means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and

outside Australia) that the Grantee know the person has resided in;

Serious Offence

means:

- (a) a crime or offence involving the death of a person;
- (b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;
- (c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or

(d) an attempt to commit a crime or offence described in (a) to (c):

Serious Record

means a conviction or any finding of guilt regarding a Serious Offence; and

Vulnerable Person

means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

- CB8.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:
 - (a) obtain a Police Check for that person;
 - (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
 - (c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
- (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause CB8.2 remain current for the duration of their involvement in the Activity.
- CB8.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:
 - (a) a Serious Record; or
- (b) a Criminal or Court Record and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.
- CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:
 - (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
 - (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
 - (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
 - (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
 - (e) any other relevant matter,
- and must ensure it fully documents the conduct and outcome of the risk assessment.
- CB8.5 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.
- CB8.6 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:
 - (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or

person does not, from the date of the conviction, perform any work or role relating to the Activity. Policy intent Imposes obligations on the Grantee about the relevant checks of personnel engaged to work on the Activity, including police checks for personnel working with Vulnerable Persons. Risk/s to be mitigated Personnel that are not fit and proper persons are engaged to work on the Activity.
Risk/s to be Personnel that are not fit and proper persons are engaged to work on the Activity.

CB9. Child safety	Definitions	
	CB9.1 In this Agreemen	t:
	Child	means an individual(s) under the age of 18 years and Children has a similar meaning;
	Child-Related Personnel	means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with Children;
	Legislation	means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;
	National Principles for Chil	d Safe Organisations means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: https://www.humanrights.gov.au/national-principles-child-safe-organisations) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;
	Relevant Legislation	means Legislation in force in any jurisdiction where any part of the Activity may be carried out;
	Working With Children Cho	eck or WWCC means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.
	Relevant checks and autho	rity
	relation to the Ac (b) ensure that W all Child-Related Activity.	t: Il Relevant Legislation relating to the employment or engagement of Child-Related Personnel in tivity, including all necessary Working With Children Checks however described; and Yorking With Children Checks obtained in accordance with this clause CB9.2 remain current and that Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the described Safe Organisations and other action for the safety of Children
	(a) implement the (b) ensure that al (c) complete and level of risk of ha (d) put into place through the risk a (e) provide training comply with: (i) the National (ii) the Grantel (iii) Relevant L Checks; (iv) Relevant L and (f) provide the Comay be specified CB9.4 With reasonable this clause CB9. CB9.5 The Grantee agree (a) notify the Com (b) co-operate with implementation of (c) promptly, and	es in relation to the Activity to: e National Principles for Child Safe Organisations; I Child-Related Personnel implement the National Principles for Child Safe Organisations; update, at least annually, a risk assessment to identify the level of responsibility for Children and the rm or abuse to Children; and update, at least annually, an appropriate risk management strategy to manage risks identified issessment required by this clause CB9.3; and an establish a compliance regime to ensure that all Child-Related Personnel are aware of, and all Principles for Child Safe Organisations; e's risk management strategy required by this clause CB9.3; egislation relating to requirements for working with Children, including Working With Children egislation relating to mandatory reporting of suspected child abuse or neglect, however described; ammonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as by the Commonwealth. notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with est to: nonwealth of any failure to comply with this clause CB9; the National Principles for Child Safe Organisations or compliance with this clause CB9; and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, element the National Principles for Child Safe Organisations or any other failure to comply with this
Policy intent	that involves child-related	Grantee about the requirements relating to personnel, including volunteers, working on an Activity work. Helps ensure compliance with relevant State, Territory and Commonwealth legislation, Idren Checks, and with the National Principles for Child Safe Organisations.
Risk/s to be		connel that are not fit and proper to come into contact with children in the course of the Activity.

CB10. Commonwealth Material,	CB10.1 In this Agreement, Commonwealth Material means any Material: (a) provided by the Commonwealth to the Grantee for the purposes of this Agreement; or (b) derived at any time from this Material, including the Material specified in CB10.2, but does not include Reporting
facilities and assistance	Material or Activity Material.
	CB10.2 The Commonwealth agrees to provide the following Material to the Grantee: (a) [insert details] [OR] Not Applicable
	CB10.3 Nothing in this Agreement affects the ownership of Commonwealth Material.
	CB10.4 The Commonwealth grants the Grantee a licence to use the Commonwealth Material for the sole purpose of performing the Activity in accordance with this Agreement. The Grantee agrees to return or destroy all copies of the Commonwealth Material at the expiration or earlier termination of this Agreement as directed by the Commonwealth.
	CB10.5 The Commonwealth agrees to provide the following facilities and assistance to the Grantee for the purpose of the Activity: (a) [insert details] [OR] Not Applicable
	CB10.6 The Grantee agrees to comply with any directions or requirements notified by the Commonwealth when accessing the facilities and assistance or using and storing the Commonwealth Material.
Policy intent	Specifies Grantee obligations in respect of Commonwealth Material.
Risk/s to be	- Grantee makes unauthorised use of Commonwealth Material.
mitigated	- Grantee fails to access, use or store Commonwealth Material as required.

CB11. Jurisdiction	CB11.1 This Agreement is governed by the law of [insert jurisdiction].	
Policy intent	Specifies the laws applicable to the Agreement.	
Risk/s to be mitigated	- Dispute arising between the Commonwealth and Grantee in relation to the laws to be applicable to the Agreement.	

	OPTION 1	OPTION 2
CB12. Grantee trustee of Trust	CB12.1 In this Agreement, Trust means the trust specified in the Parties to the Agreement section of this Agreement.	CB12.1 In this Agreement, Trust means the trust specified in the Parties to the Agreement section of this Agreement.
	CB12.2 The Grantee warrants that: (a) it is the sole trustee of the Trust; and (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and (c) it has entered into this Agreement for the proper administration of the Trust; and (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.	CB12.2 The Grantee warrants that: (a) they are the only trustees of the Trust; and (b) they have full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and (c) they have entered into this Agreement for the proper administration of the Trust; and (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and (e) they have the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement. CB12.3 Each trustee of the Trust is jointly and severally liable for the performance of this Agreement and a reference to the Grantee includes a reference to any one or more of the trustees.
Policy intent	Provides for where the Grantee is the trustee of a trust.	Provides for where the Grantee comprises multiple persons and they are together all of the trustees of a Trust.
Risk/s to be mitigated	- Commonwealth fails to contract with the legal entity of a trust or a trustee who has the necessary level of control over the trust assets.	- Commonwealth fails to contract with the legal entity of a trust or a trustee who has the necessary level of control over the trust assets

	OPTION 1	OPTION 2
B13. Fraud	CB13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.	CB13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.
	CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.	CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.
	CB13.3 If the Grantee becomes aware of: (a) any Fraud in relation to the performance of the Activity; or (b) any other Fraud that has had or may have an effect on the performance of the Activity; then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.	CB13.3 Within 1 month after the Activity's start date, the Grantee must in relation to the Activity: (a) conduct a Fraud risk assessment; and (b) produce a Fraud control strategy, that complies with the Commonwealth Fraud Control Framework available at www.ag.gov.au and provide copies of the risk assessment and the strategy to the Commonwealth.
	CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.	CB13.4 The risk assessment and strategy must: (a) cover the entire Activity, including any aspect being undertaken by any subcontractor or other person or under any other arrangement established by the Grantee relating to the Activity; and
	CB13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to cooperate and provide all reasonable assistance at its own cost with any such investigation.	(b) contain appropriate fraud prevention, detection, investigation, reporting and audit processes and procedures.
	CB13.6 This clause survives the termination or expiry of the Agreement.	CB13.5 If the Grantee becomes aware of a Fraud in relation to the performance of the Activity or any other Fraud that has had or may have an effect on the performance of the Activity, it must: (a) as soon as practicable: (i) notify the Commonwealth; and (ii) report the Fraud to all appropriate law enforcement and regulatory agencies. (b) (within 5 Business Days, and every 5 Business Days thereafter until otherwise notified by the Commonwealth, provide a written report on the incident to the Commonwealth.
		CB13.6 The written reports referred to in clause CB13.5 must include all relevant information in relation to the Fraud, including: (a) the name of the Activity; (b) the nature of the Fraud; (c) name of any personnel or subcontractors involved; (d) the allegation(s), including a chronological account of the facts giving rise to the allegation(s); (e) copies of relevant documents; (f) a nominated contact officer; (g) any other relevant information (for example, political sensitivities, any other party or agency that has been informed, involved or that can assist with investigations); and (h) the current status of any inquiries commenced by the Grantee.
		CB13.7 If the Grantee becomes aware of a Fraud referred to in CB13.5, the Grantee must, at its own cost and in consultation with the Commonwealth, investigate the Fraud based on the principles set out in the Australian Government Investigations Standards available at www.ag.gov.au and in accordance with any directions or standards required by the Commonwealth.
		CB13.8 Whether the Grantee conducts an investigation or appoints an investigator to conduct an investigation, the person conducting the investigation must possess the minimum qualifications specified in the Australian Government Investigation Standards or an equivalent agreed to by the Commonwealth.
		CB13.9 The Grantee must at its own expense provide all reasonable assistance with any investigation being conducted pursuant to this clause.
		CB13.10 After the investigation is finished, if a suspected offender has been identified or at the direction of the Commonwealth, the Grantee must promptly report the Fraud to the appropriate law enforcement agency.
		CB13.11 The Commonwealth reserves the right to: (a) appoint its own investigator to investigate; (b) require the Grantee to replace an investigator appointed by the Grantee under CB13.7 with a person nominated by the Commonwealth; (c) conduct its own investigation of; or (d) report to any law enforcement agency or any other person or entity the Commonwealth deems appropriate, (e) any Fraud in relation to the Activity.
		CB13.12 The Grantee acknowledges that the Commonwealth may share information relating to a Fraud with other Commonwealth and State agencies.
		CB13.13 If any Fraud is found to have taken place in relation to the Activity, the Grantee, in consultation with the Commonwealth, must take all action necessary to recover, replace or return to the Commonwealth any misappropriated funds or property (including paying to the Commonwealth the full value of misappropriated funds and returning or replacing misappropriated or damaged property).
		CB13.14 If the Grantee considers that all reasonable action has been taken to recover the funds or the property and recovery has not been achieved or recovery has only been achieved in part, the Grantee may seek approval from the Commonwealth that no further recovery action be taken.

		CB13.15 This clause survives the termination or expiration of this Agreement, including with respect to any Fraud relating to the performance of this
		Agreement, which is not detected until after this Agreement has been terminated or has expired.
Policy intent	Specifies arrangements to deal with any fraud and subsequent investigation in relation to the Grant.	Specifies arrangements to apply to the Grantee to deal with any fraud and subsequent investigation in relation to the Grant
Risk/s to be	to be - Reduce risk of fraud going undetected - Reduce risk of fraud going undetected	
mitigated		- Ensure any fraud is fully and appropriately investigated

CB14. Prohibited	CB14.1 In this Agreement:	
dealings	Listed Terrorist Organisation means an organisation listed as a terrorist organisation pursuant to Division 102 Code Act 1995 (Cth). This list is available at: https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default	
	Consolidated List means the list of all individuals and entities subject to targeted financial sanction Charter of the <i>United Nations Act 1945</i> (Cth) and the <i>Autonomous Sanctions Act</i> list is available at: https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx ;	
	World Bank Listing of Ineligible Firms and Individuals means the list of firms and individuals ineligible to be awarded a World Bank-fina This list is available at: https://www.worldbank.org/en/projects-operations/procurement/debarred-firms .	nced contract.
	CB14.2 The Grantee agrees to take all reasonable steps to ensure that all individuals or entities involved in carry Activity, including the Grantee itself and its officers, employees, contractors and agents: (a) are not directly or indirectly engaged in preparing, planning, assisting in or the doing of a terrorist act (b) are not, and do not become a Listed Terrorist Organisation; (c) are not, and do not become listed on the Consolidated List; (d) are not, and to do not become listed on the World Bank Listing of Ineligible Firms and Individuals; (e) are not owned or controlled by any individual or entity mentioned in the lists referred to in CB14.2 (b) (f) do not provide direct or indirect support, resources or assets (including any Commonwealth funding) or entity associated with terrorism or mentioned in the lists referred to in CB14.2 (b) to (d). CB14.3 The Grantee agrees to inform the Commonwealth immediately if the Grantee discovers that the Grantee its officers, employees, contractors or agents or any other individual or entity involved in carrying out the Activity contravened this clause CB14.) to (d); and to any individual
Policy intent	Impose obligations on grantees in relation to individuals or organisations they engage or have dealings with.	
Risk/s to be mitigated	- Reduce risk of terrorism financing	

CB15. Anti- corruption	CB15.1 In this Agreement:	
corruption	Illegal or Corrupt Practice means directly or indirectly: (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.	
	CB15.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.	
	CB15.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not: (a) engage in an Illegal or Corrupt Practice; or (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the Criminal Code Act 1995 (Cth).	
	CB15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in CB15.3 in relation to the performance of the Activity.	
Policy intent	- Prevent bribes and corruption in Australia or overseas by grantees and their personnel/contractors	
Risk/s to be mitigated	- Illegal and corrupt practices	

CB16. Step-in rights	CB16.1 If:		
	(a) the Commonwealth issues a notice under clause 2.2;		
	(b) an event in clause 19.3.1.c of the Agreement occurs; or		
	(c) the Grantee requests that the Commonwealth exercise its rights under this clause,		
	the Commonwealth may, at its discretion, give a notice to the Grantee that the Commonwealth intends to		
	exercise its rights under this clause CB16 and the date from which this notice will take effect (Step In Notice).		
	CB16.2 From the date specified in the Step-in Notice:		
	(a) other than as directed by the Commonwealth, the Grantee will cease being responsible for the performance		
	of the Activity;		
	(b) the Commonwealth may, acting on its own behalf or through a nominee, take any step to manage the Activity		
	that is reasonably necessary as determined by the Commonwealth and having regard to the trigger event(s)		
	giving rise to the relevant Step-in Notice;		
	(c) the Commonwealth's obligation to pay the Grant is suspended; and		
	(d) the Grantee agrees to provide all reasonable assistance and comply with any direction of the Commonwealth		
	to enable the Commonwealth to exercise its rights under this clause and manage the Activity.		
	CB16.3 The Commonwealth may withdraw the Step-in Notice if in the Commonwealth's reasonable opinion:		
	(a) the circumstances giving rise to the trigger event have ceased or are able to be appropriately managed by the		
	Grantee; and		
	(b) the Grantee will otherwise be able to comply with its obligations under this Agreement.		
	CB16.4 The Commonwealth will by written notice advise the Grantee of:		
	(a) the date when the Step-in Notice will be withdrawn and the Grantee will resume responsibility for the		
	Activity; and		
	(b) the amount by which the Grant will be reduced, which will be proportionate to the costs incurred by the		
	Commonwealth in exercising its rights under this clause.		
Policy intent	- Allows the Commonwealth to step in and take control of the Activity in circumstances where the Grantee is unable to		
	continue to deliver the Activity.		
Risk/s to be mitigated	- Delay or failure to deliver the Activity due to the Grantee's inability to administer the Grant properly.		

