



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

Commonwealth Simple Grant Agreement

between the Commonwealth represented by

Department of Industry, Science, Energy and Resources

and

GIPPSLAND GROUP TRAINING LIMITED

Contents

Grant Agreement COPW000173.....	3
Parties to this Agreement.....	3
Background	3
Scope of this Agreement.....	4
Grant Details COPW000173	5
A. Purpose of the Grant	5
B. Activity	5
C. Duration of the Grant	7
D. Payment of the Grant	8
E. Reporting	9
F. Party representatives and address for notices	9
G. Supplementary Terms	10
Signatures	15
Commonwealth.....	15
Grantee.....	15
Schedule 1 Commonwealth General Grant Conditions	16
Schedule 2 Reporting requirements.....	18

Grant Agreement COPW000173

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

Parties to this Agreement

The Grantee

Full legal name of Grantee	GIPPSLAND GROUP TRAINING LIMITED
Legal entity type (e.g. individual, incorporated association, company, partnership, etc)	Australian Public Company
Trading or business name	AGA Apprenticeships Plus
Any relevant licence, registration or provider number	Not applicable
Australian Business Number (ABN) or other entity identifiers	30006070828
Australian Company Number (ACN)	006070828
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	1/07/2000
Registered office address	L 1 192-198 High Street NORTHCOTE VIC 3070 Australia
Relevant business place	L 1 192-198 High St NORTHCOTE VIC 3070 Australia

The Commonwealth

The Commonwealth of Australia represented by the
Department of Industry, Science, Energy and Resources
of 10 Binara Street CANBERRA ACT 2600
ABN 74 599 608 295

The Department of Industry, Science, Energy and Resources will manage the Agreement on behalf of the Department of Education, Skills and Employment.

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the 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 (if any);
- (c) the Commonwealth General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

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 the 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 COPW000173

A. Purpose of the Grant

The Grant is being provided as part of the National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women grant opportunity.

The objectives for round 3 of the program are to:

- create greater awareness of career pathways and career information for women with a focus on women returning to work from a career break, women in non-traditional industries and occupations, or industries where women are under-represented (including at senior levels)
- contribute to an evidence base for addressing the needs of women undertaking training and apprenticeships
- enhance partnerships between industry, employers, schools and tertiary providers that support women through traditional and non-traditional career pathways.

The intended outcomes of the program are:

- enhanced career pathways that help women of working age to reach their full career potential
- increased understanding by women of skills and attributes sought by employers including in new and emerging industries
- stronger local collaboration in the delivery of career guidance to women of working age
- improved quality of locally based career guidance to women of working age.

B. Activity

The Activity is made up of the Grantee's project and all eligible project activities as specified in these Grant Details.

Project title

AGA present career-focused symposiums - Gippsland Women in New Careers

Project scope and description

This program will focus on alternative career pathways and transferable skills identification in 3 key industries – health/community services, construction and agriculture/forestry. The program will be open to women from ages 16-64 at various stages of their careers/schooling, with a particular focus on career starters, women returning to work and women looking to change careers.

AGA will present 12 symposiums at 4 locations each with its own targeted marketing strategy and local focus, delivered in partnership with local stakeholders and identified partners.

The sessions include professional development, networking skills and lifelong learning strategies. By engaging local community organisations, employers and women, we envisage ongoing network support being built for the career seekers. Each symposium will feature carefully chosen guest speakers from the key industries and will include:

- Women who have forged their career using non-traditional methods and pathways, sharing their stories with the targeted audience;
- Women with compelling stories to tell about their career journey that will captivate and inspire our audiences;
- Employers will provide valuable insight into what they look for in candidates including soft skills, attitude vs qualifications;

- Industry leaders who are leading the way to break down the barriers that are still faced by many women as they progress through their career.

Interactive workshops will be conducted and will feature a range of topics such as career progression; professional development; hidden job markets; services available in the local community; what skills do you have that can be transferred into other roles/industries?; self-promotion/networking; mindfulness, self-care and resilience.

