NOT FOR PROFIT STANDARD GRANT AGREEMENT

<RELEVANT DEPARTMENTAL/AGENCY LETTERHEAD>

<INSERT NAME AND ADDRESS OF GRANT RECIPIENT>
<insert A.B.N.>

Dear <insert contact officer name>

Re: Grant Offer for <*?* insert description> Program/Project

<insert details regarding request for a grant in respect of the above Program/Project.>

I am pleased to offer you a grant of $<*?* insert amount> <specify whether GST inclusive or exclusive> ('**Grant**') on behalf of <insert name of Minister or Statutory Authority>("**Government Party**").

The details of the Grant are set out in Attachment 1.

This offer is subject to your acceptance of the contents of this Letter of Offer, the Grant Details set out in Attachment 1, the Grant Terms and Conditions set out in Attachment 2 and any Special Conditions set out in Attachment 3.

To accept this offer, you must <insert instructions for acceptance of offer e.g. signature or other method for indicating a party's intention to be bound and any attachments>.

If your acceptance is not received by <insert date> this offer will lapse on <insert date>.

If you accept this offer you are agreeing to be legally bound by the terms of this Grant Agreement. The following documents will make up the Grant Agreement:

- This Letter of Offer;
- Your signed acceptance of this offer;
- The Grant Details (Attachment 1);
- The Standard Terms and Conditions (Attachment 2);
- The Special Conditions (Attachment 3) (if any)
- The Acquittal Form (Attachment 4).

If you have any queries regarding this offer, please do not hesitate to contact <insert name and contact phone number of Departmental/Agency contact officer>.

Yours faithfully

<insert Authorised Officer's sign off>

/ /

Enclosure. **Attachment 1: Grant Details**
Attachment 2: Grant Terms and Conditions
Attachment 3: Special Conditions
Attachment 4: Acquittal Form

ACKNOWLEDGEMENT & ACCEPTANCE OF OFFER
OF GRANT FOR <insert description> PROGRAM/PROJECT

I ……., authorised officer, for and on behalf of <insert entity name (A.B.N XX XXX XXX XXX)> ("**Recipient**") acknowledge and accept the terms and conditions specified in this Letter of Offer and in Attachments 1, 2 and 3.

Signature: ……..

Print Full Name: ……

Position/Office: ……..

Date: / /

Signed in the presence of:

Witness: ……

Print Full Name: ……..

Date: / /

Attachment 1 - Grant Details

Item 1	**Government Party**	<insert name> <insert ABN> <insert address>
Item 2	**Recipient**	<insert name> <insert address>
Item 3	**Commencement Date**	<insert date>
Item 4	**Expiry Date**	<insert date>
Item 5	**Extension Period(s)**	<insert period(s) or "not applicable">
Item 6	**Recipient's ABN**	Recipient has an ABN <Yes/No> <insert ABN > Registered for GST: <Yes/No>
Item 7	**Contact Persons**	Government Party: <insert contact details> Recipient: <insert contact details>
Item 8	**Purpose**	Details of Program/Project <insert brief description of Program/Project >
Item 9	**Outcomes**	<insert description of Outcomes>
Item 10	**Reports and Meetings**	<insert description> <insert dates>
Item 11	**Grant Amount**	$<insert> ☐ GST inclusive ☐ GST exclusive ☐ no GST payable
Item 12	**Payment Details**	Schedule of Payments: <insert payment date and amounts> <Include any other payment details e.g. instalments, payments attached to achievement of milestones>
Item 13	**Tax Invoice Issuing Party**	☐ Government Party ☐ Recipient
Item 14	**Grant Reconciliation Date(s)**	<insert dates>

Item 15	**Additional Recipient Financial Information**	☐ Yes ☐ No
Item 16	**Government Party IP Licence**	☐ Yes ☐ No
Item 17	**Insurances** Public Liability Insurance	Not less than $1,000,000
Item 18	**Liability Limit**	1 x Total Grant Amount
Item 19	**Notice Period for Termination for Convenience**	<insert period or “not applicable”>
Item 20	**Form of Funding Acknowledgement**	<insert requirements>

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. FUNDING PERIOD

1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.

