

**Commonwealth
Individualised Grant Agreement**

between
the Commonwealth of Australia represented by the

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 Individualised 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 | [Program Schedule Organisation Legal Name] |
| Legal entity type (e.g. individual, incorporated association, company, partnership etc) | [Program Schedule Organisation Party Type] |
| Trading or business name | [Program Schedule Organisation Trading Name] |
| Any relevant licence, registration or provider number | Print blank |
| Australian Company Number (ACN) or other entity identifiers | Print blank |
| Australian Business Number (ABN) | [Program Schedule Organisation ABN]  |
| Registered for Goods and Services Tax (GST) | [Program Schedule Organisation GST Registered]  |
| Date from which GST registration was effective | Print blank |
| Registered office (physical/postal) | [Program Schedule Organisation Physical Address] |
| Relevant business place (if different) | Print blank |
| Telephone | [Program Schedule Organisation Phone Number] |
| Fax | [Program Schedule Organisation Fax Number] |
| Email | [Program Schedule Organisation General Email] |

# The Commonwealth

The Commonwealth of Australia represented by the 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 Individualised Supplementary Terms;

(c) the Individualised 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.**Grant Details**

|  |  |
| --- | --- |
| Organisation ID: | [Program Schedule Organisation ID] |
| Agreement ID: | [Agreement ID] |
| Program Schedule ID: | [Program Schedule ID] |

#

# A. Purpose of the Grant

The purpose of the Grant is to:

Support families, strengthen relationships, improve the wellbeing of children and young people and increase participation of people in community life to enhance family and community functioning.

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 Communities program.

# Children and Family Intensive Support – Activity ID]

# B. Activity

In undertaking this Activity, you must deliver Children and Family Intensive Support (CaFIS) within locations agreed between your organisation and the Department of Social Services.

The Activity must provide services that build on the strengths of families and communities to care for children in their culture. The Activity must support parents and family members to develop their confidence and capability to bring children up strong, support co-ordinated services to meet the needs of families and address areas of concern that impact on children’s safety and wellbeing.

The Activity must provide culturally responsive, trauma informed and child centred services to children and their families/households that are based on evidence and respond to the needs in the local region and community.

CaFIS will be part of local services that link closely with the community and provide co-ordinated services to enhance family functioning and increase children’s safety and wellbeing. CaFIS is an intensive service, which means that services last long enough and are sufficiently intense that they build a family’s capacity to focus on children’s safety and wellbeing, respond to immediate challenges, and address and cope with multiple and complex issues contributing to family dysfunction or disadvantage.

In undertaking this Activity, you as the Grantee will ensure the Team Leader OR personnel performing work in relation to the Activity are appropriately qualified and/or experienced to deliver services to children and families with complex needs and to support and supervise staff in their work. .

Costs the grant can be used for are:

* family/household assessment and engagement
* community engagement and development activities that directly address CaFIS outcomes
* case management and referral
* staff salaries and on-costs which can be directly attributed to the provision of CaFIS in the identified service area
* employee training for paid and unpaid staff that is relevant, appropriate and in line with CaFIS
* operating and administration expenses directly related to CaFIS, such as:
	+ Accounting and auditing
	+ Cleaning
	+ Insurance
	+ Postage
	+ Stationery and printing
	+ Rent and outgoings
	+ Repairs and maintenance
	+ Security
	+ Travel/accommodation costs
	+ Utilities
	+ Lease of vehicles and upkeep
* Communications and IT directly related to the delivery of services
* Program materials and supplies directly related to the delivery of services (e.g. consumables for group work)
* Work health and safety equipment.

In addition, the grant should be utilised to:

* support Aboriginal and Torres Strait Islander community-led initiatives and leadership
* develop and maintain strong and productive working relationships with the local child protection authority office/s
* engage with any local job and training services
* maintain close links with a broad network of services including, but not limited to other Department funded Families and Children activities, Northern Territory funded family support services, alcohol and drug treatment services, mental health services, child care centres, schools, medical practitioners and health clinics and other allied health services that support the community.

Capacity supports (including workforce development and organisational capacity building) should make up no more than 10 per cent of funding over the life of the Grant Agreement unless otherwise negotiated and agreed in writing with the department. Administration should not make up more than 20 per cent of funding over the life of the Grant Agreement.

