



Fair Work
OMBUDSMAN

Commonwealth Grant Agreement
between the Commonwealth represented by
The Office of the Fair Work Ombudsman
and
[Insert Grantee]

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Commonwealth General Grant Conditions	Schedule 1

Grant Agreement [Reference number/name]

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.

Parties to this Agreement

The Grantee

[Name of grantee] a [type of entity] and having its registered office at [insert address].

The Commonwealth

The Commonwealth of Australia represented by the **OFFICE OF THE FAIR WORK OMBUDSMAN**, ABN 43 884 188 232

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 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 the 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 [Reference number/name]

A. Purpose of the Grant

The Grant is being provided as part of the FWO's Community Engagement Grants Program (CEG Program). The CEG Program aims to support the provision of client-centred and holistic services in response to workplace issues experienced by vulnerable and disadvantaged members of the community.

The purpose of this Grant is to facilitate the provision of high-quality, accessible and cost-effective assistance relating to Commonwealth workplace laws, targeted specifically at vulnerable groups within the community. The Grantee's activities will extend the breadth of Commonwealth workplace relations assistance available to the community.

The provision of funding through this Grant will facilitate the Grantee providing services which are supplementary to the FWO's functions under the *Fair Work Act 2009* and that support FWO's aim of promoting harmonious, productive and cooperative workplace relations.

B. Activity

Under this Agreement, the Grantee will [insert description of proposal/project/service to be provided to federal workplace relations participants to which the Grant funding will be tied. The Activity will prescribe the purpose(s) for which the Grant can be used].

C. Duration of the Activity

The Activity starts on [insert date] and ends on [insert date], the Completion Date.

Activity Schedule	
Milestone	Due date
[insert any milestones if appropriate]	

D. Payment of the Grant

The total amount of the Grant is [insert amount] (GST inclusive).

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 Grant will be paid by the Commonwealth each calendar year in two parts in accordance with the following:

[insert timing of grant payments, including details of any milestones]

Invoicing

Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must include the following information:

1. Title of this Agreement
2. Name of the Commonwealth representative

3. Agreement reference number or date of execution of the Agreement
4. The words “tax invoice” stated prominently
5. The Grantee’s name
6. The Grantee’s ABN (if any)
7. Date of issue of the tax invoice
8. Details of the fees, allowance and costs, including the items to which they relate
9. Total amount payable (including GST)
10. The GST shown separately
11. Bank account details for payment of the invoice by electronic funds transfer.

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:

1. The Grantee is to provide reports to the FWO in accordance with the following schedule:

Reporting period (for each year of the Grant)	Report due (each year of the Grant)
1 January to 30 June	18 August
1 July to 31 December	14 February
[insert other reporting periods if appropriate]	

2. The report will include information about the [insert reporting category or categories according to the Activity].
 - a. A signed statement by the [insert role] indicating that the Grant was spent in accordance with this Agreement.
 - b. [For each category or categories detailed information to be identified]

F. Party representatives and address for notices

Grantee's representative and address

Grantee’s representative name	
Position	
Postal/physical address(es)	
Business hours telephone	
Fax	
E-mail	

Commonwealth representative and address

Name of representative	
Position	
Postal/physical address(es)	
Business hours telephone	
Mobile	
Fax	
E-mail	

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

G1. Other Contributions

Not Applicable

G2. Activity budget

Not Applicable

G3. Record keeping

Not Applicable

G4. Audit

Not Applicable

G5. Activity Material

[To Be Confirmed depending on the nature of the Activity to be provided. In most cases it is likely that this will not be applicable]

G6. Access

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

Not Applicable

G8. Relevant qualifications or skills

[To Be Confirmed depending on the nature of the Activity to be provided. In most cases it is likely that this will not be applicable]

G9. Activity specific legislation, policies and industry standards

Not Applicable

G10. Commonwealth Material, facilities and assistance

[To Be Confirmed depending on the nature of the Activity to be provided. In most cases it is likely that this will not be applicable]

G11. Jurisdiction

G11.1 This Agreement is governed by the law of the [insert jurisdiction].

G12. Grantee trustee of a Trust

Not Applicable

Signatures

Executed as an agreement:

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Office of the Fair Work Ombudsman	
Name: (print) Position: (print) Signature and date:	
Witness Name: (print) Signature and date:	

Grantee:

Full legal name of the Grantee:	
Public Officer's Name: (print) Signature and date:	
Committee Member/Secretary Name: (print) Signature and date:	

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 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required 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.

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 remains responsible for compliance with 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 Grant Details.

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.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.

12.2 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

12.3 The licence in clause 12.2 does not apply to Activity Material.

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

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 Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.
- **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.
- **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.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting 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.