



Regional Programs

Letter of Acceptance

Ref: [project id]

I, [name], [title], for and on behalf of [grantee name], [ABN and/or ACN as appropriate], accept the offer of a grant approved by the Hon [Insert], Minister for Infrastructure, Transport, Regional Development, Communication and the Arts (Minister) of \$[AG amount] (GST exclusive) for the project and purpose stated in our application (Reference No. [project id]) for the [name of project], [street address], [suburb], [state] and:

- (a) note that this Letter of Acceptance (**Agreement**) is between [grantee name] and the Commonwealth of Australia as represented by and acting through the Department of Infrastructure, Transport, Regional Development, Communications and the Arts (**Commonwealth**);
- (b) agree that the grant and any asset formed as a result of the grant will be used solely for the purpose specified in the Minister's letter of offer of grant, and expenditure as detailed in this Agreement;
- (c) the project to be delivered includes the [construction/upgrade/purchase/planning for] a [insert a brief description of the project].
- (d) agree that [grantee name] bears full responsibility, including liability, for all activities carried out in relation to this project;
- (e) agree that [grantee name] will obtain all approvals and authorisations issued or required by any governmental or semi-governmental authority, including any local council, necessary to commence and perform the project, including any construction and/or building activities;
- (f) agree that [grantee name] will ensure that any construction and/or building activities are carried out by qualified, accredited and experienced tradespeople or professionals and to a standard consistent with best industry practice;
- (g) agree that [grantee name] will ensure compliance with the requirements of the Work Health and Safety Accreditation Scheme and Building Code of Australia (if applicable);
- (h) agree that this Agreement commences on the date of this Agreement and continues until the project completion date, unless terminated earlier;
- (i) state that the project completion date is [date] and agree to complete the project by this date;
- (j) acknowledge that if requested by the Commonwealth, another department, agency or authority of the Commonwealth of Australia may administer this Agreement on behalf of the Commonwealth, and [grantee name] must comply with any direction given or purported to be given by that department, agency or authority under a provision of this Agreement (except as notified by the Commonwealth);
- (k) confirm that the following co-contributions have been received/confirmed [Reserve if fully AG funded];

Name of contributor/s	\$[amount] (GST exclusive)
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- (l) agree to comply with the project Budget as follows:

	Cost Item	Description	\$ (GST Exclusive)
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Australian Government	Construction, Upgrade, Purchase and/or Planning		
Name of other contributor/s	Construction, Upgrade, Purchase and/or Planning	[delete row if fully AG funded, add further rows if more than one contributor]	
Total Project Cost			

- (m) confirm the [grantee name] bank account details:

Name of Bank	
BSB	
Account Name	
Account Number	

- (n) ~Option 1~note that the payment of Australian Government funds will be paid on completion of the project (as certified by the Project Manager, Quantity Surveyor, or similar in respect of capital works) and acceptance of the Completion Report, to be provided in accordance with Clause (v), by the Commonwealth;

OR IF THE APPLICANT CANNOT COVER THE COST OF THE PROJECT TILL COMPLETION

~Option 2~note that the payment of Australian Government funds will be paid on completion of the milestones set out in the table below and acceptance of the Reports showing completion of the relevant milestone, to be provided in accordance with the table below in a form that is satisfactory to the Commonwealth;

Progress Report Number	Milestone(s) / Information covered by the Report	Milestone Completion Date	Payment amount (GST Exclusive)	Due Date for Report	Due Date for Funding Payment
1	Evidence acceptable to the Commonwealth that the Recipient has completed the following identified activities: <ul style="list-style-type: none"> an Event Invitation has been submitted to the Commonwealth as required at Clause (ff); *** per cent of the Project is completed and certified by the Project Manager, Quantity Surveyor, or similar. 				
2	Evidence acceptable to the Commonwealth that the following have been achieved: <ul style="list-style-type: none"> confirmation that the Project is completed. 				

- (o) agree that unless otherwise indicated:
- [grantee name] agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement; and

b. any consideration for a supply made under this Agreement is exclusive of any GST.