1.2 This Agreement may be extended by the Government Party for the Extension Period(s) by giving reasonable notice in writing prior to the Expiry Date.

2. CONTACT PERSONS

The persons named in Attachment 1 as the Contact Persons are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

3. PURPOSE

The Recipient must use the Grant solely for the Purpose to achieve the Outcomes.

4. FUNDING AND INVOICING

4.1 If the Tax Invoice Issuing Party is the Government Party:

(a) the Parties agree that this Agreement satisfies the requirement for a written agreement specifying the supplies to which the Recipient Created Tax Invoice ("**RCTI**") relates;

(b) the Government Party must provide a copy of the Tax Invoice to the Recipient within 30 days of the making, or determining of the value, of the Taxable Supply; and

(c) The Recipient must not issue a Tax Invoice in respect of a Taxable Supply the subject of the RCTI.

4.2 If the Tax Invoice Issuing Party is the Recipient, the Recipient may invoice the Government Party for payment in respect of the Grant after the Commencement Date.

4.3 The Government Party will pay the Grant in the amounts and at the times specified in Attachment 1 upon receipt of a Tax Invoice.

4.4 For agreements greater than 12 months, on each anniversary of the Commencement Date during the period of the Agreement:

(a) the amount of the unpaid Grant will be indexed by the NFP Indexation Rate for that Financial Year; and

(b) the Government Party must issue a revised Schedule of Payments (including past amounts paid and indexed instalments payable for the remaining Grant period).

4.5 Clause 4.4 does not apply if the Government Party advises the NFP that the Grant payable for each year of the Agreement has already been indexed by the NFP Sector Indexation Rate.

4.6 The Recipient must ensure that it can properly account for the Grant received under the Agreement.

5. GST

5.1 Subject to clause 5.2 and 5.3 the Recipient represents that:

(a) the ABN shown in Attachment 1 is the Recipient's ABN; and

(b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth).

5.2 If the Recipient is not registered for GST, then GST must not be charged on supplies made under this Agreement.

5.3 If the Recipient does not have an ABN it must submit an ATO *Statement by a Supplier* to the Government Party otherwise the Government Party may be obliged under the *Taxation Administration Act 1953* to deduct a withholding from the Grant and will not be obliged to gross up the Grant or provide any other compensation to the Recipient.

6. REPAYMENT OF UNALLOCATED FUNDS

6.1 At the end of the Funding Period, if the Recipient has not expended all of the Grant, it must notify the Government Party of the unexpended amount and may submit a written request for retention or carryover of unexpended amounts specifying:

(a) the amount to be retained or carried over; and

(b) the purpose for which the unexpended amount will be used.

6.2 The Government Party must consider the Recipient's request and notify the Recipient in writing whether it:

(a) agrees that the Recipient may retain or carry over all or part of the unexpended amount; or

(b) requires the Recipient to repay all or part of that amount as notified by the Government Party, to the Government Party within 30 days of receipt of the notice from the Government Party.

7. PROVISION OF INFORMATION

7.1 The Recipient must provide those reports and other documents and must attend meetings, as specified in Attachment 1.

7.2 If the Government Party reasonably suspects that the Grant is not being used for the Purpose, it may request additional information from the Recipient.

7.3 The Recipient must immediately inform the Government Party of any significant changes to the nature and/or scope of the activities conducted by the Recipient which would impact on the Purposes or the Outcomes under this Agreement.

8. FINANCIAL REPORTING AND AUDITING

8.1 The Recipient must provide an acquittal in relation to the expenditure of all funds under this Agreement using the form in Attachment 4:

(a) certifying that the Grant has been properly spent, in accordance with the requirements of the Agreement

(b) signed by two persons authorised by the Recipient's board of management (or equivalent); and

(c) within three months of the end of each Financial Year during the Term or other dates as may be specified in Attachment 1 ("**Grant Reconciliation Date(s)**").