Post-symposium, participants will be given the opportunity to book one-on-one career coaching and/or mentoring sessions with our trained Career experts (provided by Mas) who will work to develop a career plan and provide them with strategies to be able to progress with their chosen career path.

Project outcomes

- Program Coordinator to be hired via recruitment agency Findstaff (upon execution) - contract to commence 9th May 2022
- Initial Management Meeting: Ensure all partners are aware of their responsibilities. Meet with all involved including marketing manager so they have all the information regarding what marketing assets are required to commence campaign by 9th May latest. Marketing collateral will be specific to each audience and industry that we are targeting. Marketing to deliver: 1) WiNC logo 2) design and print 3000 x DL flyers and 3000 x A4 flyers 3) 6 pull up banners, (2 per industry), write scripts for ads, book radio ads, book in Pure Social campaign (3 x 2 month campaigns), design social media ads/tiles for Facebook and LinkedIn. Ensure all ready by 9th May 2022 for program launch
- Deliver Symposium 1 (x 4 events) by 16th July 2022 and write report summarising key outcomes i.e. attendance, speakers, contacts, opportunities
- Career Sessions for interested participants (face to face or online) by 22 July 2022
- Deliver Symposium 2 (x 4 events) by 15th October 2022 and write report summarising key outcomes i.e. attendance, speakers, contacts, opportunities
- Career Sessions for interested participants (face to face or online) by 21 October 2022
- Deliver Symposium 3 (x 4 events) by 11th Feb 2023 and write report summarising key outcomes i.e. attendance, speakers, contacts, opportunities
- Career Sessions for interested participants (face to face or online) by 17th February 2023
- Compile report with information such as attendance, feedback from participants, organisers and partners and determine clear outcomes from the program in preparation for acquittal (by 1st March 2023).

Special Conditions - conditions of grant funding:

1. It is expected that, as part of the evaluation of your project, you will be available to respond to surveys and participate in interviews during and at the conclusion of the project period.

2. It is expected that you will assist in the development of case studies highlighting the achievements and outcomes of your project. You will be expected to endorse any case studies and approve their publication and use on Australian Government and Australian Government Ministers websites, social media or other public platforms. Case studies may be developed during and at the conclusion of the project period.

3. As applicable, you must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: <https://www.w3.org/WAI/intro/wcag>.

4. To the extent they are applicable to your performance of this agreement, you must perform all obligations under this contract in a manner that is consistent with the Protective Security Policy Framework and the Commonwealth Information Security Manual.

In undertaking the Activity, the Grantee must comply with the requirements of the grant opportunity guidelines (as in force at the time of application).

The Grantee must notify the Commonwealth about events relating to the project and provide an opportunity for the Minister or their representative to attend.

C. Duration of the Grant

The Activity starts on 14 April 2022 and ends on 10 March 2023, which is the **Activity Completion Date**.

The Agreement ends on 17 August 2023 which is the **Agreement End Date**.

Activity Schedule

In undertaking the Activity, the Grantee will meet the following milestones by the due dates.

Milestone number	Milestone name and description	Due date
001	<p>Project set up and recruitment Prepare for commencement of program, organise recruitment of staff that are responsible for delivery of program (Program Coordinator), brief marketing on timelines, arrange monthly meeting.</p> <p>First Monthly Management Meeting – include marketing to discuss specific branding requirements.</p> <p>Marketing Campaign to commence 14/04/2022.</p>	09/05/2022
002	<p>Career Symposium 1 First week of symposiums with the first topic - Symposium 1 - Women looking for a change/professional development at 4 locations - will be held in 4 locations over that week.</p> <p>Follow-up Careers Sessions with interested participants (1:1 or Zoom).</p>	22/07/2022