CB17. Grant Administrator	CB17.1 If the Commonwealth issues a notice under clause 2.2 the Commonwealth may appoint an administrator to oversee the performance of the Activity and the management of the Grant (Grant Administrator).
	CB17.2 The Commonwealth can appoint a Grant Administrator for any period and on any terms and conditions that the Commonwealth considers appropriate.
	CB17.3 The Commonwealth will give the Grantee notice of the appointment of a Grant Administrator that specifies: (a) the proposed period of the appointment; (b) the roles and responsibilities of the Grant Administrator; and (c) a summary of reasons why the Commonwealth has made the appointment, if the Commonwealth considers that providing such a summary is practicable and appropriate.
	CB17.4 The Commonwealth may appoint more than one Grant Administrator at the same time.
	CB17.5 The Grantee agrees to: (a) consider, in a timely manner and in good faith, all advice given to the Grantee by a Grant Administrator; (b) co-operate actively, fully and in good faith with, and provide all assistance, material and facilities reasonably required by a Grant Administrator; and (c) comply with all directions given by a Grant Administrator relating to the administration of the Grant.
	CB17.6 A Grant Administrator that provides a report to the Commonwealth: (a) does so independently of the Grantee; and (b) does not reduce the Grantee's obligations to provide reports under this Agreement.
	CB17.7 A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.
Policy intent	- Allows the Commonwealth to appoint an administrator to oversee the use of the Grant if it does not have confidence in the Grantee's ability to administer the Grant properly.
Risk/s to be mitigated	- Delay or failure to deliver the Activity due to the Grantee's inability to administer the Grant properly.

CB18.	CB18.1. If the Commonwealth issues a notice under clause 2.2, the Commonwealth may, at its discretion and at its own cost,	
Management	appoint an adviser to perform functions as determined by the Commonwealth (Management Adviser), which may include:	
Adviser	(a) advising the Grantee on:	
	(i) the Grantee's operations and corporate governance arrangements;	
	(ii) the management of the Activity;	
	(iii) the management of the Grantee's personnel;	
	(b) with the Grantee's consent, assisting the Grantee with any of the matters specified in the Grant Details;	
	(c) cooperating with any Grant Administrator appointed in respect of the Grantee under this Agreement; and	
	(d) providing any other advice to the Grantee that the Commonwealth requires.	
	(a) providing any other advice to the Grantee that the Commonwealth requires.	
	CB18.2 The Commonwealth will give the Grantee notice of its intention to appoint a Management Adviser that specifies:	
	(a) the proposed period of the appointment;	
	(b) the proposed roles and responsibilities of the Management Adviser; and	
	(c) if the Commonwealth considers it practicable and appropriate, a summary of reasons why the Commonwealth	
	intends to make the appointment.	
	CB18.3 Without limiting the Commonwealth's discretion to appoint a Management Adviser and where practicable, the	
	Grantee shall have 14 days after the Grantee receives the Commonwealth's notice of intention given pursuant to CB18.2 to	
	provide the Commonwealth with reasons why a Management Adviser should not be appointed.	
	, , , , , , , , , , , , , , , , , , , ,	
	CB18.4 Upon appointment of a Management Adviser, the Commonwealth shall inform the Grantee of the scope of the	
	appointment and its duration and of any extensions to the period of appointment.	
	CB18.5 The Grantee agrees to cooperate with a Management Adviser and comply with any directions and recommendations	
	given by the Management Adviser in relation to the performance of this Agreement.	
	CB18.6 A Management Adviser who provides a report to the Commonwealth in relation to the Grantee:	
	(a) does so independently of the Grantee; and	
	(b) does not reduce the Grantee's obligations to provide Reports to the Commonwealth under this Agreement.	
	CB18.7 A Management Adviser is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the	
	Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Management Adviser is not appointed to	
	act, and does not act, as a member or shadow member of the Grantee's governing board. A Management Adviser cannot enter	
	into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.	
Policy intent	- Allows the Commonwealth to appoint a management adviser to oversee the management of the Activity if it does not have	
	confidence in the Grantee's ability to administer the Grant properly	
Risk/s to be	- Delay or failure to deliver the Activity due to the Grantee's inability to manage the Activity properly.	
mitigated		

CB19. Indemnities	CB19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.	
	CB19.2 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.	
Policy intent	- Aims to protect the Commonwealth from any claim for compensation by the Grantee arising in relation to the Activity by transferring the risk of any loss or damage to the Grantee	
Risk/s to be mitigated	- Claims against the Commonwealth for compensation resulting from damage or loss connected with the Grantee's delivery of the Activity which the Grantee is responsible.	

	OPTION 1	OPTION 2
CB20. Compliance	CB20.1 In this Agreement:	CB20.1 In this Agreement:

	OPTION 1	OPTION 2
with Legislation and policies	Legislation means a provision of a statute or subordinate legislation of the Territory or local authority CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comp policies as notified, referred or made available by the Commonwealth to the Grantee (include)	CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement. Agreement. CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).
Policy intent	Aims to protect the Commonwealth from any claim for compensation by the Grantee arising transferring the risk of any loss or damage to the Grantee.	relation to the Activity by
Risk/s to be mitigated	Claims against the Commonwealth for compensation resulting from damage or loss connect Activity which the Grantee is responsible.	vith the Grantee's delivery of the

CB21. Work health and safety	CB21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.	
	CB21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB21.1.	
	CB21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.	
Policy intent	- To ensure the Grantee complies with all applicable work health and safety legislative and regulatory requirements while conducting the Activity.	
Risk/s to be mitigated	- Injury to any person or damage to property caused by the Grantee failing to adhere to applicable WHS requirements.	

15

CB22. Transition	CB22.1 If the Agreement is reduced in its scope or terminated under clause 19, the Grantee must at its own expense cooperate and give assistance as directed by the Commonwealth to enable the transition of some or all of the Activity to the Commonwealth or a third party nominated by the Commonwealth (Successor).	
	CB22.2 The assistance to be provided under clause CB22.1 may include, among other things: (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity; (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity; (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity; (d) transferring to the Commonwealth or any Successor: (i) Activity Material specified in the Grant Details; and (ii) Assets purchased with the Grant; (iii) Records maintained under clause 12.1 (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity; (f) assigning or licensing Intellectual Property Rights in Reporting Material, and any Activity Material specified in the Grant Details, to the Commonwealth or any Successor on terms acceptable to the Commonwealth; (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to above; and	
	(h) any other matter specified in the Grant Details. CB22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.	
Policy intent	To ensure continued performance of Activity if there is early termination to ensure ongoing delivery of the Activity	
Risk/s to be mitigated	- Interruption in the performance of the Activity.	

	OPTION 1	OPTION 2
CB23. Corporate governance	CB23.1 In this Agreement:	CB23.1 In this Agreement:
	Constitution means (depending on the context):	Constitution means (depending on the context):
	(a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;	(a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;
	(b) in relation to any other kind of body:	(b) in relation to any other kind of body:
	(i) the body's charter or memorandum; or	(i) the body's charter or memorandum; or
	(ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.	(ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.
		CB23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.
	CB23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.	
	CD22.2. The Creates agrees to provide a conventity ties to the Commonwealth upon request and inform the	CB23.3 The Grantee agrees to provide a copy of its Constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a
	CB23.3 The Grantee agrees to provide a copy of its Constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's Constitution, structure or management.	change in the Grantee's Constitution, structure or management.
		CB23.4 The Grantee agrees not to employ, and to remove from office, any person with a role in the Grantee's management or financial administration if: (a) the person is an undischarged bankrupt;
		(b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
		(c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
		(d) subject to Part VIIC of the Crimes Act 1914 (Cth), the person has been convicted of an offence within the meaning of paragraph 85ZM (1) of that Act unless:
		(i) that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC); (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or (iii) the person's conviction for the offence has been quashed;
		(e) that person is or was a director or occupied an influential position in the management or financial administration of an organisation that had failed to comply with the requirements or obligations owed to the Commonwealth in relation to any other grant; or
		(f) the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee's organisation under the
		relevant legislation.
		CB23.5 If the Grantee is an Aboriginal and Torres Strait Islander corporation incorporated under the <i>Corporations (Aboriginal and Torres Strait Islander)</i> Act 2006 (Cth) (the CATSI Act), in the event that the Grantee's public officer receives a notice from the Registrar of Aboriginal and Torres Strait Islander Corporations under section 487-10 of the CATSI Act calling upon the Grantee to show cause why an administrator should not be appointed, the Grantee agrees to notify the Commonwealth within 5 Business Days of the date of receipt of such a notice.

	OPTION 1	OPTION 2
		CB23.6 If the Grantee is registered under the <i>Corporations Act 2001</i> (Cth), in the event that the Grantee applies to come under, receives a notice requiring the Grantee to show cause why the Grantee should not come under, receives a notice or an application from any other person for the Grantee to come under or has otherwise come under any form of external administration or an order has been made for the purpose of placing the Grantee under external administration, the Grantee agrees to notify the Commonwealth within 5 Business Days of the date of the making or receipt of such a notice or application or the making of such an order. CB23.7 If one of the events specified in CB23.5 or CB23.6 occurs, and without limiting clause 19.4, the Commonwealth may withhold payment of the Grant in accordance with clause 2.2 or suspend the Agreement in accordance with clause 19.2 as though the event constituted a failure by the Grantee to comply with this Agreement.
Policy intent	To ensure proper corporate governance by Grantee and be able to inspect constitution.	
Risk/s to be mitigated	That Grantee's constitution/corporate governance conflicts with the Activity.	

CB23A.	CB23A.1 If the total value of the Grantee's funding from the Commonwealth (excluding funding for capital works projects)
Incorporation	in a financial year equals \$500,000 or more (excluding GST), and the Grantee:
requirement	(a) is not a statutory body, or a State or Local Government; and
	(b) has not received an exemption from the incorporation requirements from the Commonwealth's Minister (or
	the Minister's delegate),
	then
	(c) the Grantee must be, or become, incorporated in accordance with CB23A.2; and
	(d) the incorporation must occur within 6 months of the execution date of the agreement (or contract variation)
	that resulted in the total value of all of the Grantee's funding from the Commonwealth (excluding funding for
	capital works projects) in a financial year equalling \$500,000 or more (excluding GST).
	CB23A.2 Where clause CB23A.1 applies, the Grantee must be, or become, incorporated:
	(a) if the Grantee is an Indigenous Organisation – under the Corporations (Aboriginal and Torres Strait Islander)
	Act 2006 (Cth); or
	(b) if the Grantee is not an Indigenous Organisation – under the <i>Corporations Act 2001</i> (Cth).
	CD22A 2. The Country is an Indianas of Country if it was to the Indianasity appringment an edited in subsection 20 F of
	CB23A.3 The Grantee is an Indigenous Organisation if it meets the Indigeneity requirement specified in subsection 29-5 of
	the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth).
	CB23A.4 Once the Grantee is, or becomes, incorporated in accordance with this clause CB23A, it must remain so
	incorporated until it ceases to receive any grant funding from the Commonwealth and the Agreement expires.
Policy intent	To ensure a higher standard of corporate governance for high value grants and, where the Grantee is an Indigenous
, oney meent	organisation, stronger support and regulatory assistance.
Risk/s to be	Breach of Government policy, negative impact on the community/Grantees due to organisational failure, inability to deliver
mitigated	the Activity and financial loss to the Commonwealth.

	CB24.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.	
Policy intent	To allow for parties to sign counterpart versions, avoid having to send original document.	
Risk/s to be mitigated	Challenge to enforceability of counterpart agreement.	