8.2 If the Recipient is required by law to prepare audited financial statements, the Recipient must provide the Government Party with copies of such audited financial statements, within six months of the end of each Financial Year during the Term.

8.3 If the Recipient is not required by law to prepare audited financial statements, and only if specified in Attachment 1, the Recipient must provide the Government Party with the following financial statements, within six months of the end of each Financial Year during the Term:

(a) A balance sheet;

(b) An income and expenditure statement; and

(c) A statement of changes in equity for the Financial Year,

(together "**Additional Recipient Information**").

8.4 The Recipient agrees the Government Party may direct that the financial accounts of the Recipient be audited at the Government Party's cost, and the Government Party may specify the minimum qualifications that must be held by the person appointed to conduct the audit.

8.5 If the audit discloses that the Recipient has applied the Grant for a purpose other than the Purpose then the Recipient will be required to reimburse the Government Party the costs of the audit and clause 17.1 will apply.

9. INSPECTION

9.1 The Recipient must allow any officer or person authorised by the Government Party on the giving of reasonable notice, to enter the premises of and to inspect the operations of the Recipient (including equipment, premises, accounting records, documents and information) and interview the Recipient's Personnel on matters pertaining to the operations

and reporting obligations of the Recipient under this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.

10.2 If specified in Attachment 1, the Recipient grants the Government Party and the State of South Australia a non-exclusive, perpetual, royalty free licence to use any intellectual property created as part of the Purpose.

11. CONFIDENTIAL INFORMATION

11.1 Subject to this clause 11, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.

11.2 A Party may disclose Confidential Information belonging to the other Party:

(a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;

(b) as required by law or a court order;

(c) in accordance with any Parliamentary or constitutional convention;

(d) for the purposes of prosecuting or defending proceedings.

11.3 The Parties may mutually agree to disclose Confidential Information.

12. PRIVACY

12.1 The Recipient must comply with the *Privacy Act 1988* (Cth) ("**Privacy Act**") and the Australian Privacy Principles established under that Act in undertaking its obligations under this Agreement including in relation to all Personal Information received created or held by it for the purposes of this Agreement.

12.2 The Recipient must promptly notify the Government Party if it fails to comply with this clause or if it becomes aware of any actual or threatened disclosure of or unauthorised access to Personal Information.

12.3 For the purposes of this special condition, "Personal Information" has the same meaning as in the Privacy Act.

13. PUBLICITY

13.1 The Recipient will acknowledge the Grant by the Government Party in any advertising, publicity or promotional material relating to this Agreement in the manner specified in Attachment 1.

13.2 The Recipient will participate in promotional or publicity activity in relation to this Agreement as is reasonably required by the Government Party.

13.3 The Recipient and the Government Party must use their best endeavour to mutually agree on the content of any public announcements or media releases about this Agreement.

13.4 If due to urgent circumstances or due to the nature and timing of the media request, it is not possible to provide prior notice of an announcement or media release to the other Party, then the Party making the announcement or media release must notify the other Party and provide a summary of the announcement or a copy of the media release as soon as possible after making the announcement or media release.

13.5 Nothing in this clause derogates from the operation of the *Not-for-Profit Sector Freedom to Advocate Act 2013*.

14. INSURANCE

14.1 The Recipient must effect and maintain the insurance specified in Attachment 1 for not less than the amount specified in Attachment 1 during the Funding Period.

15. LIABILITY LIMIT

15.1 The Recipient's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

16. DISPUTE RESOLUTION

16.1 Subject to clause 16.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.

16.2 Either Party may give the other a notice in writing ("**dispute notice**") setting out the details of the dispute.

16.3 Within seven days or such other period as may be agreed by the Parties, the Contact Persons must meet and use reasonable endeavours to resolve the dispute.

16.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

17. DEFAULT AND TERMINATION

17.1 If the Recipient does not apply any part of the Grant for the Purpose or if the Recipient materially fails to comply with this Agreement at any time, the Government Party may upon giving written notice to the Recipient:

(a) require the Recipient to repay either the whole or a portion of the Grant (whether expended or not) within 30 days of a written demand from the Government Party;

(b) withhold funds not already paid;

(c) withhold future funding from the Recipient; and/or

(d) terminate this Agreement.