**Consortium**

If you made a Joint (consortia) application under clause 7.2 of the Grant Opportunity Guidelines, whereby the Activity will be undertaken by the Grantee, as well as other members of your consortium (including when the other members will be a subcontractor under the Agreement) the Grantee must:

* 1. have a signed formal agreement in place with all its consortium organisations;
	2. provide the Commonwealth with a copy of all signed formal agreements in place with all its consortium organisations within 1 business day of execution of this Agreement;
	3. use its best endeavours to consider and uphold the Aboriginal Peak Organisations Northern Territory Partnership Principles;
	4. ensure maintenance and management of the relationships between the organisations in the consortium, including clearly established roles and responsibilities for each organisation;
	5. ensure that all organisations that are in the consortium comply with clause CB9 of the Supplementary Terms;
	6. agree that any formal agreement that the Grantee enters with its consortium organisations for the purposes of this Agreement impose the same obligations in clauses CB9.2(a) and (b) and CB9.3(a) and (f) of the Supplementary Terms on the consortium organisations and also require the consortium organisations to include those obligations in any secondary agreements.
	7. in the event of a breakdown of relationships between the consortium organisations, inform the Department prior to it having significant impact on effective service delivery of the Activity; and
	8. in the event of a consortium organisation being unable to complete its part of the Activity, ensure that the consortium organisation’s part of the Activity is completed by you or by another organisation (which may be completed by a subcontractor).

**Important requirements**

You must comply with:

- DSS Departmental Policies\*;

- the relevant Guidelines\*;

- the Data Exchange Protocols\*; and

- any other service compliance requirements applicable for 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 version can be found on the DSS website [www.dss.gov.au](http://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.

**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.

The Department of Social Services, together with providers, will review the locations and services delivered annually as part of reviewing Activity Work Plans. This annual review will be to confirm that locations and services remain the most appropriate. The nature and extent of community engagement and development activities that directly address program outcomes will also be reviewed and revised annually as part of the Activity Work Plan. This may result in annually revised Activity Work Plans to ensure services and locations remain fit for purpose over the life of the grant agreement.

**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.

**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** |
| --- | --- | --- | --- |
|  | Direct Funded | [Organisation/Venue Name] | [Organisation/Venue Address] |

# Service Area Information

The Activity will service the following service area/s:

|  |  |  |
| --- | --- | --- |
|  | **Type** | **Service Area** |
|  | [Service Area Type] | [Service Area Value] |

# C. Duration of the Grant

The Activity starts on execution of this Agreement and ends on 30 June 2026, which is the **Activity Completion Date**.

The Agreement ends on 30 November 2026 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 $[Overall Activity Value for all financial years] excluding GST (if applicable).

A break down by Financial Year is below:

|  |  |
| --- | --- |
| **Financial Year** | **Amount (excl. GST if applicable)** |
| 2021-2022 | [Overall Activity Value for Year 1] |
| 2022-2023 | [Overall Activity Value for Year 2] |
| 2023-2024 | [Overall Activity Value for Year 3] |
| 2024-2025 | [Overall Activity Value for Year 4] |
| 2025-2026 | [Overall Activity Value for Year 5] |

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** | [AS Bank Account BSB Number] |
| **Financial Institution** | [AS Bank Account Financial Institution] |
| **Account Number** | [AS Bank Account] |
| **Account Name** | [AS Bank Account Name] |

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 2021-22 funds | On Execution | $ | $ | $ |
| Half yearly payment of 2021-22 funds | 1 December 2021 | $ | $ | $ |
| Half yearly payment of 2022-23 funds | 12 July 2022 | $ | $ | $ |
| Half yearly payment of 2022-23 funds | 1 December 2022 | $ | $ | $ |
| Half yearly payment of 2023-24 funds | 11 July 2023 | $ | $ | $ |
| Half yearly payment of 2023-24 funds | 1 December 2023 | $ | $ | $ |
| Half yearly payment of 2024-25 funds | 11 July 2024 | $ | $ | $ |
| Half yearly payment of 2024-25 funds | 3 December 2024 | $ | $ | $ |
| Half yearly payment of 2025-26 funds | 8 July 2025 | $ | $ | $ |
| Half yearly payment of 2025-26 funds | 1 December 2025 | $ | $ | $ |
| **Total Amount** | **$[Calculation]** | **$[Calculation]** | **$[Calculation]** |