17 23 July 2019 / FINANCE

CB25. Employees subject to SACS	CB25.1 In this Agree	ment:	
Decision	SACS Award	means the Social, Community, Home Care and Disability Services Industry Award 2010;	
		Disability Services industry Award 2010;	
	SACS Decisions	means the decisions made by: (a) the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or (b) the Western Australia Industrial Relation Commission on 29 August 2013; and	
	SACS Supplementation	means the part (if any) of the Grant that is specified in the Grant Details as being the 'SACS Supplementation' for the Activity.	
	CB25.2 This clause a Decisions.	pplies to the extent that the Grantee's personnel performing the Activity are subject to the SACS	
	CB25.3 The Grantee SACS Decision.	warrants that at least some of the Grantee's personnel performing the Activity are covered by the	
		may only use the SACS Supplementation to meet the increase in wages for the Grantee's personnel y that resulted from the SACS Decision.	
	(a) its board; (b) its chief e (c) an officer must certify:	executive officer; or with authority to do so	
	(d) that the G Supplementa	Grantee has satisfied the requirements of this clause regarding the Grantee's use of that SACS ation; and int, if any, of the SACS Supplementation that remains unspent and uncommitted.	
	CB25.6 The Grantee maccordance with this cl	ust keep sufficient Records to demonstrate that the SACS Supplementation has been applied in lause.	
Policy intent	Clarify Grantee's obliga	ations in relation to the use of the SACS Supplementation	
Risk/s to be mitigated	Non-compliance with S		

18

CB26. Program	CB26.1	In this Agreement:	
interoperability with National Disability	NDIA	means the National Disability Insurance Agency; and	
Insurance Scheme	NDIS	means the National Disability Insurance Scheme.	
	CB26.2	The Parties agree: (a) that the arrangements that apply to this Agreement during the transition from the [insert name of program] implemented by [insert name of policy entity] to the NDIS implemented by NDIA are [insert name of arrangements] [available at [insert where arrangements can be found] [or] [set out at Schedule X]; and (b) to comply with the review process set out in the [insert name of arrangements].	
	investig	The Commonwealth [,represented by [insert name of relevant entity if this is not the contracting entity,]] may rate any instances of non-compliance with the [insert name of arrangements] and provide written advice on the ration to NDIA.	
		The Commonwealth may disclose information relating to non-compliance with the standards set out in <i>[insert farrangements]</i> by the Grantee to another Commonwealth entity when that serves the Commonwealth's legitimate is.	
		A finding by the Commonwealth of non-compliance with the standards set out in [insert name of arrangements] eported to NDIA constitutes a non-compliance with an obligation under this Agreement.	
Policy intent	Clarify a	arrangements between granting entities and NDIA with regard to programs across a range of Commonwealth nents.	
Risk/s to be mitigated	Non coi	mpliance with entities' arrangements relating to CoS programmes	

CB27. Rollover of	CB27.1 In this Agreement:
Surplus and	
Uncommitted	Surplus and Uncommitted Funds means surplus and uncommitted funds provided by the Commonwealth through
Funds	previous grant agreements relating to activities which are the same as or similar to the Activity and which are confirmed by
	final financial statements provided under the previous grant agreements.
	CB27.1 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.
	CB27.2 The Commonwealth may give the Grantee written approval to retain all or part of any Surplus and Uncommitted
	Funds and treat those funds as part of the Grant provided under, and subject to, this Agreement. The Commonwealth may
	give such approval subject to conditions.
	CB27.3 The Grantee agrees to acquit in the Reporting Material any Surplus and Uncommitted Funds that are retained and
	used to deliver the Activity under this Agreement.
	CD27.4. This also and a second official the Common could be significant to the second of the bollows of Complex and
	CB27.4 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and
	Uncommitted Funds.
	CD27 F. This places are in so the termination or a regime of the Associated
	CB27.5 This clause survives the termination or expiry of the Agreement.
Policy intent	Streamlining administration of Grant Activities
Risk/s to be	Administrative burden on Grantees and the Commonwealth with respect to surplus and uncommitted funds
mitigated	

23 July 2019 / FINANCE

19

CB28. Secret and Sacred	CB28.1 In this clause:	
Indigenous Material	Aboriginal Person has the same meaning given in the Aboriginal and Torres Strait Islander Act 2005 (Cth);	
	Aboriginal Tradition has the meaning given in the Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth);	
	Indigenous Person means a person who is or identifies and is accepted as an Aboriginal Person or a Torres Strait Islander;	
	Secret and Sacred Indigenous Material means all information, knowledge or Material of special spiritual, cultural or customary significance which is considered to be sacred or of significance by an Indigenous Person or according to Aboriginal Tradition; and	
	Torres Strait Islander has the same meaning given in the Aboriginal and Torres Strait Islander Act 2005 (Cth)	
	CB28.2 The parties agree that, for the purposes of this Agreement: (a) the definition of Activity Material in clause 22 excludes any Secret and Sacred Indigenous Material; (b) the definition of Reporting Material in clause 22 excludes any Secret and Sacred Indigenous Material; (c) the record keeping requirements in clause 12 do not apply to any Secret and Sacred Indigenous Material; and (d) any Secret and Sacred Indigenous Material is the confidential information of the relevant Indigenous Person or Indigenous community.	
	CB28.3 The Grantee agrees to inform the Commonwealth of the existence of Secret and Sacred Indigenous Material relevant to the performance of the Activity which is not disclosed to the Commonwealth due it being Secret and Sacred Indigenous Material.	
Policy intent	To preserve the IP status and confidentiality of certain Indigenous materials	
Risk/s to be mitigated	To ensure Indigenous culture and materials are not appropriated in an unintended manner	

<INSERT COMMONWEALTH ENTITY LOGO>

[Addressee]

[Commonwealth entity] [Address] [Date]

Dear [Name]

Letter of Variation

You entered into an agreement with the Commonwealth on [insert date of Agreement] (the 'Agreement') in relation to a grant under the [insert grant opportunity name] (the 'Grant').

The Commonwealth proposes to vary the terms of the Agreement with effect from [insert date from which amendments should take place]. The Schedule to this letter shows the proposed amendments to the Agreement in mark-up.

We confirm that other than these amendments, all the other provisions of the Agreement remain in full force and effect.

To accept these amendments to the Agreement, please sign and return a scanned copy of this letter to the address below by *[insert date]*, otherwise this offer will lapse.

Please send or email a scanned copy of the signed letter to:

[Insert position and name of the Commonwealth entity's representative]
[Insert Commonwealth entity name]
[Insert postal address or email]

If you have any questions regarding this variation, please contact [Name, phone number, email].

Yours sincerely

[Signature block]

[Date]

Signatures

Executed as a deed:

[Select or insert the appropriate signature block depending on the nature of the Grantee. Delete all signature blocks that are not used.]

[Insert full name of recipient and ABN (if applicable)] (the 'Grantee') agrees to vary the Agreement as

outlined in this Letter of Variation and the attached Sche	dule.
Grantee:	
[If Country is an Individual]	
[If Grantee is an Individual]	Signed, sealed and delivered by
Full legal name of the Grantee:	[insert name of the Grantee and any ABN]
Signatory Name:	
(print)	<u></u>
Signature and date:	
Witness Name:	
(print)	<u></u>
Signature and date:	
[OR]	
[OK]	
[If Grantee is a Company]	
Full legal name of Grantee:	Signed, sealed and delivered for and on behalf of
	[insert registered name of company and any ABN, ACN or ARBN followed by any business name under
	which the company trades
Director's Name:	
(print)	
Signature and date:	
Director/Company Secretary Name:	
(print)	<u></u>
Signature and date:	

[OR]

If Grantee is an Incorporated Association]

- Committee of the comm	
Full legal name of the Grantee:	Signed, sealed and delivered for and on behalf of
	[insert registered name of incorporated association
	and any ABN or other registration number]
Public Officer's Name:	
(print)	
Signature and date:	

Full legal name of the Grantee: Full legal name of the Grantee: Fartner's Name: (print) Signature and date: Partner's/Witness Name: (print) Signature and date: Fignature and date: Commonwealth: Signed, sealed and delivered for and on behalf of the	Committee Member/Secretary Name: (print) Signature and date:	
Full legal name of the Grantee: Full legal name of the Grantee: Fartner's Name: (print) Signature and date: Partner's/Witness Name: (print) Signature and date: Commonwealth: Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by [insert Australian Government entity] Name: (print) Position: (print) Signature and date: Witness Name: (print) Signature and date:		
Full legal name of the Grantee: Signed, sealed and delivered for and on behalf of [insert name of partnership and any ABN]	[OR]	
[insert name of partnership and any ABN] Partner's Name: (print) Signature and date: Partner's/Witness Name: (print) Signature and date: Commonwealth: Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by [insert Australian Government entity] Name: (print) Position: (print) Signature and date: Witness Name: (print) Witness Name: (print) Witness Name: (print) Witness Name: (print)	[If Grantee is a Partnership]	
(print) Signature and date: Partner's/Witness Name: (print) Signature and date: Commonwealth: Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by [insert Australian Government entity] Name: (print) Position: (print) Signature and date: Witness Name: (print) Witness Name: (print)	Full legal name of the Grantee:	
Partner's/Witness Name: (print) Signature and date: Commonwealth: Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by [insert Australian Government entity] Name: (print) Position: (print) Signature and date: Witness Name: (print) Witness Name: (print)	Partner's Name:	
Partner's/Witness Name: (print) Signature and date: Commonwealth: Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by [insert Australian Government entity] Name: (print) Position: (print) Signature and date: Witness Name: (print) Witness Name: (print)		
(print) Signature and date: Commonwealth: Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by [insert Australian Government entity] Name: (print) Position: (print) Signature and date: Witness Name: (print) Witness Name: (print) Output Description: (print) Description: (pri	Signature and date.	
(print) Signature and date: Commonwealth: Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by [insert Australian Government entity] Name: (print) Position: (print) Signature and date: Witness Name: (print) Witness Name: (print) Output Description: (print) Description: (pri		
Signature and date: Commonwealth: Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by [insert Australian Government entity] Name: (print) Position: (print) Signature and date: Witness Name: (print) Witness Name: (print)	Partner's/Witness Name:	
Commonwealth: Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by [insert Australian Government entity] Name: (print) Position: (print) Signature and date: Witness Name: (print)		
Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by [insert Australian Government entity] Name: (print) Position: (print) Signature and date: Witness Name: (print) Under the commonwealth of Australia as represented by [insert and behalf of the commonwealth of Australia as represented by [insert and as represented by [insert and australia as represente		
Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by [insert Australian Government entity] Name: (print) Position: (print) Signature and date: Witness Name: (print) Under the commonwealth of Australia as represented by [insert and behalf of the commonwealth of Australia as represented by [insert and as represented by [insert and australia as represente		
Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by [insert Australian Government entity] Name: (print) Position: (print) Signature and date: Witness Name: (print) Under the commonwealth of Australia as represented by [insert and behalf of the commonwealth of Australia as represented by [insert and as represented by [insert and australia as represente		
Commonwealth of Australia as represented by [insert Australian Government entity] Name: (print) Position: (print) Signature and date: Witness Name: (print) Under the print of the pr	Commonwealth:	
Australian Government entity] Name: (print) Position: (print) Signature and date: Witness Name: (print) Under the print of the pri	Signed, sealed and delivered for and on behalf of the	
Name: (print) Position: (print) Signature and date: Witness Name: (print) Under the print of t	Commonwealth of Australia as represented by [insert	
(print) Position: (print) Signature and date: Witness Name: (print) Under the problem of the p		
Position: (print) Signature and date: Witness Name: (print) Under the provided HTML of the		
(print) Signature and date: Witness Name: (print)		
Signature and date: Witness Name: (print)		
Witness Name: (print)		
(print)		
(print)	Witness Name:	

Schedule

The [insert the name of the part of the Agreement being varied eg 'Grant Details' or 'Schedule'] of the Agreement is deleted and replaced with the attached [Grant Details' or 'Schedule'] set out below: [Attach the updated Grant Details or Schedule for the Agreement [with the amendments shown in mark-up].



Quick start user guide – Commonwealth whole-of-government Variation Templates

- 1) This quick start user guide is designed to assist you to use the Variation Templates.
- 2) Questions relating to the user guide or the Variation Templates can be sent via email to grants@finance.gov.au.

Variation Templates

- 3) There are two Variation Templates:
 - a) Letter of Variation (with or without a Schedule); and
 - b) Deed of Variation (with or without a Schedule).
- 4) For minor variations, the amendments can be set out in the body of the Letter. For more complex variations, the original Grant Schedule should be amended and the updated Schedule attached to the Letter.
- 5) Note that the amendments, whether set out in the body of the Letter or by attaching an updated Schedule, can be set out in final form or in mark-up.
- 6) For entities preferring to use the Deed format, there is also a Deed of Variation (either with or without a Schedule). The use of the Deed of Variation is the same as for the Letter of Variation.
- 7) To ensure consistency of drafting and use across the Commonwealth, the Variation Templates have been drafted so that only certain sections can be amended. Therefore, you should only add content in sections where the Template indicates you can. You should not re-order or delete any sections of the Template, except where indicated.

How the Variation Templates work

- 8) Where a Variation to an existing Agreement is made, the Template must comprise two components:
 - a) the Letter of Variation or Deed of Variation; and
 - b) the **Proposed Amendments** (whether those amendments are contained in the body of the **Letter** or **Deed** or separately itemised in a Schedule to the **Letter** or **Deed**).
- 9) The Letter or Deed contains:
 - a) details of the Parties:
 - b) the Parties' contact details;
 - c) the existing Agreement between the Parties;
 - d) date of effect for the proposed amendments; and
 - e) the signatures page where the Commonwealth and the Grantee execute the Agreement.
- 10) Depending on the Template chosen, the **Proposed Amendments** will be itemised in either:
 - i) the body of the **Letter** or **Deed**; or
 - ii) contained in a Schedule attached to the Letter or Deed of Variation.
- 11) Once the Template has been completed and signed by both Parties, the Letter or Deed and the Proposed Amendments, form the Agreement between the Commonwealth and the Grantee.
- 12) See Attachment A for an example of a completed Variation.