Milestone number	Milestone name and description	Due date
003	Career Symposium 2 Career Symposium 2 delivery – focus: School leavers and parents returning to work at 4 locations over that week. Follow-up Careers Sessions with interested participants (1:1 or Zoom).	21/10/2022
004	Career Symposium 3 Career Symposium 3 delivery - focus: All women in careers at 4 locations over that week. Follow-up Careers Sessions with interested participants (1:1 or Zoom).	17/02/2023
005	Feedback and Reporting Program Coordinator to compile feedback from participants and stakeholders, arrange and attend final management meeting and ensure completion and preparation of reports for acquittal to government post-funding.	10/03/2023

D. Payment of the Grant

The total amount of the Grant is \$111,417 (plus GST if applicable).

The Grant will be provided at up to 78.73 per cent of eligible expenditure as defined in the grant opportunity guidelines.

The Grant will be paid over the following financial years subject to sufficient Program funding being available. The Commonwealth is not obliged to make a payment if it would result in the amount paid in a financial year exceeding the annual capped amount for that financial year as specified in this table.

Financial year	Annual capped amount (GST excl)
2021/22	\$55,709
2022/23	\$55,708
Total	\$111,417

The Grant will be paid according to the following schedule. Payments are subject to satisfactory progress on the project and compliance by the Grantee with its obligations under this Agreement.

Payment event	Payment amount (GST excl)	Anticipated payment date
Initial payment	\$55,709	01/05/2022
Progress payment	\$44,567	30/11/2022

Final payment	\$11,141	29/04/2023
Total	\$111,417	

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.

The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

The Grantee acknowledges that where it is registered for Goods and Services Tax (GST) it will notify the Commonwealth if it subsequently ceases to be registered for GST.

GST means a tax that is payable under GST law as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the reporting requirements (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress report	14/04/2022	13/10/2022	Project Report - Photographs and/or marketing material in support of project progress	13/11/2022
End of project report	14/04/2022	10/03/2023	Evidence of Successful Project Completion	09/04/2023

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s 22(1)
Position	Workforce Solutions Manager
Address	L 1 192-198 High St NORTHCOTE VIC 3070
Business hours telephone	
Mobile	s 22(1)

Email	s 22(1)
-------	---------

Commonwealth representative and address

Name of representative	s 22(1)
Position	Grants Manager
Postal address	GPO Box 2013 CANBERRA ACT 2601
Physical address	10 Binara Street CANBERRA ACT 2600
Business hours telephone	s 22(1)
Email	national.careers.Institute@industry.gov.au

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.

G. Supplementary Terms

G1 Other Contributions

G1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the following table:

Contribution	Contribution type	Amount	Timing
AGA			
	In-Kind	\$22956	28/02/2023
Mas National			
	In-Kind	\$7150	9/03/2023
Total		\$30,106	

G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 18 of the Commonwealth General Grant Conditions.

G2 Activity Budget

G2.1 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistent with the following budget:

Financial year 2021/22

Head of expenditure	Breakdown of expenditure	Agreed project cost
---------------------	--------------------------	---------------------

Project expenditure	Communication and promotion	\$6,300
Project expenditure	Computing equipment	\$0
Project expenditure	Contractors	\$0
Project expenditure	Other eligible expenditure	\$14,677
Project expenditure	Recruitment expenses	\$0
Project expenditure	Salary (Including Salary on Costs)	\$11,465
Project expenditure	Training events and workshops	\$7,850
Project expenditure	Travel	\$0
Financial year total		\$40,292

Financial year 2022/23

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Communication and promotion	\$8,800
Project expenditure	Computing equipment	\$0
Project expenditure	Contractors	\$0
Project expenditure	Other eligible expenditure	\$38,523
Project expenditure	Recruitment expenses	\$0
Project expenditure	Salary (Including Salary on Costs)	\$45,858
Project expenditure	Training events and workshops	\$8,050
Project expenditure	Travel	\$0
Financial year total		\$101,231

