

[RELEVANT DEPARTMENTAL/AGENCY LETTERHEAD]

[INSERT NAME AND ADDRESS OF GRANT RECIPIENT]  
[insert A.B.N.]

Attention: [insert contact officer]

Dear [insert contact officer name]

**Re: Grant Offer for [\*?\* insert description] Program/Project**

[I refer to your 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 [the Minister for [insert]/Agency/Statutory Authority name where no Minister] ("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 sign the Acknowledgement and Acceptance of Offer on the next page and return it to [insert Departmental/Agency contact officer name], at this address:

[insert Departmental/Agency contact officer address].

This offer will lapse if your acceptance is not received by [insert date].

If you accept this offer, the following documents will make up the Grant Agreement:

- Your Grant Proposal entitled [insert] and dated [insert] and [attached/not attached] (if any);
- 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)

[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**

**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	<b>Government Party</b>	<insert name> <insert address>
Item 2	<b>Recipient</b>	<insert name> <insert address>
Item 3	<b>Funding Period</b>	Commencement Date: <insert> Expiry Date: <insert>
Item 4	<b>Recipient's ABN</b>	<insert ABN> Registered for GST: <Yes/No>
Item 5	<b>Purpose</b>	Details of Program/Project <insert brief description of Program/Project >
Item 6	<b>Outcomes</b>	<insert description of Outcomes >
Item 7	<b>Reports</b>	<insert description> <insert delivery dates>
Item 8	<b>Grant Amount</b>	\$<insert> <input type="checkbox"/> GST inclusive <input type="checkbox"/> GST exclusive <input type="checkbox"/> no GST payable
Item 9	<b>Payment Details</b>	<e.g. instalments, payments attached to achievement of milestones>
Item 10	<b>Insurances</b> Public Liability Insurance	Not less than \$1,000,000
Item 11	<b>Liability Limit</b>	1 x Total Grant Amount

## 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.

#### 2. PURPOSE

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

#### 3. FUNDING AND PAYMENT

3.1 The Government Party will pay the Grant in the amounts and at the times specified in Attachment 1.

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

#### 4. GST

4.1 Subject to clause 4.2 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).

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

#### 5. REPAYMENT OF UNALLOCATED OR MISUSED FUNDS

5.1 If the Recipient fails to comply with this Agreement at any time, the Government Party may:

- (a) require the Recipient to repay either the whole or a portion of the Grant (whether expended or not) within 14 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.

#### 6. PROVISION OF INFORMATION

6.1 The Recipient must provide such information as is necessary (including documents, records, management accounts, financial statements, annual reports, and the Reports) to enable the Government Party:

- (a) to be satisfied that the Grant is being used effectively and efficiently and only for the Purpose to achieve the Outcomes (if specified in Attachment 1); and
- (b) to make an informed assessment of the ongoing financial position of the Recipient; and
- (c) to assess and monitor the Recipient's compliance with the terms of this Agreement.

6.2 The Recipient must provide the information referred to in clause 6.1 to the Government Party or if so directed to the Government Party's auditors or financial advisers.

6.3 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.

#### 7. FINANCIAL STATEMENTS AND AUDITING OF FINANCIAL ACCOUNTS

7.1 Unless otherwise required by the Government Party, the Recipient must prepare financial statements at the end of each financial year during the Funding Period, or if this Agreement is for a period of less than one year, at the end of the Agreement.

7.2 Subject to clause 7.3 the Recipient must ensure the financial statements are prepared in accordance with Australian Accounting Standards, are signed by an appropriate authorised senior officer of the Recipient and are submitted to the Government Party within 20 Business Days of:

(a) the end of each financial year during the Funding Period; or

(b) the end of the Funding Period.

7.3 If the Grant is in the form of a Grant and in excess of \$1M (GST exclusive), then the financial statements must be a General Purpose Financial Statement.

7.4 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 which must be held by the person appointed to conduct the audit.

#### 8. INSURANCE

8.1 The Recipient must effect and maintain the insurance specified in Attachment 1 for not less than the amount specified in Attachment 1.