Example Letter of Variation



Department of Finance One Canberra Avenue FORREST ACT 2603

Sarah Surf 123 Canberra Street CANBERRA ACT 2600

Dear Ms Surf

Letter of Variation

You entered into an agreement with the Commonwealth on 1 December 2016 (the 'Agreement') in relation to a grant under the Helping Individuals Understand the Financial Framework Program (the 'Grant').

The Commonwealth proposes to vary the terms of the Agreement with effect from 1 January 2017. The Schedule to this letter shows the proposed amendments to the Agreement in mark-up.

We confirm that other than these amendments, all the other provisions of the Agreement remain in full force and effect.

To accept these amendments to the Agreement, please sign and return a scanned copy of this letter to the address below by 15 December 2016, otherwise this offer will lapse.

Please send or email a scanned copy of the signed letter to:

Betty Beach, Senior Policy Officer
Financial Framework Grants Program
Department of Finance
grants@finance.gov.au or One Canberra Avenue, Forrest, 2603

If you have any questions about this variation, please contact Betty Beach, 02 6215 1234, betty.beach@finance.gov.au.

Yours sincerely

Samuel Sand Branch Manager Financial Framework Grants Program

December 2018

Signatures

Executed as a deed:

Sarah Surf (ABN 79 123 456 789) (the 'Grantee') agrees to vary the Agreement as outlined in the Letter of Variation and the attached Grant Activity Schedule.

Grantee:

Full legal name of the Grantee:	
Signatory Name:	Sarah Surf (ABN 79 123 456 789)
Signature and date:	Sarah Surf XX/12/2018
Witness Name:	Frederick Fish
Signature and date:	Frederick Fish xx/12/2018

Commonwealth:

Signed for and on behalf of the Commonwealth of		
Australia as represented by the Department of Finance		
Name: Position:	Betty Beach Senior Policy Officer	
Signature and date:	Betty Beach	XX/12/2018
Witness Name:	Charlie Crab	
Signature and date:	Charlie Crabb	XX/12/2018

Schedule

The Grant Schedule for the Agreement is deleted and replaced with the updated Grant Schedule set out below:

Grant Schedule

Grant

The amount of the Grant is \$ 6,600 (six thousand six hundred dollars) total, including \$600 (six hundred dollars) GST. The payments of the Grant will be made as follows:

\$2,750 On acceptance of the Grant
\$1,100 On attendance of Part 2 to Understanding the Commonwealth's Financial Framework –
Refining your Understanding

On completion of the Grant, including submission of the Certificate of Completion and

the signed Financial Statement.

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

Account Name: Sarah Surf

\$2,750

Account Number: 12 123 123 BSB Number: 012 345

Bank Name: Bank of Canberra

Grant Activity

The purpose of the Grant is to promote Understanding of the Commonwealth's Financial Framework. The Grant is being provided as part of the Helping Individuals Understand the Financial Framework Course.

Attend a session of the Understanding the Commonwealth's Financial Framework.

Attend a session of Part 2 to Understanding the Commonwealth's Financial Framework – Refining your Understanding

Other conditions

Within 14 days of completing the above Grant Activity, the Grantee must provide the Department of Finance with:

- Copy of Certificate of Completion for attendance at the Helping Individuals Understand the Financial Framework course.
- Copy of Certificate of Completion for attendance at the Part 2 to Understanding the Commonwealth's Financial Framework – Refining your Understanding.
- Signed Financial Statement verifying that any money received from the Department of Finance has been spent in accordance with this Letter.
- Receipt/s demonstrating that any money received from the Department of Finance has been spent in accordance with this Letter; and
- Repayment of any grant amount that has not been spent in accordance with this Letter, or is additional to requirements, unless agreed otherwise in writing by the Department of Finance.



Deed of Variation in relation to [insert Grant Details]

1. Date

This Deed is made on [insert date].

2. Parties

This Deed is made between:

- 1. The Commonwealth, as represented by [Insert Agency Name] ABN [insert ABN] (the 'Commonwealth'); and
- 2. [Insert Grantee name] ABN [insert ABN if applicable] (the 'Grantee').

3. Context

- A. The Parties entered in an agreement on [insert date of original agreement] under which the Commonwealth agreed to give a grant of \$[insert amount of grant] to the Grantee for [insert the Activity] (the 'Agreement')
- B. The Parties have agreed to amend the Agreement on the terms and conditions contained in this Deed.
- [C. A list of previous amendments to the Agreement is contained at Schedule [X]]

4. Amendments

With effect from [insert date from which amendments should take effect], the Agreement is amended [as follows OR in accordance with Schedule [X]:

You should consider when the amendments will take effect – this will not will not always be the same as the date this Deed is executed. For example, it may be that the original Agreement included an error – in this case the amendment might take effect from the date of the original Agreement. In other situations, it may be that the Activity is being amended to add a further component or the Recipient might change to a new bank – in this case it would be appropriate to specify the relevant date.

The amendments should be clearly set out – and should reflect the wording of the proposed change, rather than the 'reasons' behind the change. This can be in the form of 'delete paragraph [XX]' or 'in paragraph [XX], after the words [YY], insert [ZZ]' or 'delete [XX] and replace with [YY]'.

Depending on the complexity of the amendments, it may be appropriate to delete the entire clause and set out the amended clause in its entirety rather than listing all the individual amendments - this would be appropriate where, for example, there are a number of amendments being made to the one clause. Where there are many amendments to a particular part or Item in the Grant Details or Agreement Schedule, an option would be to include a 'new' version of the relevant item or a new version of the Grant Details or Agreement Schedule (showing the amendments in mark-up) in the Schedule attached to this Deed.

LLIST aetalis	ΟŢ	amen	iaments
---------------	----	------	---------

- 4.1 ...
- 4.2 ...
- 4.3 ...

Examples:

• Delete the bank account details in the Grant Schedule and insert the following: [insert new details]

- Delete the Grant amount of '\$XX' and replace with '\$YY' and update the Grant payment milestones to include the following:
 - o Insert
- Add the following paragraphs to the 'Activity' section of the Agreement Schedule:
 - o Insert
 - Insert]

5. Entire agreement and interpretation

- 5.1 The parties confirm all the other provisions of the Agreement [as previously varied as indicated at Schedule [X]] and, subject only to the amendments contained in this Deed, the Agreement remains in full force and effect.
- 5.2 This Deed and the Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Agreement.
- 5.3 Unless otherwise specified or the context otherwise requires, terms that are defined in the Agreement have the same meaning in this Deed.

6. Signatures

Executed as a deed:

Commonwealth:

SIGNED, SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia as represented by	
[insert Australian Government entity]	
Name: (print)	
Position: (print)	
Signature and date:	
In the presence of:	
Witness Name: (print)	
Signature and date:	

Grantee

[Select or insert the appropriate signature block depending on the nature of the Grantee. Delete all signature blocks that are not used.]

SIGNED, SEALED AND DELIVERED by:

I I t	(-rantaa	ic an	Individual]
111	Oi arrice	is aii	IIIuiviuuai

Full legal name of the Grantee:	[insert name of the Grantee and any ABN]
Signatory Name: (print)	
Signature and date:	
Witness Name: (print)	
Signature and date:	

[OR]

[If Grantee is a Company]

[II Grantee is a Company]	
Full legal name of Grantee:	[insert registered name of company and any ABN, ACN or ARBN followed by any business name under which the company trades]
Director's Name: (print) Signature and date:	
Director/Company Secretary Name: (print) Signature and date:	

[OR]

If Grantee is an Incorporated Association]

Full legal name of the Grantee:	[insert registered name of incorporated association and any ABN or other registration number]
Public Officer's Name: (print) Signature and date:	
Committee Member/Secretary Name: (print) Signature and date:	

[OR]

[If Grantee is a Partnership]

[or an end of the part of	
Full legal name of the Grantee:	[insert name of partnership and any ABN]

Deed of Variation in relation to [insert Grant Details]

Partner's Name:	
(print)	
Signature and date:	
Partner's/Witness Name:	
(print)	
Signature and date:	

Schedule [X] - Amendments to the Agreement

• The [insert the name of the part of the Agreement being varied eg 'Grant Details' or 'Agreement Schedule'] is deleted and replaced with the updated ['Grant Details' or 'Agreement Schedule'] set out below:

Schedule X - Previous amendments to the Agreement

• The Agreement has been previously amended as set out below:

Instructions to assist you to complete this notice are in black text on a grey background. Where you need to insert details, the text is highlighted in yellow. Standard words are in normal black text and not highlighted. Remember to delete this box and any highlighted assistance text.

This Notice of Change may only be used to vary a Grant Agreement in circumstances where variations are minor or administrative in nature, and do not have the effect of increasing the grantee's obligations under the Grant Agreement. Otherwise a Deed of Variation should be used.

[Addressee] [Name of Organisation] [Postal Address] [if applicable – email or other address details]

Dear [Name of Grantee Representative]

Notice of Change in relation to [insert Grant reference number/name/project]

We have a grant agreement in place with you to carry out a grant activity under the [insert name of grant opportunity], dated [insert date grant agreement was executed] between [enter organisation name] and the Commonwealth of Australia, represented by [insert Department details].

This Notice of Change is to advise you of [enter details of what is being altered e.g. a correction to a milestone within for the submission of your Final Report 1 January to 30 June 2018 which was previously noted as due on 30 September 2017 but should read 30 September 2018; indexation amounts; change in bank details].

We wish to advise you that this is a legally binding change that does not vary your existing obligations under the Grant Agreement, and does not require a formally executed variation to be carried out.

The parties agree that:

(a) the only change/s effected by this Notice of Change are those specified within.

If you have any questions, please contact [Contact Name] on [Contact phone number] or by email [contact email address].

Yours sincerely,

[Signature of Delegate]

[Delegate Name]
[Delegate Position]
[Delegate Commonwealth Department]
[Date]

Emergency

ENTR Business Services Finance and Procurement
Grants and Funding Agreements Minister Approval for Grant Guidelines



Minister Approval for Grant Guidelines

Separate to the requirements in the Commonwealth Grants Rules and Guidelines, the Government has a process for the consideration of all program guidelines.

The approval process requires entities to undertake a risk self-assessment in consultation with Finance and PM&C of the program and associated guidelines. The approval process covers all program guidelines not just grant guidelines.

The risk assessment is undertaken in consultation with the relevant Agency Advice Unit of Budget Group in Finance and the relevant policy line area of PM&C.

If the risk level is medium or high, then the relevant portfolio minister writes to the Finance Minister seeking his agreement to release the guidelines. Again, the relevant portfolio minister needs to provide the guidelines and risk assessment to the Finance Minister at least two weeks before the intended release of the guidelines, but he/she can not release the guidelines until the Finance Minister agrees to the release.

The process does make provision for handling minor revisions to guidelines where these revisions are purely administrative and do not change the scope, intent or financial implications of the program. Where the changes are of a minor administrative nature, the guidelines can be updated without consulting the Finance Minister, but you must consult with the relevant Agency Advice Unit in Finance and get agreement that the changes are minor.

There is an Estimates Memorandum EM 2018-39 which outlines the process for seeking Finance Minister agreement before release of new or revised program guidelines. This EM is available from the Grants team at Grants@infrastructure.gov.au.

Was this information helpful?

Yes Somewhat

No

Next content review date: 24 November 2017

Maintained by (Section): Financial Operations

Last modified on: 23/03/2020 1:35:46 PM

Emergency





GrantConnect (Reporting)

GrantConnect is the Australian Government's whole-of-government grants information system, which centralises the publication and reporting of Commonwealth grants in accordance with the Commonwealth Grants Rules and Guidelines (CGRGs). The use of GrantConnect is mandatory for the reporting of all publicly available grant opportunities and distribution of related grant documents. It is available at www.grants.gov.au.

GrantConnect is similar in functionality, workflow and operation to AusTender for government procurement information. It is the authoritative source of information in relation to all Grant Opportunity Guidelines and Grant Opportunities.

For further information please contact the Grants Team at Grants@infrastructure.gov.au

Related Documents
Name
Commonwealth Grants Rules and Guidelines
RMG 421 - GrantConnect

Was this information helpful?

Yes Somewhat

No

Next content review date: 12 November 2017

Maintained by (Section): Financial Operations

Last modified on: 7/07/2020 11:17:39 AM





Resource Management Guide No. 421

JUNE 2018

© Commonwealth of Australia 2018

ISBN: 978-1-925537-18-5 (online)

With the exception of the Commonwealth Coat of Arms and where otherwise noted, all material presented in this document is provided under a Creative Commons Attribution 3.0 Australia (http://creativecommons.org/licenses/by/3.0/au) licence.



The details of the relevant licence conditions are available on the Creative Commons website (accessible using the links provided) as is the full legal code for the CC BY 3 AU licence.

Use of the Coat of Arms

The terms under which the Coat of Arms can be used are detailed on the following website: www.dpmc.gov.au/government/its-honour.

Contact us

Please direct questions or comments about the guide to:

Resource Management Branch Department of Finance 1 Canberra Avenue Forrest ACT 2603

Email: grants@finance.gov.au
Internet: www.finance.gov.au

The words 'must', 'required', 'requires' and 'requiring' denote mandatory compliance by accountable authorities/officials. The use of the words 'could', 'may', 'encouraged' or 'consider' convey non-mandatory guidance. The guidance to which these words relate may or may not be applied by accountable authorities/officials in their approach to resource management, depending on the operating circumstances of the entity and its appetite for risk.