17.2 Either Party may terminate this Agreement without cause by giving the other Party the period of notice specified in Attachment 1 ("**Notice Period for Termination for Convenience**").

18. EFFECT OF ENDING THIS AGREEMENT

18.1 Any termination of this Agreement does not affect any accrued right of either Party.

18.2 Despite termination or expiry of this Agreement, this clause 18 and clauses 6, 7, 8, 9, 10, 11, 12, 15 and those Special Conditions that by their nature remain in force, will survive.

19. CONTRACT DISCLOSURE

19.1 The Government Party may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form, and either generally to the public or to a particular person as a result of a specific request.

19.2 Nothing in this clause derogates from:

(a) the Recipient's obligations under any provisions of this Agreement; or

(b) the provisions of the *Freedom of Information Act 1991* (SA).

20. COMPLIANCE WITH LAWS AND POLICIES

20.1 The Recipient must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.

20.2 The Recipient must comply with any policies notified by the Government Party in writing at the Commencement Date.

21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement is governed by the laws in the State of South Australia.

21.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.

22. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.

23. NO ASSIGNMENT

23.1 The Recipient must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement

without the written approval of the Government Party which approval shall not be unreasonably withheld.

23.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

24. MODIFICATION

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless agreed by the Parties in writing.

25. SEVERANCE

25.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.

25.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

26. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one instrument. An executed counterpart may be delivered by email.

27. NO FURTHER OBLIGATION

27.1 The Recipient acknowledges that the Grant represents a one-off contribution by the Government Party towards the Purpose, and the Recipient agrees any request for subsequent funding will require a new application to the Government Party. The Government Party is under no obligation to agree to pay any subsequent funding to the Recipient.

27.2 The Recipient acknowledges the Government Party will not be liable to reimburse the Recipient for any losses or cost over runs that may result from the operation of this Agreement or the carrying out of the Purpose.

28. INTERPRETATION

28.1 In this Agreement (unless the context requires otherwise):

(a) a reference to any legislation includes:

(i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and

(ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;

(b) a word in the singular includes the plural and a word in the plural includes the singular;

(c) a reference to two or more persons is a reference to those persons jointly and severally;

(d) a reference to dollars is to Australian dollars;

(e) a reference to a Party includes that party's administrators, successors and permitted assigns.

29. DEFINITIONS

In this Agreement:

(a) "**Confidential Information**" means information which is identified as confidential information by a Party, but does not include this Agreement;

(b) "**Extension Period(s)**" means the period(s) specified in Attachment 1;

(c) "**Financial Year**" means a year commencing on 1 July and ending on 30 June;

(d) "**Funding Period**" means the period specified in Attachment 1 including any Extension Periods;

(e) "**Grant**" means the funds payable under this Agreement specified in Attachment 1 and includes previous indexation amounts applied and notified under clause 4;

(f) "**GST**" means the tax imposed by the GST Law;

(g) "**Intellectual Property Rights**" means all intellectual property rights, including but not limited to:

(i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and

(ii) any application or right to apply for registration of any of the rights referred to in paragraph (a),

but for the avoidance of doubt excludes moral rights and performers' rights;

(h) "**NFP**" means a not for profit organisation;

(i) "**NFP Sector Indexation Rate**" is the annual rate as published on the Department of Treasury and Finance www.treasury.sa.gov.au;

(j) "**Party**" means a party to this Agreement;

(k) "**Special Conditions**" means the conditions specified in Attachment 3; and

(l) "**Total Grant Amount**" means the total value of the funding provided under this Agreement including where relevant any NFP Sector Indexation.

30. SPECIAL CONDITIONS

The special conditions (if any) in Attachment 3 form part of this Agreement.

Attachment 3 – Special Conditions

Attachment 4 – Acquittal Form

<insert form>