



Australian Government

**Department of Industry, Science,
Energy and Resources**

Your reference no: <reference number>

<title> <first name> <last name>

<position>

<organisation name>

<organisation postal address 1>

<organisation postal address 2>

<organisation postal address 3>

10 Binara Street
CANBERRA ACT 2601
GPO Box 2013
CANBERRA ACT 2601
e: <program mailbox address>
w: business.gov.au
abn: 74 599 608 295

Dear <title> <first name> < last name>

Letter of Agreement

The application for <organisation name> was successful and I am writing to offer you a <grant opportunity name> grant.

The Agreement

This letter is an offer to enter into a binding grant agreement (Agreement) between <organisation name> ABN <organisation ABN> (Grantee/you) and the Commonwealth of Australia as represented by the Department of Industry, Science, Energy and Resources **on behalf of the Department of Agriculture, Water and the Environment** (Commonwealth/we).

The Agreement includes:

- this letter
- the grant schedule (attachment A)
- the letter of agreement terms and conditions (attachment B)
- your application
- the grant opportunity guidelines applicable on the date you submitted your application.

We may use information contained in this Agreement for public reporting purposes, including the grantee name and grant amount.

What you must do

To accept this offer, a representative authorised to enter into an agreement on behalf of your organisation must accept the grant agreement on the portal. Accepting the Agreement on the portal is equivalent to signing a grant agreement. We may withdraw the offer if you do not accept the Agreement by <agreement due date> which is 30 days from the date we notified you that you were successful.

If you are not authorised to enter into a grant agreement on behalf of your organisation, you will need to identify a representative who is.

The Agreement takes effect from the date we acknowledge receipt of your acceptance of this Agreement.

You must undertake the project in line with this Agreement including meeting the milestones set out in the milestone table of the grant schedule (attachment A) by the due dates. You must only spend the grant on eligible activities to undertake the project as outlined in the grant opportunity guidelines.

If you spend any amount of the grant on activities not identified in the project, or if you have a grant amount unspent at the project end date, you will need to repay those amounts to the Commonwealth.

You must submit the final report set out in the reporting table of the grant schedule (attachment A) by the due date. You may be required to provide evidence of the grant expenditure. You can find a sample of the report requirements at attachment C.

You must ensure that anyone who has direct, unsupervised contact with children as part of your project under this Agreement has undertaken and passed a working with children check, if required under relevant state or territory legislation. You are also responsible for assessing the suitability of the people you engage as part of your project to ensure children are kept safe.

You must provide us with a statement of compliance with working with children legislation if requested.

If you make a public statement, publish any material or erect any signage in relation to your project you must acknowledge the funding you received from this grant. You must use any form of acknowledgment the Commonwealth reasonably specifies.

You are required to hold a formal commemorative event in association with your plantings in 2022 to coincide with the year of The Queen's Jubilee. You will be expected to cooperate with, and facilitate, inclusion of the Minister, your local MP, the department, and/or other dignitaries or representatives in your commemorative event (or an alternate event) where requested. Further guidance on these requirements will be made available in the program's commemorative event guidelines, which will be made available at business.gov.au.

Project sponsors

If you are entering into this Agreement as a project sponsor of another organisation (Sponsee) (pursuant to paragraph 4.2 of the grant opportunity guidelines), you acknowledge and agree that you will be legally responsible for ensuring all requirements under the Agreement are met – this includes, but is not limited to:

- reporting on the project in accordance with the terms of the Agreement;
- provision of statements of compliance with working with children legislation in accordance with the Agreement; and
- repayment of any Grant amounts, if required by clause 6 of the letter of agreement terms and conditions (attachment B).

You acknowledge Grant amounts will be paid into an account held in the name of a representative of the Sponsee. You give authority for this representative to receive Grant amounts on your behalf.

What we will do

After you have accepted the Agreement on the portal, we will acknowledge receipt of your acceptance. We will notify you when this happens and a copy of the executed Agreement will be available on the portal.

We will pay the grant into your nominated bank within 20 days of acknowledging receipt of your acceptance of the Agreement on the portal.

We may notify you of issues or concerns with the project and withhold the grant if we consider that you are unable to undertake the project in accordance with this Agreement. We will pay the grant once you have corrected the issues raised in the notice.

Any questions?

If you have any questions you can email us at Jubilee@industry.gov.au and a member of the team will be in contact with you.