Contents

Publishing and reporting Grants and GrantConnect	
Audience	4
Key points	4
Resources	4
Introduction	5
Part 1 – Policy	5
1.1 Grant Opportunity Guidelines	5
1.2 Web-based reporting on grants	7
1.3 Reporting on confidentiality provisions	8
1.4 Web-based reporting exemptions	8
Part 2 – Roles and Responsibilities	9
Attachment A – Grant guidelines- Better practice checklist	10
Appendix 1 – Glossary of terms	12

Audience

This guide is relevant to accountable authorities and officials involved in grants administration in all non-corporate Commonwealth entities (NCEs)¹.

Key points

This Resource Management Guide (RMG) sets out the requirements for the publication of grants on GrantConnect and outlines arrangements in relation to additional publication of grants information in other ways.

This guide applies to grants defined under paragraph 2.3 of the *Commonwealth Grants Rules and Guidelines 2017* (CGRGs). It does not apply to grants that are excluded from the definition of a grant under paragraph 2.6 of the CGRGs.

Resources

This RMG is available on the Department of Finance website at https://www.finance.gov.au.

Other relevant publications include:

- CGRGs
- GrantConnect Entity Implementation Guide
- RMG No. 411: Grants, Procurements and Other Financial Arrangements
- RMG No. 412: Australian Government Grants Briefing, Reporting, Evaluating and Election Commitments.

Should you have any questions regarding this guide, please contact:

Grants Policy Team E: grants@finance.gov.au

Should you have any questions regarding GrantConnect please contact:

GrantConnect Help Desk

T: 1300 484 145

Intl T: +61 2 6215 2111

E: GrantConnect@finance.gov.au

¹ Any Corporate Commonwealth Entities interested in using GrantConnect should contact *grants@finance.gov.au*.

Introduction

- 1. Appropriate disclosure and reporting in grants administration are essential to ensure transparency and accountability. Reliable and timely information on grants opportunities and grants awarded helps to provide both the public and Parliament with confidence in the quality and integrity of grants administration.
- 2. GrantConnect is the Australian Government's whole-of-government grants information system, which centralises the publication and reporting of Commonwealth grants in accordance with the CGRGs. It is available at www.grants.gov.au.
- 3. In accordance with the CGRGs, this guide sets out the requirements for accountable authorities and officials involved in grants administration.
- 4. Non-corporate Commonwealth entities **must** publish on GrantConnect to meet the grant publishing requirements under the CGRGs.
- 5. GrantConnect is the authoritative source of information in relation to all forecast opportunities, grant opportunities, grant opportunity guidelines² and grants awarded.

Part 1 – Policy

1.1 Grant Opportunity Guidelines

- 6. Officials must develop grant opportunity guidelines for all new grant opportunities and revised guidelines where significant changes have been made to grant opportunities. The CGRGs contain a number of requirements with regard to the development and publication of grant opportunity guidelines (see CGRGs paragraphs 4.4 and 5.2).
 - Where grant opportunity guidelines have been in place for a considerable time, officials should review the content and structure of the guidelines to ensure they are consistent with the relevant legislation and the CGRGs.
 - Officials should identify opportunities to appropriately accommodate one-off or ad hoc grants within the structure of a grant program. This will also assist with the requirement to have legal authority for these payments.
 - Finance should be consulted about the need for grant opportunity guidelines for a significant one-off or ad hoc grant, or when officials are considering approving a number of one-off or ad hoc grants for similar purposes, whether in the same round or over a period of time.
- 7. Officials may consider developing forecast opportunities prior to publishing grant opportunity guidelines. Forecast opportunities inform the public and grant applicants of possible future grant opportunities.

² See Glossary of Terms

- 8. Finance has developed a whole-of-government grant opportunity guidelines template suite to assist officials. These templates are available from Finance at grants@finance.gov.au. There are three grant opportunity guidelines templates, targeting:
 - open competitive, open and closed and targeted processes
 - · demand driven grants processes, and
 - one-off ad-hoc grants.
- 9. Officials should ensure that grant opportunity guidelines align with the CGRG principles, are simple, clear and effectively communicate key information to stakeholders. At a minimum, grant opportunity guidelines should provide potential grant applicants with adequate information to submit a grant application.
 - Officials may consider testing the clarity of grant opportunity guidelines with government and non-government stakeholders prior to their release. The checklist at Attachment A contains further information on grant opportunity guidelines.
- 10. Before grant opportunity guidelines are published, entities must ensure they have complied with any Australian Government processes for the approval of new or revised program guidelines.
- 11. Accountable authorities and officials **must** use GrantConnect to publish:
 - all Forecast Opportunities where these have been developed.
 - all grant opportunities and grant opportunity guidelines (except where there is a specific policy reason not to publicise the grant opportunity guidelines; or grants are provided on a one-off or ad hoc basis)
 - any alterations and addenda to Grant Opportunities and Grant Opportunity Guidelines³.
- 12. Accountable authorities and officials are encouraged to provide a link to GrantConnect on their website to indicate the transfer of grant advertisements to GrantConnect.
- 13. Accountable authorities and officials may use GrantConnect to publish:
 - one-off or ad hoc grant opportunity guidelines, and
 - a URL to an external online application web page relating to a relevant grant opportunity on GrantConnect.
- 14. Where accountable authorities and officials have used other mechanisms to notify potential applicants about grant opportunities, such as printed media, the content of the notification must be the same, or be a subset of the information published on GrantConnect. Where there are inconsistencies, GrantConnect is the authoritative source.

³ Alterations and addenda include but are not limited to: corrections to currently published documents, changes to close times for applications, Questions and Answers (Q&A) documents and Frequently Asked Questions (FAQ) documents.

1.2 Web-based reporting on grants

- 15. The CGRGs contain a number of reporting requirements for grants (see section 5 of the CGRGs).
- 16. An entity **must** report, on GrantConnect, information on individual grants no later than 21 calendar days after the grant agreement for the grant takes effect (date of effect)⁴.
- 17. The approval date for reporting purposes is taken to be the date that the decision-maker (as listed in the Grant Opportunities Guidelines) makes a decision to award a grant. For example, the relevant Minister may receive advice pursuant to paragraph 4.6 of the CGRGs, and then advise the department of his decision of which grantees to approve, with a 'funding up to \$XX' amount.
- 18. Where there is a grant agreement, the start date for reporting purposes is generally taken to be the date the grant agreement is executed. However, if the grant agreement contains a specified date which occurs post-execution, in those instances, the start date for reporting purposes is taken to be the specified post-execution date.
- 19. Where there is no grant agreement, officials may decide and document why they have chosen a specific date of effect or start date. The date of effect can be the date of the first payment, the announcement of successful grantees or there may be a planned delayed start for grant projects to coincide with the commencement of the financial year. Whichever date of effect is decided and documented, this should be deemed as the start date for reporting purposes.
 - Officials should adopt a consistent approach for grants awarded in the same grant opportunity.
 - Where the nature of the grant means that a grant agreement is not required, then the 21 calendar days would apply from the relevant date of effect, for example, the date of the first invoice or payment.
- 20. Reporting on individual grants awarded includes reporting grant variations, where those variations involve additional payments of relevant money or significant extensions. Reportable variations include:
 - material increases to the dollar value of a grant
 - extension of the grant activity into another financial year, or
 - change in organisation details.

⁴ Exemptions to these requirements are detailed under section 5.6 and section 5.7 of the CGRGs.

1.3 Reporting on confidentiality provisions

- 21. There are generally two broad types of confidentiality related clauses used in grant agreements:
 - general clauses referencing confidentiality requirements in legislation, such as under the *Privacy Act 1988*, or
 - special confidentiality provisions, which protect the confidentiality of: all or part of the grant agreement; or information obtained or generated in relation to the grant project.
- 22. The CGRGs provide that officials **must** identify whether a grant agreement contains confidentiality provisions. When entities publish information on individual grants awarded, as part of web-based reporting, they **must** include information identifying whether a grant agreement contains any confidentiality provisions and if so, provide the reasons why they are included. References to requirements in other legislation do not need to be reported. There is no threshold for reporting on confidentiality provisions contained in grant agreements.
- 23. For additional information on reporting on confidentiality provisions, officials can draw from information provided for procurement contracts at http://www.finance.gov.au/procurement.

1.4 Web-based reporting exemptions

- 24. Paragraphs 5.6 and 5.7 of the CGRGs outline exemptions to reporting grants information on GrantConnect.
- 25. Where officials assess that publishing grant information, in accordance with the CGRGs could adversely affect the achievement of government policy outcomes, the responsible Minister can seek an exemption from the Finance Minister. The responsible Minister must write to the Finance Minister detailing the rationale for the exemption. Officials should consult the Grants Policy Team (grants@finance.gov.au) prior to commencing this process.

Part 2 - Roles and Responsibilities

- 26. Accountable authorities and officials are responsible for:
 - 1. complying with the CGRGs
 - 2. ensuring that the information they publish on GrantConnect is accurate at the time of reporting, and
 - 3. complying with the Conditions of Use of the GrantConnect Memorandum of Arrangement.
- 27. The Department of Finance is responsible for:
 - i. the grants policy framework
 - ii. the development and maintenance of the GrantConnect system, and
 - iii. operational and technical support for the GrantConnect system.

Attachment A – Grant guidelines- Better practice checklist

Grant opportunity guidelines should be a single reference point for all potential applicants. They should be clear, consistent and fit for purpose. To assist officials, the list below identifies the type of information that should generally be included in grant guidelines.

This checklist may assist officials to complete the grant opportunity guidelines templates.

Heading	Information guidelines should contain	√ ×
Objective	Are the purpose, outcomes and objectives of the grant opportunity clearly defined?	
	Do the objectives link to government policy outcomes?	
Eligibility	Do the guidelines clearly identify the key priorities – e.g. targeted regions?	
	 Do the guidelines clearly identify who is eligible to apply – e.g. individuals, specific business structures, other governments, certain groups or industry? 	
	 Is there anyone who cannot apply for funding? 	
	• Are there specific eligibility criteria that must be met – e.g. must have an ABN/ACN?	
	Are there cases where the eligibility criteria can be waived?	
Application process	 Do the guidelines list the opening and closing dates for applications? Is it clear if late applications will be accepted, and if so, under what circumstances? 	
	 Are the methods of applying and lodgement clearly outlined – e.g. email, online, post? 	
	 Are all relevant forms, templates and other documents included or are there web links to where materials can be found? 	
	 Do the guidelines identify processes, should a state or territory entity apply? How will these applications be considered? 	
	Will applicants need to submit a detailed budget as part of their proposal?	
	Are all the necessary contact details provided to allow applicants to apply?	
	 Do the guidelines specify any other attachments that must be included – e.g. letters of support, detailed technical specifications etc? 	
Funding	 Do the guidelines outline the total funding that is available and over what period of time? 	
	 Do the guidelines specify how much funding is available per grant or whether there are limitations on the amount that can be applied for? Are there any exemptions? 	
	 Are the guidelines clear about what items are eligible for funding? Are there items ineligible for funding? 	
	• Do the guidelines specify timeframes – e.g. are multi-year grants available?	
	 Do the guidelines discuss any relevant tax implications – e.g. whether goods and services tax applies? 	

Heading	Information guidelines should contain	√ ×
Grant agreement	 What are the terms and conditions that recipients would need to comply with – e.g. is there an example grant agreement? Will the terms and conditions be varied for different types of organisations, such as state government entities? 	
	 What are the record keeping, reporting and acquittal requirements that recipients would need to comply with? 	
	 How will the grant be monitored? Are there any performance reporting requirements recipients would need to comply with? Will there be milestone payments? 	
	What is the process where recipients fail to meet obligations?	
Selection process	 Do the guidelines clearly outline the selection process – e.g. open competitive, targeted, open or closed non-competitive, demand-driven selection (See CGRGs para 13.11)? 	
	 Do the guidelines detail the selection criteria against which eligible applications will be assessed? 	
	 Do the guidelines specify what applicants need to address for each of the selection criteria? Do word limits apply? 	
	 Do the guidelines detail the weighting attached to each assessment criterion? Do applicants have to successfully address all assessment criteria? 	
	 Do the guidelines state how value with relevant money considerations will be taken into account in the awarding of grants? 	
	 Is an external advisory panel used to provide input? If so, which and what type of bodies or industries are on it? 	
Decision	 Are the roles and responsibilities of all parties clearly defined? What roles do the entity and minister have? What role do external experts have? 	
making	Is the assessment made by a panel? If so, who comprises the panel?	
	 Do the guidelines discuss conflict of interest, bias and associated obligations on officials and applicants, and how these will be managed? 	
	 Do the guidelines identify who will make recommendations – e.g. officials, independent subject matter experts? 	
	 Who will be the ultimate decision maker – e.g. the minister, accountable authority or a delegate? 	
Other	How will the successful and unsuccessful applicants be advised?	
	 What are the feedback and complaint handling mechanisms? Do the guidelines set out the avenues of appeal? 	
	Do the guidelines discuss how the grant activity or grant program will be evaluated?	
	 Do the guidelines discuss the Privacy Act 1988 and associated obligations on officials and applicants? 	
	 Are program specific issues, such as the provision of equipment or premises by the Commonwealth clearly explained? 	
	 Do the guidelines set out any additional requirements, such as relevant qualifications for grant recipient staff or applicable legislation? 	