- (p) agree that if one party (the supplier) makes a taxable supply to the other party (the recipient) under this Agreement, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment;

- (q) agree that if there is any significant change to the project or items to be purchased through this grant (as detailed in this Agreement), [grantee name] shall seek written approval from the Commonwealth to vary the grant;
- (r) agree that [grantee name] will hold any relevant real property securely and safeguard it against theft, loss, damage or unauthorised use and maintain the real property in good condition;
- (s) agree to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested;
- (t) note the Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee;
- i. has breached this Agreement; or
 - ii. has provided false or misleading statements in their application for the Grant; or
 - iii. has become bankrupt or insolvent, entered in to a scheme of arrangement with creditors, or come under any form of external administration;
- (u) agree to give the Commonwealth, the Auditor-General and any Information Officer under the Australian Information Commissioner Act 2010 (Cth), or their authorised representatives access to premises where the Project is being performed and to permit those persons to inspect and take copies of any material relevant to the Project;
- (v) agree to acquit the grant in a form satisfactory to the Commonwealth within one month of the project completion date stated above;
- (w) agree to request written approval from the Commonwealth for any extension to the project completion date stated above or date of acquittal;
- (x) note the Operational Period commences on the date the Commonwealth accepts the Acquittal Report specified, to the Commonwealth's satisfaction. The duration of the Operational Period is one year;
- (y) agree to retain and, if required, provide to the Commonwealth, all records (including receipts) relating to this grant and the project, for which the grant was awarded, for a period no less than five (5) years from the date this Agreement is signed;
- (z) agree that any surplus funds will be remitted to the Commonwealth;
- (aa) agree that any cost overruns will be funded by the [grantee name];
- (bb) agree to provide the Commonwealth with a high resolution image or copy of anything produced as a result of the grant (e.g. photographs of items purchased and/or events held, books, orders of service, etc) and that these may be used, where appropriate, by the Commonwealth in its publications, including websites and brochures;
- (cc) agree to acknowledge that the project is supported by funding from the Australian Government under the Community Development Grants Program;
- (dd) agree to include the Commonwealth logo in all signage, publications and promotional activities related to the Activity. The Recipient must not use the Commonwealth's logo without the Commonwealth's approval. If the Commonwealth provides approval for the Recipient's use of the Commonwealth's logo, the Recipient must use it in accordance with the Commonwealth's branding guidelines (available on the Commonwealth's website);

- (ee) If the Recipient erects or maintains any signage in relation to the Project, the signage must be approved by the Commonwealth prior to use and contain an acknowledgement of the Funding as required under Clause (cc) of this Agreement. Any signage must remain in place during the Operational Period for the Project as specified in Clause (x). Signage for the Activity may be paid from the Budget if approved by Us. Signage for any other part of the Project must be at the Recipient's own cost. If a Federal, State or Local Government election is announced, the Recipient must cover any sign that is displayed within 100 metres of a polling place with an opaque (impenetrable to sight), durable and water repellent material from a period not less than 48 hours before the commencement of polling at that polling place until the polls close;
- (ff) If requested by the Commonwealth you agree to conduct an official opening of the completed Project. In this instance the recipient must, through the Commonwealth's contact officer:
 - a. seek the Commonwealth's agreement for the date of official openings or any other official functions relating to the Project, providing to the Commonwealth at least three options for dates, at least 56 days prior to the first proposed date, for the official opening or function;
 - b. invite the Commonwealth's representative to officiate at any official opening or other official function relating to the Project; and
 - c. clear all the signage, publications, promotional activities, publicity, announcements and media releases relating to the Project, with at least 14 calendar days' notice, before release;
- (gg) agree to disclosure of the recipient's name and details of the project as required under Commonwealth Government grant publication requirements on the Commonwealth's website for at least two years, in media releases, letters announcing the grant to Members of the Parliament of Australia, the Australian National Audit Office and as required to meet Government accountability requirements;
- (hh) agree to attempt settlement of any dispute by negotiation with the Commonwealth before resorting to external dispute resolution processes;
- (ii) note that this offer should not be seen as a precedent for future grants; and
- (jj) affirm that I am authorised to sign on behalf of the [grantee name].

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA, as
represented by and acting through the
**Department of Infrastructure, Transport,
Regional Development, Communications
and the Arts**: ABN 86 267 354 017

Name
Program Manager
Regional Programs Branch

Signed
In the presence of:

Name
Regional Programs Branch

Signed
Date:

Executed on behalf of [INSERT
RECIPIENT'S NAME HERE],
ABN [insert ABN here] or ACN [insert ACN
here] who by signing warrants they are
authorised to bind the [name of Recipient]

Name and Title
[grantee name]

Signed
In the presence of:

Name of witness

Signed
Date:
