



Australian Government

**Commonwealth
Standard Grant Agreement**

between

the Commonwealth represented by

Department of Social Services

and

[Program Schedule Organisation Legal
Name]

Grant Agreement

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth of Australia (the Commonwealth) and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	
Trading or business name	
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	
Registered for Goods and Services Tax (GST)	
Date from which GST registration was effective	
Registered office (physical/postal)	
Relevant business place (if different)	
Telephone	
Fax	
Email	

The Commonwealth

The Commonwealth of Australia represented by Department of Social Services
71 Athllon Drive, GREENWAY ACT 2900
ABN 36 342 015 855

Background

The Commonwealth has agreed to enter into 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 from the Clause Bank (if any);
- (c) the Standard 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 each 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.

draft only bbf 2012-2013

Grant Details

Organisation ID:	TBD
Agreement ID:	TBD
Program Schedule ID:	TBD

A. Purpose of the Grant

The purpose of the Grant is to:

Strengthen relationships, support families, improve children's wellbeing and increase the participation in community life to strengthen family and community functioning, and reduce the costs of family breakdown. The Program will provide a range of services, focussed on strengthening relationships and building parenting and financial management skills, providing support for better community connections as well as services to help newly arrived migrants to in their transition to life in Australia.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Families and Children program.

draft only bbf 2012-2013

Budget Based Funded – Activity ID]

B. Activity

Budget Based Funded Services

The Families and Children Activity under the Families and Communities Program provides support to families to improve the wellbeing of children and young people to enhance family and community functioning, as well as increasing the participation of vulnerable people in community life.

Budget Based Funded (BBF) is a sub-activity under the Families and Children Activity. In line with the Families and Communities Program and Families and Children Activity objectives, the purpose of the Grant is to provide all Australian families with flexible, affordable and accessible adjunct care and early learning services. Early learning services should be responsive to the needs of today's families, who do not always work the traditional nine-to-five day, five-day working week to ensure that all Australian children are fully prepared for learning and life.

In undertaking this Grant, you are actively encouraged to pursue innovative ideas to enhance service delivery outcomes. You may utilise up to 10 per cent of grant funding for the development of innovative concepts in consultation and agreement with us.

You are encouraged to actively plan and develop strategies to ensure long-term sustainability. You are encouraged to explore opportunities to reduce reliance on Government support through increased inter-organisational collaboration, and by identifying supplementary sources of funding through partnership with business and philanthropy.

You are expected to monitor changes in your communities and, by mutual agreement with us, you may adjust the services you deliver within this Grant to meet the changing needs of families and children. You may also be able to vary your service area(s) to meet changing demands, in consultation and agreement with the Department of Social Services (the department). You are required to deliver services to clients from outside the service area when they present to your services.

Improvements to the Families and Children Activity

The department is focused on driving better outcomes for families and children in Australia. The department is more clearly defining outcomes that grantees should work towards when delivering their grant activities. To measure progress towards these outcomes, the department has mandated participation in the Data Exchange (DEX) Partnership Approach, requiring all grantees to report outcomes data. To facilitate more effective service design and delivery, the department requires grantees to develop program logics and theories of change that demonstrate how and why, based on evidence, their program activities will contribute to the intended outcomes.

Governance

You must deliver Budget Based Funded (BBF) services in accordance with:

- the Supplementary terms and conditions outlined in this agreement;
- the Commonwealth standard terms and conditions at Schedule 1;
- [the Families and Children Program Guidelines](#); and
- the *Budget Based Funded Services Operational Guidelines*.

Principles

The BBF program focuses on providing all Australian families with flexible, affordable and accessible adjunct care and early learning services. Early learning services should be responsive to the needs

of today's families who do not always work the traditional nine-to-five day, five-day working week to ensure that all Australian children are fully prepared for learning and life.

Funding is provided as a contribution to assist with the cost of operating BBF services in approved locations. Funding is not intended to cover the full cost of providing services.

The grant can be used for the following grant activities:

Support Services

Crèches and adjunct care for families that allow parents or carers to access educational and training opportunities or other types of community programs and support. These services provide care and early learning sessions for less than full-time type hours.

Outside School Hours Care

Outside School Hours Care services provide After School Care, Before School Care and/or Vacation Care services for primary school-aged children in which enrichment programs such as cultural activities, life skills or sporting activities may be provided.

Mobile Services

Mobile services are where early learning staff travel to visit areas to provide care and early learning sessions and support. This may include vacation care, playgroups, on-farm care, parenting support, toy libraries and parent resource libraries.