# 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** |
| 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 |
| 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 | 1 March 2022 |
| Statement of Compliance Report | Statement of Compliance Report as per Item E.4 relating to the *National Principles for Child Safe Organisations and other action for the safety of Children* | 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.4 | 15 August 2022 |
| 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 |
| Statement of Compliance Report | Statement of Compliance Report as per Item E.4 relating to the *National Principles for Child Safe Organisations and other action for the safety of Children* | 31 March 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.4 | 15 August 2023 |
| Financial Acquittal Report | Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3 | 31 October 2023 |
| 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 2024 |
| Statement of Compliance Report | Statement of Compliance Report as per Item E.4 relating to the *National Principles for Child Safe Organisations and other action for the safety of Children* | 31 March 2024 |
| 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 2024 |
| Activity Work Plan Report  | A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4 | 15 August 2024 |
| Financial Acquittal Report | Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3 | 31 October 2024 |
| 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 2025 |
| Statement of Compliance Report | Statement of Compliance Report as per Item E.4 relating to the *National Principles for Child Safe Organisations and other action for the safety of Children* | 31 March 2025 |
| 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 2025 |
| Activity Work Plan Report  | A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4 | 15 August 2025 |
| Financial Acquittal Report | Financial Acquittal from 1 July 2024 to 30 June 2025 as per Item E.3 | 31 October 2025 |
| 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 2026 |
| Statement of Compliance Report | Statement of Compliance Report as per Item E.4 relating to the *National Principles for Child Safe Organisations and other action for the safety of Children* | 31 March 2026 |
| 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 2026 |
| Final Report | A report of Outcomes for the funded Activity based on monitoring and data collection methods agreed with the [Agency Name] as part of the Activity Work Plan and reported as set out in Item E.4 | 30 July 2026 |
| Financial Acquittal Report | Financial Acquittal from 1 July 2025 to 30 June 2026 as per Item E.3 | 31 October 2026 |

### 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

**Audited Financial Acquittal Report**

You are required to provide an Annual Independently Audited Financial Acquittal Report for each financial year funded under this Grant Agreement covering the Activity/ies in this Schedule (in accordance with Clause 10 of the Commonwealth Standard Grant Conditions).

An audited financial acquittal report is an income and expenditure statement for the grant, verifying that DSS grant funding was spent to perform the activities as set out in the grant agreement. The acquittal report must be signed-off by a suitably qualified auditor.

If relevant, the grant recipient is required to provide details of any unspent funds in the statement.

### 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.

**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.

**Final Report**

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template provided by us.

# F. Party representatives and address for notices

# Grantee's representative and address

|  |  |
| --- | --- |
| **Grantee’s representative name** | [Activity Primary Contact Title] [Activity Primary Contact First Name] [Activity Primary Contact Last Name] |
| **Position** | [Activity Primary Contact Position Title] |
| **Business hours telephone** | [Activity Contact Phone Telephone Number] |
| **E-mail** | [Activity Primary Contact Email] |

# Commonwealth representative and email address

|  |  |
| --- | --- |
| **Business hours telephone** | [Activity Managing Office LOV Description] |
| **E-mail** | [Activity Managing Office LOV Low Value] |

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:** | [Program Schedule Organisation ID] |
| **Agreement ID:** | [Agreement ID] |
| **Program Schedule ID:** | [Program Schedule ID] |

**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 Department of Social Services, ABN 36 342 015 855 in the presence of: |
|  |  |  |
| (Name of Departmental Representative) |  | (Signature of Departmental Representative) |
|  |  | …./…./…… |
| (Position of Departmental Representative) |  |  |
|  |  |  |
| (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: |
|  |  |  |
| (Name and position held by Signatory) |  | (Signature) |
|  |  | …./…./…… |
|  |  |  |
| (Name and position held by second Signatory/Name of Witness) |  | (Signature of second Signatory/Witness) |
|  |  | …./…./…… |
|  |
|  |

**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.