Yours sincerely

<issuing officer>

<signature block 2>

<signature block 3>

<date>

Attachment A

Grant schedule

Program	<program name>
Grantee	<organisation name>
Grantee ABN	<organisation ABN>
Project title	<project title>
Application ID	<project number>
Project description (Grant Activity)	<project description> <project outcome>
Project start date	<project start date>
Project end date	<project end date>
Total eligible expenditure	\$(total eligible expenditure)
Grant percentage	Up to <project grant percentage> per cent
Total/maximum grant	\$(funding amount)(plus GST where applicable)
Capped amount in financial year <yyyy-yy 1>	\$(amount year 1) (plus GST where applicable)
Capped amount in financial year <yyyy-yy 2>	\$(amount year 2) (plus GST where applicable)
Agreement end date	<agreement end date>

Milestone table

Milestone number	Milestone name and description	Due date
<No>	<milestone name> <milestone description>	<dd/mm/yyyy>

Reporting table

Report type	Period start date	Period end date	Agreed evidence	Due date
<end of project report type>	<dd/mm/yyyy>	<dd/mm/yyyy>	<agreed evidence>	<report due date>

Signatures

I agree to the terms and conditions outlined in this grant

Full legal name of the Grantee	<name of the grantee> ABN <ABN of the grantee>
Name of Authorised Representative	<name of person accepting on the portal>
Date	<date when grant agreement is accepted on the portal>

Name of Commonwealth Authorised Representative	<name of person executing>
Grant agreement effective date	<date when the grant agreement is executed>

Attachment B - Letter of Agreement Terms and Conditions

1. Undertaking the Grant Activity

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

2. Acknowledgements

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

3. Notices

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

4. Payment of the Grant

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

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

4.3 Where applicable, the parties acknowledge and agree that they are each registered for GST purposes, have each quoted their Australian Business Number to the other and must notify the other of any changes in their GST status. The Grantee agrees that the Commonwealth will issue the Grantee with a recipient created tax invoice, and the Grantee will not issue any tax invoices, for any taxable supply the Grantee makes under this Agreement.

5. Spending the Grant

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

6. Repayment

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

7. Record keeping

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

8. Privacy

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

9. Grant Activity material

The Grantee gives (or procures for) the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, communicate, publish and adapt all material that is provided to the Commonwealth under this Agreement. This includes a right to sub-license that material.

10. Confidentiality

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

11. Insurance

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

12. Licences and approvals

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

13. Dispute resolution

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

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

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

14. Termination for default

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

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

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

15. General provisions

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

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

15.3 Clauses 5 (Spending of the Grant), 6 (Repayment), 7 (Record keeping), and 9 (Grant Activity material) survive the expiry or termination of this Agreement.

15.4 This agreement is governed by the law of the Australian Capital Territory.

Attachment C – Reporting requirements

Appendix 1

<grant opportunity name> - end of project report requirements

You will need to provide the following information in your end of project report. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

You must also answer any additional reporting questions as per the template provided on [business.gov.au](#) and submit as part of your end of project report.

Project achievements

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above including details on your commemorative event/s.
- c. Describe your tree planting activities undertaken as part of your project including:
How many trees were planted at the commemorative event, what size and species?
How many trees were planted in total?
Where were the trees planted? Provide geospatial references for each planting.
- d. What methods of protection did you use to protect the plants? i.e fencing or other methods.

Project outcomes

- a. Outline the project outcomes achieved by the project end date.
- b. Do the achieved project outcomes align with those specified in the grant agreement?
If no, explain why.

Project benefits

- a. What benefits has the project achieved?

- b. Describe the environmental and community benefits your project achieved, such as habitat creation, improve local environment, enhance community wellbeing.
- c. What ongoing impact will the project have?
- d. Did the project result in any unexpected benefits?
If yes, explain why.
- e. Did the project result in any unexpected negative impacts?
If yes, explain why.
- f. Is there any other information you wish to provide about your project?
If yes, provide details.

Total eligible project expenditure

- a. Indicate the total eligible project expenditure incurred. Eligible expenditure is divided into the same categories as the budget in your application.

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We may ask you to provide evidence of costs incurred.

Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.
- b. Provide any comments you may have to clarify any figures.
- c. Was the expenditure incurred in accordance with the activity budget in the grant agreement?

If no, explain the reason for a project underspend or overspend, or any other significant changes to the budget.

Project funding

- a. Provide details of all contributions to your project other than the grant. This includes your own contributions as well as any contributions from **government (except this grant)**, project partners or others.