Important requirements

You must comply with:

- DSS Departmental Policies*;
 - the relevant Guidelines*;
 - the Data Exchange Protocols*; and
- any other service compliance requirements applicable to the Activities you are funded to deliver.

Any or all of these may be amended by us from time to time. If we amend these we will notify you in writing at least one month prior to the changes coming into effect. The latest versions can be found on the DSS website www.dss.gov.au.

You must ensure that cultural and linguistic diversity is not a barrier for people targeted by this Activity, by providing access to language services where appropriate.

Review point

The department, at its sole discretion, has the right to collect any data, reporting and other information relevant to your performance of this Activity, your compliance with this Agreement and the outcomes of the Activity under this Agreement. The department may use the data, reporting and other information in any way as required, including for the purpose of reviewing or evaluating the Grantee's performance in any future grant agreements that relate to this Activity or another Activity that is, or will be, funded by the department.

Data Exchange Reporting

You are required to provide client level data and service delivery information from all recipients of this Activity in accordance with the Data Exchange Protocols (<https://dex.dss.gov.au/data-exchange-protocols/>).

You must provide the data required within the Data Exchange through an approved mechanism as outlined in the Data Exchange Protocols.

You are required to finalise the submission of data within the Data Exchange for each reporting period within 30 days of the reporting period ceasing, as set out in the reporting schedule below.

For this Activity, participation in the “partnership approach” is a requirement of funding. By participating, you agree to provide some additional information in exchange for the receipt of regular and relevant reports. The main focus of the partnership approach is collecting information about the outcomes achieved by clients as a result of service delivery. The partnership approach also includes some extended data items that provide additional information about client demographics, needs and circumstances.

Activity Work Plan

The detailed deliverables and activities you will undertake to fulfil this Activity must be provided as part of your Activity Work Plan, to be developed in consultation with, and provided to the department as specified in Item E. Once mutually agreed the Activity Work Plan will form part of the Agreement. You are required to report against any performance measures set out in the Activity Work Plan within 30 days of the reporting period ceasing.

Service Types

Where you are funded for more than one service type under this Activity, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service type you support under this Activity. You must advise us of resource attributions annually through the Activity Work Plan Report as detailed in Item E.

Outlet Locations

You must advise us of the outlet locations for this Activity within 3 months of the execution of this Agreement. Thereafter, you must advise us of any changes to outlet locations annually through the Activity Work Plan Report as detailed in Item E.

Service Areas

You must provide services across the service area as outlined in the table below.

Where you are funded for more than one service area, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service area you support under this Activity. You must advise us of resource attributions annually through the Activity Work Plan Report as detailed in Item E.

Service Promotion

Providers that deliver face-to-face services should list on free online community service directories to ensure community awareness of their service. Further guidance, including suggested websites, will be available in operational guidelines.

Use of Location, Service Information and Attributed Funding Information

The information listed below on location, service area and any attributed DSS funding amounts will be used by us to provide reports, by region, on DSS’s funding.

The information may be published on a Commonwealth website.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Number of clients assisted	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using

	characteristics defined in the Data Exchange Protocols.
Number of events / service instances delivered	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Percentage of participants from priority target groups	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Percentage of clients achieving individual goals related to independence, participation and well-being	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Percentage of clients achieving improved independence, participation and well-being	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Activities are completed according to scope, quality, timeframes and budget defined in the Activity Work Plan.	The Department and you agree that the Activity Work Plan has been completed as specified or, in case of divergence, to a satisfactory standard.

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Direct Funded	TBD	TBD

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	TBD	TBD

C. Duration of the Grant

The Activity starts on 1 July 2021 and ends on 30 June 2023, which is the **Activity Completion Date**.

The Agreement ends on 30 November 2023 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date**.

D. Payment of the Grant

The total amount of the Grant is \$TBD excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2021-2022	\$TBD
2022-2023	\$TBD

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 Grantee's nominated bank account into which the Grant is to be paid is:

BSB Number	TBD
Financial Institution	TBD
Account Number	TBD
Account Name	TBD

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Half yearly payment of 2021-2022 funds	12 July 2021	\$TBD	\$TBD	\$TBD
Half yearly payment of 2021-22 funds	1 December 2021	\$TBD	\$TBD	\$TBD
Half yearly payment of 2022-23 funds	12 July 2022	\$TBD	\$TBD	\$TBD
Half yearly payment of 2022-23 funds	1 December 2022	\$TBD	\$TBD	\$TBD
Total Amount		\$TBD	\$TBD	\$TBD

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

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.