Appendix 1 – Glossary of terms

accountable authority see subsection 12(2) of the PGPA Act.

application process refers to the steps that must be by followed potential grantees to be considered for a grant. It includes the forms, and written documentation, which contain eligibility and any assessment criteria to be satisfied.

assessment criteria are the specified principles or standards, against which applications will be judged. These criteria are also used to assess the merits of proposals and, in the case of a competitive grant opportunity, to determine application rankings.

Commonwealth Grants Rules and Guidelines 2017 (CGRGs) establish the overarching Commonwealth grants policy framework within which entities develop their own specific grants administration practices. They also articulate the expectations for all non-corporate Commonwealth entities in relation to grants administration.

eligibility criteria refer to the mandatory criteria which must be met to qualify for a grant. Assessment criteria may apply in addition to eligibility criteria.

entity means a Commonwealth entity and includes a Department of State, a Parliamentary Department, a listed entity or a body corporate established by a law of the Commonwealth (see section 8 of the PGPA Act).

forecast opportunity refers to a notice published on GrantConnect that provides an indication to the public that there is a planned grant opportunity that may become available in the near future. All forecast opportunities are subject to revision, withdrawal or cancellation. Information about forecast opportunities is provided to alert potential grant applicants of upcoming opportunities and to assist in their application planning.

grant is defined by CGRGs paragraph 2.3 as: an arrangement for the provision of financial assistance by the Commonwealth or on behalf of the Commonwealth:

- a) under which relevant money or other CRF money is to be paid to a grantee other than the Commonwealth; and
- b) which is intended to help address one or more of the Australian Government's policy outcomes while assisting the grantee achieve its objectives

grant activity(ies) refers to the project/tasks/services that the grantee is required to undertake.

grants administration is the processes that an entity undertakes to achieve Government policy outcomes through grants. It includes: planning and design; selection and decision-making; the making of a grant; the management of grant agreements; the ongoing relationship with grantees; reporting; and review and evaluation.

GrantConnect is the Australian Government's whole-of-government grants information system, which centralises the publication and reporting of Commonwealth grants in accordance with the CGRGs.

grant opportunity refers to the specific grant round or process where a Commonwealth grant is made available to potential grantees. Grant opportunities may be open or targeted, and will reflect the relevant grant selection process.

grant opportunity guidelines refers to a document(s) containing the relevant information required for potential grantees to understand: the purpose, outcomes and objectives of a grant; the application and assessment process; the governance arrangements (including roles and responsibilities); and the operation of the grant. Grant opportunity guidelines include related documents, such as the application guidelines and forms, invitations to apply, supporting documentation, frequently asked questions, draft grant agreements, and any templates for reporting or acquittals.

officials means officials of a Commonwealth entity. An official of a Commonwealth entity is an individual who is in, or forms part of the entity (see section 8 of the PGPA Act).

one-off or ad hoc grants – generally do not involve planned selection processes, but are instead designed to meet a specific need, often due to urgency or other circumstances. These grants are generally not available to a range of grantees or on an ongoing basis.

selection criteria comprise eligibility criteria and assessment criteria.

selection process is the method used to select potential grantees. This process may involve comparative assessment of applications or the assessment of applications against the eligibility criteria and/or the assessment criteria.

Emergency

Business Services Finance and Procurement **Grants and Funding Agreements** Publishing Grant Opportunities on GrantConnect



Publishing Grant Opportunities on GrantConnect

The Department must use GrantConnect to publish all Grant Opportunities, and any alterations and addenda to Grant Opportunities or Guidelines.

For grant programs that have transitioned to the Grants Hub, this publishing is conducted by the Department of Industry, Innovation and Science.

For any grant programs which have not transitioned to the Grants Hub any Grant Opportunities must be published in liaison with the Grants Team. Below is a flowchart which outlines the process for publishing a Grant Opportunity on GrantConnect.

Note: allow the Grants team one week to review grants documentation, load and approve to publish on GrantConnect.

For any changes to existing Grant Opportunities on GrantConnect, including guidelines or opportunity notice, please complete the Grant Opportunity Addendum Template (see below in Related Documents) with all relevant fields. The Template will need to be cleared by the appropriate GM.

For further information please contact the Grants Team at Grants@infrastructure.gov.au

Publishing Process

- The grant opportunity is identified.
- Guidelines, agreements, and any other supporting material are drafted by the relevant project officer and approved by the relevant Minister. If required - contact the Grants Team for further information.
- Final guidelines and supporting material are approved for publishing by the relevant SES Band 1 or Band 2.
- Final approved guidelines and supporting material are forwarded to the Grants Team at Grants@infrastructure.gov.au along with an advertising request form (refer below) for publishing. Please allow five business days for the team to review the documentation, load, and publish on GrantConnect.
- The Grants Team will review the documentation and may request edits or clarification from the project officer. If no amendments are required then the Grants Team will load and publish the grant opportunity documents on GrantConnect.

• The Grants Team will notify the relevant project officer once the opportunity has been published.

Related Documents Name Grant Opportunity Addendum Template Grant Opportunity Advertising Request Form

Was this information helpful?

Yes Somewhat

No

Next content review date: 8 June 2018

Maintained by (Section): Financial Operations

Last modified on: 7/07/2020 11:18:00 AM

A



Australian Government

Department of Infrastructure, Transport, Regional Development and Communications

Grant Opportunity (GO) Advertising Request Form

Guidance Please forward this template together with completed and approved Grant Guidelines to the Grants and Procurement Team for uploading onto GrantConnect at least 5 business days before the proposed release date. Please remove the guidance (*Blue, Italic*) material in this document upon completion. * Indicates a mandatory field Please confirm Legal Services have reviewed and assessed any constitutional risk associated with proposed grant program/s. Please confirm that relevant delegate approval has been obtained. **Internal Reference** The GAP Team will create this for you. ID: Title*: [Enter a short title of no more than 120 characters] **Description*:** [The description of the GO can be several paragraphs of text detailing the nature and type of Grant. The description should provide enough information for potential applicants to clearly understand the purpose and proposed outcomes of the Grant. The description' cannot exceed 2000 characters, including spaces] [Include any instructions for lodgement here. E.g. "To apply for this Instructions for opportunity please submit your application via email to Lodgement*: xxx@infrastructure.gov.au"] Other Instructions: [Enter any further instructions relating to the Grant Opportunity that have not been included in other fields. (not a mandatory requirement)] Forecast Reference*: [If the Grant Opportunity has previously been listed as one of the Department's Forecast Opportunities on GrantConnect please include the reference number here] ☐ Yes ☐ No Is the GO Co-

Primary Category*: [See list below of available Category Codes (please only select 1 code here)]

[If the GO is being co-sponsored please name the agency who is co-sponsoring

Sponsored?*:

If yes, please list the

name of the Agency

who is co-sponsoring

here1

Secondary Category:	[See list below of available Category Codes (please only select 1 code here and note that a secondary category is not mandatory)]
Total Amount Available (AUD):	[Enter the total amount available for the grant (if known). The amount must be entered in whole AUD solar values]
Estimated Grant Value (AUD):	Minimum - \$ to Maximum - \$ [Enter the minimum and maximum AUD dollar value that may be awarded to each grantee]
Selection Process*:	 □ Open Competitive □ Demand Driven □ Closed Non-Competitive □ Ad Hoc / One-Off
Ongoing?*:	☐ Yes ☐ No [Select 'Yes' if the GO is expected to remain open indefinitely. Select 'No' if the GO has a specified close date and time.]
GO Access*:	☐ Open ☐ Restricted (no public view) Invitees Details for each responder (if Restricted): Company/Individual Name* Town/City Postcode Primary Contact Name* Email Address* Phone Number 1* Phone Number 2 Secondary Contact Name Email Address Phone Number 1 Phone Number 1 Phone Number 2 * Compulsory
COD 11: 1 D . *	[Select 'Restricted' if the Go is to be available to invitees only]
GO Publish Date*:	
GO Close Date*:	/ /
GO Close Time (Canberra time)*:	[Please list the GO closing time]
Web Address:	[Not a mandatory requirement]

2

15/10/2020

Eligibility*:	[Include information about the eligibility criteria which must be met to qualify for the grant. This field cannot exceed 2000 characters including spaces.]	
Grant Activity Timeframe:	[Enter approximate dates or periods which might apply to the grant. This field is not mandatory]	
Location*:	□ ACT □ NSW □ VIC □ SA □ WA □ QLD □ NT □ TAS □ Overseas □ Administered Territories	
Contact Name:	[Insert the name of the Contact Officer. This is not a mandatory field.]	
Contact Phone Number:	[Insert the phone number of the Contact Officer. This is not a mandatory field.]	
Contact Email Address*:	[Insert the email address of the Contact Officer or a generic email address]	

3

15/10/2020

GrantConnect Category Codeset

Code Title

Academic Research

381001 Science, Technology, Engineering and Mathematics (STEM) Research

381002 Humanities, Arts and Social Sciences (HASS) Research

381003 Academic Medical Research

Ageing

101001 Aged Care

101002 Community Care

101003 Dementia

101004 Healthy Ageing

101005 Social Support

Agriculture

111001 Drought

111002 Business Development

111003 Farming

111004 Rural Development

Arts and Culture

121001 Architecture and Design

121002 Cultural Heritage

121003 Humanities

121004 Libraries

121005 Museums and Galleries

121006 Performing Arts

121007 Visual Arts

Children, Youth and Youth at Risk

131001 Child Care

131002 Education Support

131003 Foster Families

131004 Youth Homelessness

131005 Mentoring

131006 Residential Care

131007 Youth Services

131008 Family Services and Children

141000 Community Development

Crime, Justice and Legal Issues

151001 Community Safety

15/10/2020

151002 Crises Services

151003 Family and Domestic Violence

151004 Legal Services

151005 Victims of Crime

151006 National Security

151007 Family Relationship Support

Cultural and Linguistic Diversity

161001 Asylum Seekers and Refugees

161002 Migrants

161003 Multiculturalism

161004 Settlement Services

161005 Translation Services

Diplomacy Services

371001 Consular Services

371002 International Organisations

371003 Overseas Advocacy

371004 Public Diplomacy

Disability

171001 Carers of People with Disabilities

171002 Equipment for People with Disabilities

171003 Housing and Accommodation for People with Disabilities

171004 Services for People with Disabilities

171005 Disability Sector Representation

181000 Disaster Relief

Education

191001 Adult and Continuing Education

191002 Higher Education

191003 Literacy and Numeracy Support

191004 Preschool

191005 Primary and Secondary Schools

191006 Scholarships

191007 Special Education

191008 Vocational Education

Employment and Training

201001 Ageing Workforce

201002 Employment Services

201003 Transition to Work

201004 Vocational Training and Apprenticeships

5 15/10/2020

201005 Work Health and Safety

201006 Regional Employment Trials

Environment, Energy and Resources

211001 Animal Welfare

211002 Climate Change

211003 Energy Resources

211004 Heritage

211005 Land Resources

211006 Natural Resources - Conservation and Protection

211007 Pollution Control

211008 Recycling

211009 Sustainable Development

211010 Water Resources

211011 Zoos, Wildlife Sanctuaries and Conservation of Endangered Species

Government and Politics

221001 Civics and Citizenship

221002 Electoral

Health, Wellbeing and Medical Research

231001 Addiction and Substance Abuse

231002 Arthritis and Musculoskeletal Conditions

231003 Asthma

231004 Cancer

231005 Cardiovascular Health

231006 Child Health, Development and Wellbeing

231007 Complementary and Alternative Medicine

231008 Dental and Oral Health

231009 Diabetes

231010 Eye Health

231011 Food and Nutrition

231012 Health Promotion and Prevention Programs

231013 Medical Research

231014 Medical Scholarships

231015 Mental Health

231016 Palliative Care

231017 Public Health and Safety

231018 Public Health Services

231019 Reproductive Health

231020 Respiratory Health

15/10/2020

231021 Health and Medical Research

Housing and Homelessness

241001 Crisis Accommodation

241002 Homelessness

241003 Housing Affordability

Indigenous

251001 Indigenous Arts and Culture

251002 Indigenous Communities

251003 Indigenous Education

251004 Indigenous Employment and Business

251005 Indigenous Health

251006 Indigenous Housing

251007 Indigenous Languages

Industry

261001 Industry Innovation

261002 Small Business

261003 Business Development

Information and Communication

271001 Broadcasting and Telecommunications

271002 Information Technology

271003 Media and Communications

271004 Research and Technology Based Services

281000 International Aid and Development

291000 Local Government

301000 Philanthropy, Voluntarism and Not-for-Profits Infrastructure

311000 Recreation and Sport

Science and Technology

321001 Science

321002 Technology

321003 Scientific Research

Social Inclusion and Social Justice

331001 Advocacy

331002 Human Rights

331003 Social Inclusion

331004 Social Justice

331005 Women

341000 Trade and Tourism

Transport and Infrastructure

15/10/2020

351001 Infrastructure

351002 Regional Development

351003 Transport

Veterans and Defence

361001 Commemorative

361002 Defence

361003 Veterans

15/10/2020

<<Insert GO ID Number>>

<<INSERT GRANT OPPORTUNITY TITLE>>

ADDENDUM NUMBER XX

<<**Choose appropriate purpose for Addendum>>
Questions and Answers/Clarification to
Guidelines/<<Insert other reason for changing
the grant opportunity>>

<<insert date of Addenda>>

Lodgement Reminder:

Place for Lodgement: <<insert place for lodgement>>

CLOSING TIME: <<INSERT TIME>> (Local time in the ACT)

CLOSING DATE: <<INSERT DATE>>

Addendum Number XX

QUESTIONS AND ANSWERS << or details of the clarification or change>>

Question 1:
Answer1:
Question:2
Answer 2:
After completion seek approval for publishing from your General Manager prior to forwarding to grants@infrastructure.gov.au to request that it be placed onto GrantConnect.