Attachments

- a. Attach any agreed evidence required with this report to demonstrate successful completion of your project including Additional Reporting Requirements
- b. Attach your project photographic evidence (section 11.2.1 of the guidelines) (if not already provided), including representative photos of:
 - the installed Queen's Jubilee signage/plaque
 - the tree planting activities
 - your completed tree planting(s)
 - your formal Queen's Jubilee commemoration event.
- c. Attach copies of any published reports and promotional material, relating to the project.

Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The grant was spent in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including survival clauses.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Appendix 2

Planting Trees for The Queen's Jubilee - Additional reporting requirements

You will need to provide the following information at the time of, or immediately after, your project commemorative event:

- at least 2 suitable photos of your commemorative event and their geospatial point location (i.e. Latitude/Longitude)

Key event details including:

- the event date
- a concise description of the event
- number of community participants
- number of trees expected to be established through your project

You will need to provide the following quantitative information in your end of project report. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report by the due date on the [portal](#). You can enter the required information in stages and submit when it is complete.

Project number	
Grantee name	
Project title	
MP electorate	

The project number, grantee name and project title can be found in the letter of grant agreement.

a. Complete the following table with the details of your **formal commemorative event(s)**.

Date	Event Latitude/ Longitude ^a	Concise description of the event ^b	No. of community participants ^c	No. of tree tubestock planted ^d	No. of Trees expected to establish from seed sown ^e	Main species of trees planted ^f	Portion of trees that are native species (%) ^g	Estimated survival rate of plantings (%) ^h
							%	

(add further rows as needed)

^a Provide in decimal form. Use a representative location or the location of project signage.

^b A succinct description of the nature of the event/activities undertaken.

^c The number of community members who attended the event, excluding those employed by the project.

^d The number of trees planted which are expected to grow to >2 metres.

^e An estimate of the number of trees which are expected to grow to >2 metres from the tree seed sown.

^f Your list should focus on the main species and does not need to be exhaustive.

^g Estimate of the percentage of Australian native trees that are expected to establish from all tubestock planted and seed sown.

^h Estimate should be based on survival at least 3 months after planting.

b. Complete the following table with the details of **other tree plantings** (if applicable).

Date	Activity location (latitude/ Longitude) ^a	Concise description of the planting activity ^b	No. of community participants ^c	No. of tree tubestock planted ^e	No. of Trees expected to establish from seed sown ^f	Main species of trees planted ^g	Portion of trees that were native species (%) ^h	Estimated survival rate of plantings (%) ⁱ
							%	
							%	

(add further rows as needed)

^a Provide in decimal form. Use a representative location, or the location of project signage for plantings that are not limited to a discrete site.

^b A succinct description of the nature of the activities undertaken.

^c The number of community members / volunteers who attended the event, excluding those employed by the project.

^d The hectare area over which plantings were made.

^e The number of trees planted which are expected to grow to >2 metres.

^f An estimate of the number of trees which are expected to grow to >2 metres from the tree seed sown.

^g Your list should focus on the main species and does not need to be exhaustive.

^h Estimate of the percentage of Australian native trees that are expected to establish from all tubestock planted and seed sown.

ⁱ Estimate should be based on survival at least 3 months after planting.

Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The grant was spent in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including survival clauses.

I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Appendix 3

<grant opportunity name> - Compliance with working with children obligations

Where applicable, you will need to make the following annual statement of compliance. The Commonwealth reserves the right to amend or adjust the requirements.

You must submit your annual statement of compliance as you would a report on the [portal](#).

Statement of compliance

- 1 Is the organisation, and persons working with children on behalf of the organisation in relation to the Activity, compliant with Commonwealth, state or territory legislation?
- 2 Has the organisation completed a risk assessment in relation to the Activity and all persons who may engage with children in association with the Activity?
- 3 Has the organisation put in place an appropriate strategy to manage risks identified through the risk assessment?
- 4 Has the organisation delivered training and established a compliance regime to ensure that all persons who may engage with children are aware of, and comply with:
 - the National Principles for Child Safe Organisations
 - the risk management strategy in item 3 above
 - relevant legislation relating to requirements for working with children, including working with children checks
 - relevant legislation relating to requirements for working with vulnerable people, including working with vulnerable people checks; and
 - relevant legislation relating to mandatory reporting of suspected child abuse or neglect however described?

Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- I am aware of the grantee's obligations under their grant agreement.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.