Milestone	Information to be included	Due Date
Activity Work Plan	Output-level detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2	15 August 2021
Performance Report	Finalisation of Data Exchange period 1 data (1 July to 31 December), as set out in the Data Exchange Protocols, as per Item E.1	30 January 2022
Other Report	Draft Program Logic and Theory of Change as per Item E.4	31 March 2022
Performance Report	Finalisation of Data Exchange period 2 data (1 January to 30 June), as set out in the Data Exchange Protocols, as per Item E.1	30 July 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.5	15 August 2022
Other Report	Statement of Compliance Report as per Item E.4 relating to the <i>National Principles for Child Safe Organisations and other action for the safety of Children</i>	TBD
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.3	31 October 2022
Performance Report	Finalisation of Data Exchange period 1 data (1 July to 31 December), as set out in the Data Exchange Protocols, as per Item E.1	30 January 2023
Other Report	Final Program Logic and Theory of Change as per Item E.4	1 June 2023
Performance Report	Finalisation of Data Exchange period 2 data (1 January to 30 June), as set out in the Data Exchange Protocols, as per Item E.1	30 July 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.5	15 August 2023

Other Report	Statement of Compliance Report as per Item E.4 relating to the <i>National Principles for Child Safe Organisations and other action for the safety of Children</i>	TBD
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023

E.1 Performance Reports

Data Exchange Reports

You must provide client and service delivery information to the Community Grants Hub via the Data Exchange in accordance with the Data Exchange Protocols, within 30 days of the completion of a reporting period, as outlined in Item E.

For this Activity, you are required to participate in the Partnership Approach.

The Data Exchange Protocols can be found at <https://dex.dss.gov.au/data-exchange-protocols/>.

E.2 Activity Work Plan

The Activity Work Plan will be negotiated between you and us from time to time as agreed by both parties during the life of the Agreement. Using our Activity Work Plan template it will specify the Activity Details, deliverables, timeframes for delivery and measures of achievement. It may include a budget or other administrative controls intended to help manage activity risks. Once the Activity Work Plan has been agreed by both parties it will form part of the Agreement.

E.3 Financial Acquittal Reports

A Financial Declaration must be submitted for each financial year funded under this Grant Agreement. A Financial Declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Grant Agreement and in which the Grantee is required to declare unspent funds. The Financial Declaration must be certified by your Board, the Chief Executive Officer or one of your officers, with authority to do so verifying that you have spent the funding on the Activity in accordance with the Grant Agreement.

E.4 Other Reports

Activity Work Plan Report

For the purposes of this Agreement, Activity Work Plan Report means a document to be completed by you, on a template or system provided by us. The preferable way to submit the Report would be through the Grant Recipients Services Portal when it becomes available.

The Activity Work Plan Report template asks for progress on requirements in the Activity Work Plan for the reporting period including any compliance requirements.

Program Logic and Theory of Change

You must develop and submit a program logic and theory of change for your Activity on a template provided by the department. You must submit a first draft to the department for review. The department may accept your first draft as final or ask you to respond to feedback and refine the draft into a final document.

Statement of Compliance Report

An annual Statement of Compliance Report consistent with the requirements under Clause Bank Supplementary Term CB9.3 (f) *National Principles for Child Safe Organisations and other action for the safety of Children* must be submitted. A Statement of Compliance Report ensures compliance with relevant State, Territory and Commonwealth legislation, including Working With Children Checks, and with the National Principles for Child Safe Organisations. The report must reflect the Grantee has met the conditions as outlined in the Supplementary Terms CB9.2 and CB9.3 of this Agreement.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	TBD
Position	TBD
Business hours telephone	TBD
E-mail	TBD

Commonwealth representative and email address

Business hours telephone	TBD
E-mail	TBD

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.

Organisation ID:	TBD
Agreement ID:	TBD
Program Schedule ID:	TBD

Signatures

*Note: See explanatory notes on the signature block over page

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through The Department of Social Services, ABN 36 342 015 855 in the presence of:

DO NOT SIGN

DO NOT SIGN

(Name of Departmental Representative)

(Signature of Departmental Representative)

DO NOT SIGN

...../...../.....

(Position of Departmental Representative)

DO NOT SIGN

DO NOT SIGN

(Name of Witness in full)

(Signature of Witness)

...../...../.....

Signed for and on behalf of [Program Schedule Organisation Legal Name], ABN [Program Schedule Organisation ABN – hide if NULL] in accordance with its rules, and who warrants they are authorised to sign this Agreement:

DO NOT SIGN

DO NOT SIGN

(Name and position held by Signatory)

(Signature)

...../...../.....

DO NOT SIGN

DO NOT SIGN

(Name and position held by second Signatory if applicable)

(Signature of second Signatory if applicable)

...../...../.....

Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. The words 'as trustee of the XXX Trust' could be included at the end of the name.