Emergency

ENTR Business Services Finance and Procurement
Grants and Funding Agreements Reporting Grants Awarded on GrantConnect



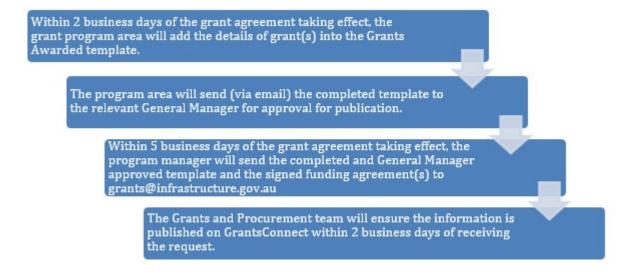
Reporting Grants Awarded on GrantConnect

The Commonwealth Grant Rules and Guidelines require that the Department must report on GrantConnect, information on individual grants no later than twenty-one calendar days after the grant agreement for the grant takes effect.

The Department of Industry, Innovation and Science currently provides grants administration services for a number of the Department's grant programs through its Business Grants Hub. For grant programs that are being delivered by the Business Grants Hub, Industry will complete GrantConnect reporting obligations on behalf of the Department.

The reporting processes outlined below applies to **grants that are being delivered and managed** by the Department.

Once a grant agreement has taken effect, you need to complete the **Grants Awarded template** (found below). The process is as follows:



For all grants awarded on GrantConnect, please provide the **signed Grant Funding Agreement** with the template.

For information on the process and completing the Grants Awarded template please refer to the **Guidelines on Reporting Grants Awarded on GrantConnect** found below.

For variations to existing grants that have been reported on the Departmental website prior to 1 January 2018, please contact the Grants team and we will assist you with the variation.

For more information on the Industry grants hub or the reporting process please contact the Grants team on 02 6274 7585 or Grants@infrastructure.gov.au.

Related Documents

Name



Grants Awarded Template



Guidelines on Reporting Grants Awarded on GrantConnect

Was this information helpful?

Somewhat Yes

No

Next content review date: 8 June 2018

Maintained by (Section): Financial Operations

Last modified on: 29/06/2020 3:22:03 PM



Australian Government

Department of Infrastructure, Transport, Regional Development and Communications

Guidelines for Reporting Grants Awarded on GrantConnect

Guidance

This guidance is provided to assist officers to fulfil their reporting obligations under the Commonwealth Grant Rules and Guidelines (CGRGs). The CGRGs require that from 31 December 2017 the Department must report, on GrantConnect, information on individual grants no later than twenty-one calendar days after the grant agreement for the grant takes effect. The date of effect is the date on which a grant agreement is signed or the specified start date, whichever is earlier.

Reporting Process

The Department of Industry, Science, Energy and Resources (Industry) currently provides grants administration services for a number of the Department's grant programs through its Business Grants Hub. For grant programs that are being delivered by the Business Grants Hub, Industry will complete GrantConnect reporting obligations on behalf of the Department. For more information on the Business Grants Hub please contact the Grants Team on 02 6274 7585 or grants@infrastructure.gov.au.

The reporting processes outlined below applies to **grants that are being delivered and managed by the Department**.

Once a grant agreement has taken effect, you need to complete the Grants Awarded template. The process is as follows:

Within 2 business days of the grant agreement taking effect, the grant program area will add the details of grant(s) into the Grants Awarded template.

The program area will send (via email) the completed template to the relevant General Manager for approval for publication.

Within 5 business days of the grant agreement taking effect, the program manager will send the completed and General Manager approved template and the signed funding agreement(s) to grants@infrastructure.gov.au

The Grants and Procurement team will ensure the information is published on GrantsConnect within 2 business days of receiving the request.

Where multiple grants are awarded in a short period for the same program or different programs, the details for each grant can be provided (as separate rows) in the template.

For all grants awarded on GrantConnect, please provide the signed **Grant Funding Agreement** with the template.

GrantConnect functionality enables the reporting of aggregate grants awarded without identifying the grant recipient. This would be appropriate where there is a genuine reason not to identify the recipient.

For example this might include instances where we must to comply with certain legislation requirements, specific grant agreement terms, or due to volume. If you determine there is a need to report aggregate grants please contact the Grants Team on 02 6274 7585 or grants@infrastructure.gov.au in the first instance to discuss.

Explanation of fields in the reporting template

Field	Explanation
Is the grant an Ad hoc or One-off grant?	Select 'Yes' or 'No' from the drop down. Generally, one-off and ad hoc grants don't involve planned selection processes as they are designed to meet a specific need, and may arise due to urgent or other unforeseen circumstances. These grants are generally not available to a range of potential grantees or on an ongoing basis.
	Note: If you selected 'Yes' then please leave the Selection Process field blank.
Approval Date	This is the date that the grant was approved by the financial delegate. Use dd-mmm-yyyy format, e.g. 01-Jan-2017.
	Note: The approval date is not the same as the start date listed in the funding agreement. If you are not sure where to find your approval date please contact the Grants and Reporting Team for assistance.
Start Date	This is the start date listed in the signed funding agreement. If there is no start date listed in your funding agreement then please list the date the funding agreement was signed. If there is no start date and no signature date then please list the date that the grant activities commence. Use dd-mmm-yyyy format, e.g. 01-Jan-2017.
End date	This is the end date listed in the signed funding agreement. If there is not end date listed then please list the expected completion date of the last grant activities. Use dd-mmm-yyyy format, e.g. 01-Jan-2017.
Value (AUD)	Enter the total dollar value in Australian dollars, including GST where applicable. The value must reflect the commitment for the life of the grant agreement.
Selection Process	Only complete if you selected 'No' for ad hoc/one off.
	Choose the application and selection process used to select grant recipients from the drop-down list
Program Name	Enter the program name as per the Portfolio Budget Statements (PBS) (for example "3.1: Regional Development").
Grant Program	Enter the name of the grant program (for example "Building Better Regions Fund")
PBS Financial Year	Select the financial year for this PBS program
Grant Activity	Enter a description of the grant activity to be performed. The description cannot exceed 255 characters including spaces.
Purpose	Enter a short, clear and relevant description of the purpose of the grant. This should not include any personal information that should not be made publicly available. The description cannot exceed 4,000 characters including spaces.

2

15/10/2020

Field	Explanation
Category	This is a standard list of grant activity categories. Please refer to Appendix A for a list of grants categories and select the most appropriate one in the drop down list in the template.
GO ID	Enter the Grant Opportunity Identification number (e.g. GOxxxx).
Confidentiality - Contract	If the grant agreement contains confidentiality clauses, select 'Yes'.
	If yes is selected a reason for confidentiality must be selected.
Confidentiality - Outputs	If information obtained in carrying out the grant agreement is confidential, select 'Yes'. If yes is selected a reason for confidentiality must be selected.
Confidentiality Reason	If you selected 'Yes' for either Confidentiality – Contract or Confidentiality - Outputs, you must select a reason for confidentiality.
Other	If you selected other for either of the confidentiality reasons you must provide a free text explanation.
Grant Recipient Name	Enter in full either the name of the individual or company receiving the grant.
Is the recipient ABN exempt?	If the recipient has an ABN please select 'No'. If the recipient is ABN exempt, for example is an overseas recipient, please select 'Yes'.
ABN	If 'No' was selected for 'is the recipient ABN exempt', enter the 11 digit ABN as per the signed funding agreement.
Grant Recipient Suburb	Enter the suburb where the recipient is located, in this format – 'Keiraville' (capital first letter, lower case following letters).
Grant Recipient Town/City	Enter the town/city where the recipient is located, in this format – 'Wollongong' (capital first letter, lower case following letters). This may be the same for small towns.
Grant Recipient Postcode	Enter the postcode for where the recipient is located.
Grant Recipient State/Territory	Select the state or territory where the recipient is located. If you select overseas please ensure you select the appropriate country in the Grant Recipient Country field.
Grant Recipient Country	Enter the country in which the Grant Recipient is located.
Grant Delivery Postcode	If the grant is to be delivered in one state or territory enter the postcode where the granting activity will take place. If the grant is being delivered in multiple states or territories or overseas please leave this field blank.
Grant Delivery State/Territory	Select from the drop-down the area where the granting activity will be taking place. If the grant is being delivered in multiple locations then please select 'Multiple' and complete the following column by listing the states and/or territories the grant will be delivered in.
Grant Recipient States/Territories	If you selected 'Multiple' in the previous column please enter the states
(only complete this column if you selected 'Multiple' in the previous	and/or territories the grant will be delivered in.
column)	

3

15/10/2020

Appendix A - GrantConnect Category Codeset

Code Title

Academic Research

381001 Science, Technology, Engineering and Mathematics (STEM) Research

381002 Humanities, Arts and Social Sciences (HASS) Research

381003 Academic Medical Research

Ageing

101001 Aged Care

101002 Community Care

101003 Dementia

101004 Healthy Ageing

101005 Social Support

Agriculture

111001 Drought

111002 Business Development

111003 Farming

111004 Rural Development

Arts and Culture

121001 Architecture and Design

121002 Cultural Heritage

121003 Humanities

121004 Libraries

121005 Museums and Galleries

121006 Performing Arts

121007 Visual Arts

Children, Youth and Youth at Risk

131001 Child Care

131002 Education Support

131003 Foster Families

131004 Youth Homelessness

131005 Mentoring

131006 Residential Care

131007 Youth Services

15/10/2020

4

131008 Family Services and Children

141000 Community Development

Crime, Justice and Legal Issues

151001 Community Safety

151002 Crises Services

151003 Family and Domestic Violence

151004 Legal Services

151005 Victims of Crime

151006 National Security

151007 Family Relationship Support

Cultural and Linguistic Diversity

161001 Asylum Seekers and Refugees

161002 Migrants

161003 Multiculturalism

161004 Settlement Services

161005 Translation Services

Diplomacy Services

371001 Consular Services

371002 International Organisations

371003 Overseas Advocacy

371004 Public Diplomacy

Disability

171001 Carers of People with Disabilities

171002 Equipment for People with Disabilities

171003 Housing and Accommodation for People with Disabilities

171004 Services for People with Disabilities

171005 Disability Sector Representation

181000 Disaster Relief

Education

191001 Adult and Continuing Education

191002 Higher Education

191003 Literacy and Numeracy Support

191004 Preschool

191005 Primary and Secondary Schools

191006 Scholarships

191007 Special Education

191008 Vocational Education

Employment and Training

5 15/10/2020

201001 Ageing Workforce

201002 Employment Services

201003 Transition to Work

201004 Vocational Training and Apprenticeships

201005 Work Health and Safety

201006 Regional Employment Trials

Environment, Energy and Resources

211001 Animal Welfare

211002 Climate Change

211003 Energy Resources

211004 Heritage

211005 Land Resources

211006 Natural Resources - Conservation and Protection

211007 Pollution Control

211008 Recycling

211009 Sustainable Development

211010 Water Resources

211011 Zoos, Wildlife Sanctuaries and Conservation of Endangered Species

Government and Politics

221001 Civics and Citizenship

221002 Electoral

Health, Wellbeing and Medical Research

231001 Addiction and Substance Abuse

231002 Arthritis and Musculoskeletal Conditions

231003 Asthma

231004 Cancer

231005 Cardiovascular Health

231006 Child Health, Development and Wellbeing

231007 Complementary and Alternative Medicine

231008 Dental and Oral Health

231009 Diabetes

231010 Eye Health

231011 Food and Nutrition

231012 Health Promotion and Prevention Programs

231013 Medical Research

231014 Medical Scholarships

231015 Mental Health

231016 Palliative Care

15/10/2020

6

231017 Public Health and Safety

231018 Public Health Services

231019 Reproductive Health

231020 Respiratory Health

231021 Health and Medical Research

Housing and Homelessness

241001 Crisis Accommodation

241002 Homelessness

241003 Housing Affordability

Indigenous

251001 Indigenous Arts and Culture

251002 Indigenous Communities

251003 Indigenous Education

251004 Indigenous Employment and Business

251005 Indigenous Health

251006 Indigenous Housing

251007 Indigenous Languages

Industry

261001 Industry Innovation

261002 Small Business

261003 Business Development

Information and Communication

271001 Broadcasting and Telecommunications

271002 Information Technology

271003 Media and Communications

271004 Research and Technology Based Services

281000 International Aid and Development

291000 Local Government

301000 Philanthropy, Voluntarism and Not-for-Profits Infrastructure

311000 Recreation and Sport

Science and Technology

321001 Science

321002 Technology

321003 Scientific Research

Social Inclusion and Social Justice

331001 Advocacy

331002 Human Rights

331003 Social Inclusion

7 15/10/2020

331004 Social Justice

331005 Women

341000 Trade and Tourism

Transport and Infrastructure

351001 Infrastructure

351002 Regional Development

351003 Transport

Veterans and Defence

361001 Commemorative

361002 Defence

361003 Veterans

15/10/2020

8

Grants Awarded	Is the grant an Ad hoc or One- off grant?	Approval Date	Start Date	End date	Value AUD - GST inclusive (if applicable)	Selection Process	PBS Program Name	Grant Program	PBS Financial Year	Grant Activity (not to exceed 255 characters)	Purpose (not to exceed 4000 characters)	Category	GO ID	Confidentiality - Contract
1														
3														
5														
6														
7														
9														
10														
12														
14														
15														
17														
18														
20														
21		<u> </u>												
23		-												
24 25														
26				_										
28														
29														
31														
32														
34														
35 36														
37														
38														
40														
41														
43														
45														
46														
48														
49 50														
51														
52														
54				_										
55														
57				1										
58														
60														
62														
63														
65														
66														
68		-												
69 70														
71														
72		1												