#### 9. LIABILITY LIMIT

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

#### 10. INTELLECTUAL PROPERTY RIGHTS

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

10.2 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. PUBLICITY

12.1 The Recipient will acknowledge the Grant by the Government Party in any advertising, publicity or promotional material relating to this Agreement.

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

12.3 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.

12.4 Notwithstanding clause 12.3, if in the reasonable opinion of either party it is impossible to provide prior notice of an announcement or media release to the other party due to the urgency of the circumstances, or due to the nature and timing of the request being made by a relevant media body, then the party making the announcement or media release must notify the other party of the making of the announcement or media release 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.

12.5 Except as provided for in clause 12.1, the Recipient must not use the Government Party's name or that of the Crown or any instrumentality or agency of the Crown in its marketing or

otherwise without the Government Party's prior written consent.

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

### 13. INSPECTION

13.1 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.

### 14. DISPUTE RESOLUTION

Disputes and complaints under this Agreement are to be managed and resolved in accordance with DPC044 – South Australian Funding Policy for the Not for Profit Sector.

### 15. COMPLIANCE WITH LAWS

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

### 16. GOVERNING LAW AND JURISDICTION

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

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

### 17. 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.

### 18. MODIFICATION

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

### 19. SEVERANCE

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

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

### 20. 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 (1) instrument. An executed counterpart may be delivered by email.

### 21. NO FURTHER OBLIGATION

21.1 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.

21.2 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.

## 22. DEFINITIONS

In this Agreement:

- (a) **"Australian Accounting Standards"** means those means accounting standards issued by the Australian Accounting Standards Board (or successor organisation) which are in force in relation to the reporting period to which the financial statements relate;
- (b) **"Business Day"** means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (c) **"Confidential Information"** means information which is identified as confidential information by a Party, but does not include this Agreement;
- (d) **"Funding Period"** means the period specified in Attachment 1;
- (e) **"Grant"** means the funds payable under this Agreement specified in Attachment 1;
- (f) **"General Purpose Financial Statements"** has the meaning given in the Australian Accounting Standards;
- (g) **"GST"** means the tax imposed by the GST Law;
- (h) **"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;
- (i) **"Party"** means a party to this Agreement;
- (j) **"Reports"** means the reports specified in Attachment 1; and
- (k) **"Special Conditions"** means the conditions specified in Attachment 3.

## 23. INTERPRETATION

- 23.1 If the Government Party has indicated in Attachment 3 that a Special Condition applies, that Special Condition will form part of the Agreement.
- 23.2 All Attachments form part of this Agreement and in resolving inconsistencies in this Agreement, the Attachments have the following order of priority:
  - (a) Special Conditions (Attachment 3);
  - (b) Standard Terms and Conditions (Attachment 2); and
  - (c) Agreement Details (Attachment 1);
  - (d) any other Attachments.
- 23.3 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.

**Attachment 3 – Special Conditions**

**DRAFT**

# GRANT SPECIAL CONDITIONS CLAUSE BANK

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**PLEASE NOTE: THIS IS NOT AN EXHAUSTIVE LIST OF SPECIAL CONDITIONS. PLEASE CONTACT YOUR AGENCY'S PROCUREMENT BRANCH IF ADDITIONAL AGENCY SPECIFIC CLAUSES ARE REQUIRED.**

*Is this a high risk and/or complex (e.g. complicated) grant? If **Yes** contact the Crown Solicitor's Office. If **No** proceed to next question.*

*Is the value of the grant >\$500,000 (inc. GST)? If **Yes** insert the following clause as a Special Condition in Attachment 3. If **No** proceed to next question.*

## S1. **CONTRACT DISCLOSURE**

- S1.1 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.
- S1.2 Nothing in this clause derogates from:
  - S1.2.1 the Recipient's obligations under any provisions of this Agreement; or
  - S1.2.2 the provisions of the *Freedom of Information Act 1991* (SA).

*Arising from the grant, will the Recipient have access to the personal information of any person? If **Yes** insert the following clause as a Special Condition in Attachment 3. If **No** proceed to next question.*

## S2. **PRIVACY**

- S2.1 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.
- S2.2 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.
- S2.3 For the purposes of this special condition, "Personal Information" has the same meaning as in the Privacy Act.