Confidentiality Reason Other	Confidentiality - Outputs Confidentiality Reason	Other	Grant Recipient Name	Is the recipient ABN exempt?	ABN	Grant Recipient Suburb	Grant Recipient Town/City	Grant Recipient Postcode	Grant Recipient State/Territory	Grant Recipient Country	Grant Delivery Postcode

Grant Delivery	Grant Recipient States/Territories <u>(only complete this column if you</u> selected 'Multiple' in the previous	
tate/Territory	column <u>)</u>	Grant Delivery Country
		_

Code

- 381001 Science, Technology, Engineering and Mathematics (STEM) Research
- 381002 Humanities, Arts and Social Sciences (HASS) Research
- 381003 Academic Medical Research
- 101001 Aged Care
- 101002 Community Care
- 101003 Dementia
- 101004 Healthy Ageing
- 101005 Social Support
- 111001 Drought
- 111002 Business Development
- 111003 Farming
- 111004 Rural Development
- 121001 Architecture and Design
- 121002 Cultural Heritage
- 121003 Humanities
- 121004 Libraries
- 121005 Museums and Galleries
- 121006 Performing Arts
- 131001 Child Care
- 131002 Education Support
- 131003 Foster Families
- 131004 Youth Homelessness
- 131005 Mentoring
- 131006 Residential Care
- 131007 Youth Services
- 141000 Community Development
- 151001 Community Safety
- 151002 Crises Services
- 151003 Family and Domestic Violence
- 151004 Legal Services
- 151006 National Security
- 151005 Victims of Crime
- 161001 Asylum Seekers and Refugees
- 161002 Migrants
- 161003 Multiculturalism
- 161004 Settlement Services
- 161005 Translation Services
- 371001 Consular Services
- 371002 International Organisations
- 371003 Overseas Advocacy
- 371004 Public Diplomacy
- 171001 Carers of People with Disabilities
- 171002 Equipment for People with Disabilities
- 171003 Housing and Accommodation for People with Disabilities
- 171004 Services for People with Disabilities
- 181000 Disaster Relief
- 191001 Adult and Continuing Education
- 191002 Higher Education
- 191003 Literacy and Numeracy Support

- 191004 Preschool
- 191005 Primary and Secondary Schools
- 191006 Scholarships
- 191007 Special Education
- 191008 Vocational Education
- 201001 Ageing Workforce
- 201002 Employment Services
- 201003 Transition to Work
- 201004 Vocational Training and Apprenticeships
- 211001 Animal Welfare
- 211002 Climate Change
- 211003 Energy Resources
- 211004 Heritage
- 211005 Land Resources
- 211006 Natural Resources Conservation and Protection
- 211007 Pollution Control
- 211008 Recycling
- 211009 Sustainable Development
- 211010 Water Resources
- 211011 Zoos, Wildlife Sanctuaries and Conservation of Endangered Species
- 221001 Civics and Citizenship
- 221002 Electoral
- 231001 Addiction and Substance Abuse
- 231002 Arthritis and Musculoskeletal Conditions
- 231003 Asthma
- 231004 Cancer
- 231005 Cardiovascular Health
- 231006 Child Health, Development and Wellbeing
- 231007 Complementary and Alternative Medicine
- 231008 Dental and Oral Health
- 231009 Diabetes
- 231010 Eye Health
- 231011 Food and Nutrition
- 231012 Health Promotion and Prevention Programs
- 231013 Medical Research
- 231014 Medical Scholarships
- 231015 Mental Health
- 231016 Palliative Care
- 231017 Public Health and Safety
- 231018 Public Health Services
- 231019 Reproductive Health
- 231020 Respiratory Health
- 241001 Crisis Accommodation
- 241002 Homelessness
- 241003 Housing Affordability
- 251001 Indigenous Arts and Culture
- 251002 Indigenous Communities
- 251003 Indigenous Education
- 251004 Indigenous Employment and Business
- 251005 Indigenous Health

```
251006 - Indigenous Housing
251007 - Indigenous Languages
261001 - Industry Innovation
261002 - Small Business
271001 - Broadcasting and Telecommunications
271002 - Information Technology
271003 - Media and Communications
271004 - Research and Technology Based Services
281000 - International Aid and Development
291000 - Local Government
301000 - Philanthropy, Voluntarism and Not-for-Profits Infrastructure
311000 - Recreation and Sport
321001 - Science
321002 - Technology
321003 - Scientific Research
331001 - Advocacy
331002 - Human Rights
331003 - Social Inclusion
331004 - Social Justice
331005 - Women
341000 - Trade and Tourism
351001 - Infrastructure
351002 - Regional Development
351003 - Transport
361001 - Commemorative
361002 - Defence
361003 - Veterans
```

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
-			
_			
_			
_			
_			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
_			
_			
_			
_			
_			
-			

Code ID Description

Code ID	Description
381001	Science, Technology, Engineering and Mathematics (STEM) Research
	Humanities, Arts and Social Sciences (HASS) Research
381003	Academic Medical Research
101001	Aged Care
101002	Community Care
101003	Dementia
101004	Healthy Ageing
101005	Social Support
111001	Drought
111002	Business Development
111003	Farming
111004	Rural Development
121001	Architecture and Design
121002	Cultural Heritage
121003	Humanities
121004	Libraries
121005	Museums and Galleries
121006	Performing Arts
131001	Child Care
131002	Education Support
131003	Foster Families
131004	Youth Homelessness
131005	Mentoring
	Residential Care
131007	Youth Services
141000	Community Development
	Community Safety
	Crises Services
151003	Family and Domestic Violence
	Legal Services
	National Security
	Victims of Crime
161001	Asylum Seekers and Refugees
	Migrants
	Multiculturalism
161004	Settlement Services
161005	Translation Services
	Consular Services
	International Organisations
	Overseas Advocacy
	Public Diplomacy
	Carers of People with Disabilities
	Equipment for People with Disabilities
	Housing and Accommodation for People with Disabilities
	Services for People with Disabilities
	Disaster Relief
	Adult and Continuing Education
	Higher Education
	Literacy and Numeracy Support
	I PORT OF THE TOTAL TOTA

404004	
	Preschool
	Primary and Secondary Schools
	Scholarships
	Special Education
	Vocational Education
	Ageing Workforce
	Employment Services
	Transition to Work
	Vocational Training and Apprenticeships
	Animal Welfare
	Climate Change
	Energy Resources
	Heritage
	Land Resources
	Natural Resources - Conservation and Protection
	Pollution Control
	Recycling
	Sustainable Development
	Water Resources
	Zoos, Wildlife Sanctuaries and Conservation of Endangered Species
	Civics and Citizenship
	Electoral
	Addiction and Substance Abuse
	Arthritis and Musculoskeletal Conditions
	Asthma
231004	
	Cardiovascular Health
	Child Health, Development and Wellbeing
	Complementary and Alternative Medicine
	Dental and Oral Health
	Diabetes
	Eye Health
	Food and Nutrition
	Health Promotion and Prevention Programs
	Medical Research
	Medical Scholarships
	Mental Health
	Palliative Care
	Public Health and Safety
	Public Health Services
	Reproductive Health
	Respiratory Health
	Crisis Accommodation
	Homelessness
	Housing Affordability
	Indigenous Arts and Culture
	Indigenous Communities
	Indigenous Education
	Indigenous Employment and Business
251005	Indigenous Health

	Indigenous Housing
	Indigenous Languages
261001	Industry Innovation
261002	Small Business
271001	Broadcasting and Telecommunications
271002	Information Technology
271003	Media and Communications
271004	Research and Technology Based Services
281000	International Aid and Development
291000	Local Government
301000	Philanthropy, Voluntarism and Not-for-Profits Infrastructure
311000	Recreation and Sport
321001	Science
321002	Technology
321003	Scientific Research
331001	Advocacy
331002	Human Rights
331003	Social Inclusion
331004	Social Justice
331005	Women
341000	Trade and Tourism
351001	Infrastructure
351002	Regional Development
351003	Transport
361001	Commemorative
361002	Defence
361003	Veterans

Yes Statutory Requirements
No Specific Grant Agreement Terms
Volume

Open Competitive
Open Non-competitive
Demand Driven
Targeted or Restricted Competitive
Closed Non-Competitive

Costing/profit information
Intellectual property
Privacy Act 1988
Public interest
Statutory secrecy provisions
Other

Artistic, literary or cultural secrets Intellectual property Privacy Act 1988 Public interest Statutory secrecy provisions Other

NSW	ACT	20/21	National
VIC	NSW	19/20	ACT
SA	VIC	18/19	NSW
WA	SA	17/18	VIC
QLD	WA		SA
NT	QLD		WA
TAS	NT		QLD
Administered Territories	TAS		NT
Overseas	Administered Territories		TAS

Overseas Administered Territories

Overseas

Multiple - please complete next column

Emergency

ENTR Business Services Finance and Procurement
Grants and Funding Agreements One-Off / Ad Hoc Grants



One-Off / Ad Hoc Grants

Is my grant one-off or ad hoc?

One-off or ad hoc grants do not usually involve planned selection processes, but are designed to meet a specific need, often due to urgency, an emergency, or other circumstances. These grants are generally not available to a range of grantees, or offered on an ongoing basis.

Is there legal authority to support the grant?

All grants, including one-off and ad hoc grants, require legislative authority to proceed. This authority may come from the Public Governance, Performance and Accountability Act 2013, the Financial Framework (Supplementary Powers) Act 1997, or other specific enabling legislation.

If you need assistance in determining the legislative authority for your grant arrangement, you should contact Legal Services in the first instance.

Who should administer the grant?

One-off and ad hoc grants with payments exceeding \$50,000 (inclusive of GST), <u>must</u> be considered and administered by the Grants Hub. Staff should refer to the Grant Hub On-boarding Process page on ENTR for further information.

One-off and ad hoc grants not associated with, or funded out of program funding, with total payments not exceeding \$50,000 (inclusive of GST) per grant can be administered internally, and do not need to be considered or administered by the Grants Hub.

Do I need grant guidelines for a one-off or ad hoc grant?

Grant guidelines are required for all grants, including one-off or ad hoc grants. Staff can refer to the Opportunity Templates page on ENTR to obtain a copy of the One-Off/Ad Hoc Grant Opportunity Guidelines Template.

One-off or ad hoc grant guidelines can either be developed as an overarching set of guidelines designed to cover similar activities (such as scholarships or sponsorships), or alternatively they can be developed as a specific set of guidelines for a single unique purpose.

Guidelines for one-off or ad hoc grants that do not fall within a program do not need to be published on GrantConnect, and are not subject to the mandatory processes relating to approval of new or revised grant opportunity guidelines. Generally speaking guidelines for one-off or ad hoc grants can be approved internally by a departmental delegate.

Reporting one off or ad hoc grants awarded

Staff should utilise the Grant Agreement templates available from the Department of Finance on awarding a one-off or ad hoc grant. Once the grant agreement has been signed, details of the grant awarded must be published on GrantConnect.

If your grant is being administered by the Grants Hub, they will manage this reporting for you. However, if the grant is being administered internally by the Department, you should follow the process outlined on the Reporting Grants Awarded on GrantConnect page on ENTR.

Grants Helpline: 02 6274 7585 or grants@infrastructure.gov.au

Was this information helpful?

Yes Somewhat

No

Next content review date: 10 March 2020

Maintained by (Section): Internal Budgets and Divisional

Support

Last modified on: 10/12/2019 10:12:37 AM

Emergency

ENTR Business Services Finance and Procurement
Grants and Funding Agreements Grant Payments (Internally managed grants)



Grant Payments (Internally managed grants)

This ENTR web page provides advice on internally managed grants. i.e. grants which are not processed through the Department of Industry Business Grants Hub (Business Grants Hub).

Recipient Created Tax Invoices

The myWorkplace system used by the department for grant payments has no current Recipient Created Tax Invoice (RCTI) processing capability. RCTI arrangements can only be supported if the grant program is being delivered through the Business Grants Hub.

Grant Payment Process

The myWorkplace system is used to support grant/funding agreements that are being managed internally. All grants which are not managed through the Business Grants Hub should be registered in the myWorkplace system and the appropriate approvals, purchase order and goods receipt entered against the agreement, prior to a payment being processed.

When the purchase order for a grant is approved in myWorkplace, the grantee is required to provide an invoice to claim the payment in line with the grant agreement. Invoices for payment should be emailed to Invoices@infrastructure.gov.au in pdf format. Invoices are uploaded into the Paperless Accounts Payable system (PAP) for coding and approval by the line area, prior to payment.

For assistance with accessing the myWorkplace grant funding system and registering a grant in myWorkplace, please contact Grants@infrastructure.gov.au.

For assistance with the PAP system, please refer to the *Payments and Receipts* section on the Finance ENTR page, or contact the Financial Operations Team on x7555 or Help.FinancialOperations@infrastructure.gov.au

Was this information helpful?

Yes Somewhat

No

Next content review date: 28 October 2020

Maintained by (Section): Financial Operations

Last modified on: 7/07/2020 11:18:07 AM