All financial years

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Communication and promotion	\$15,100
Project expenditure	Computing equipment	\$0
Project expenditure	Contractors	\$0
Project expenditure	Other eligible expenditure	\$53,200
Project expenditure	Recruitment expenses	\$0
Project expenditure	Salary (Including Salary on Costs)	\$57,323
Project expenditure	Training events and workshops	\$15,900
Project expenditure	Travel	\$0

All financial years total	\$141,523
---------------------------	-----------

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

G3 Record keeping

G3.1 The Grantee agrees to:

- (a) maintain records that identify the receipt and expenditure of the Grant and any Other Contributions separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported.

G3.2 The Grantee agrees to maintain the records for five years after the Activity Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4 Audit and acquittal

G4.1 The Grantee may be required to provide the Commonwealth with an independent audit report verifying that the Grant was spent in accordance with this Agreement.

G4.2 Independently audited financial acquittal reports must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
- (b) a Certified Practising Accountant; or
- (c) a member of the Institute of Public Accountants; or
- (d) a member of Chartered Accountants Australia and New Zealand

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

G5 Activity Material

Not applicable

G6 Access

G6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause G6.1.

G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G7 Equipment and Assets

G7.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for more than \$5,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

(a) Not applicable

G7.2 The Grantee agrees to maintain a register of all Assets with a value of \$5,000 (including GST) or more at the time of the Asset's purchase, lease, creating or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item number	Description	Total cost (including GST)
<i>Reference</i>	<i>Description of the equipment or asset</i>	<i>Total cost of the equipment or asset</i>

G7.3 The Grantee agrees to use the equipment and assets for the purposes of the Activity.

G7.4 The Grantee must ensure that it owns any equipment and Assets purchased with the Grant for the purposes of the Activity

G7.5 The Grantee agrees that the proceeds of any equipment and assets purchased with the Grant disposed of during the Activity, must be treated as part of the Grant and used for the purposes of the Activity.

G8 Relevant qualifications or skills

Not applicable

G8A Child safety

G8A.1 If the Activity or any part of the Activity involves the Grantee employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Activity, the Grantee agrees:

- (a) to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described; and
- (b) if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with clause G8A in such form as may be specified by the Commonwealth.

G9 Activity specific legislation, policies and industry standards

G9.1 Without limiting the generality of Item G11 below, the Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) The *Work Health and Safety Act 2011 (Cth)*, any corresponding regulations made under that Act and any relevant Code of Practice approved for the purpose of that Act ('WHS Laws').

Note: The Grantee must ensure the Activity is undertaken in a safe manner. The Grantee must not, and must ensure its Personnel do not, by act or omission place the Commonwealth in breach of its obligations under the WHS Laws or any other relevant State or Territory legislation

G9A Fraud

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

G10 Commonwealth Material, facilities and assistance

Not applicable

G11 Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

G12 Grantee trustee of a Trust (if applicable)

G12.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G12.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust
- (c) it has entered into this Agreement for the proper administration of the Trust;
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

Signatures

Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science, Energy and Resources.

Name	s 22(1)
Position	State Manager, Tasmania
Date	03 May 2022

Grantee

Full legal name of the Grantee	GIPPSLAND GROUP TRAINING LIMITED ABN: 30006070828
Name of Authorised Representative	s 22(1)
Date	02 May 2022

Schedule 1 Commonwealth General Grant Conditions

1. Undertaking the Activity

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

2. Acknowledgements

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

3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Agreement.

10. Repayment

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

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

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

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

17. Dispute resolution

17.1 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.

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

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

18. 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.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any

Existing Material that is incorporated in or supplied with the Activity Material.

- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.

- **Agreement End Date** means the date or event specified in the Grant Details.

- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant, excluding Activity Material and Intellectual Property Rights.

- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.

- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.

- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- **Commonwealth General Grant Conditions** means this document.

- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.

- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.

- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.

- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- **Grant Details** means the document titled Grant Details that forms part of this Agreement.

- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).

- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

- **Party** means the Grantee or the Commonwealth.

- **Personal Information** has the same meaning as in the *Privacy Act 1988*.

- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Schedule 2 Reporting requirements

Appendix 1

National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women - progress report requirements

You will need to provide the following information in your progress reports. 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.

Project progress

- 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.
- c. Is the overall project proceeding in line with your grant agreement?
If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.
- d. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

Project outcomes

- a. Outline the project outcomes achieved to date (e.g. improved delivery of career guidance programs, activities and services, increased awareness of available careers information).
- b. Who has been affected by the outcomes achieved to date? (please specify whether you are supporting: jobseekers and students; career advisors; career influencers, parents and peers; or employers).
- c. What successes and challenges has the project encountered over the reporting period?

- d. Has the scope and implementation of the project been adapted in response?
- e. Has the composition and nature of the partnership delivering the project changed over the reporting period? If so, please provide further details and context.

Project expenditure

Provide the following information about your eligible project expenditure. 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.

- a. What is the eligible expenditure you have incurred in this reporting period?
- b. What is the estimated eligible expenditure for the next reporting period?
- c. What is the estimated eligible expenditure for remaining reporting periods in current financial year (if applicable)?
- d. What is the estimated total eligible expenditure for future financial years?
- e. What is the estimated total eligible expenditure for the project?
- f. Briefly explain the reason for any changes between the forecast and actual expenditure for the current reporting period, and any significant changes to the forecast budget for the remainder of the project.
- g. Is the project expenditure broadly in line with the activity budget in the grant agreement? If no, explain the reasons.

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 project partners or others.

Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress.
- b. 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 activities identified in this report are for the purposes stated in the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.

- 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

National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women - 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.

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.
- c. Describe the nature, extent and purpose of any partnerships formed during the reporting period.
- d. Describe all participants in your project (this can include people seeking employment, students, parent groups, etc.). Where possible, provide specific details and data.
- e. Were the project activities completed as specified in the grant agreement? If not, what were the reasons for this?

Project outcomes

- a. Outline the project outcomes achieved by the project end date.
- i. To what extent has your project increased innovation in the delivery of career guidance programs, activities and services?

Include the following:

- type of innovation
- issue or gap addressed
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- ii. To what extent has your project improved the quality of career guidance provided through partnership initiatives?

Include the following:

- type of improvement
- issue or gap in career guidance programs, activities and services addressed
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- iii. To what extent has your project contributed to increased exposure and awareness of available career information, advice and support?

Include the following:

- type of awareness activity
- issue or gap in exposure or awareness
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- iv. To what extent has your project contributed to increased access, understanding and utilisation of career guidance programs, activities and services from partnership initiatives?

Include the following:

- type of activity
- issue or gap use of career guidance programs, activities and services
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- b. Do the achieved project outcomes align with those specified in the grant agreement?

If no, explain why.

- c. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?

If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

- d. Do you expect that participants in your project be able to continue benefiting from your project after the funding has ceased? Why or why not?

- e. Were there any unexpected or unintended outcomes of your project – positive or negative?

- f. What lessons did your organisation learn while undertaking this project and how might they be applied to other projects in the future?

Project benefits

- a. What benefits has the project achieved?

- b. What ongoing impact will the project have?
- c. Did the project result in any unexpected benefits?
If yes, explain why.
- d. Did the project result in any unexpected negative impacts?
If yes, explain why.
- e. 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 project partners or others.

Updated business indicators

- a. Provide the following financial data for your organisation for your latest complete financial year

These fields are mandatory and entering \$0 is acceptable if applicable.
 - Financial year completed
 - Sales revenue (turnover)
 - Export revenue
 - R&D expenditure
 - Taxable income
 - Number of employees including working proprietors and salaried directors (headcount)
 - Number of independent contractors (headcount)

Attachments

- a. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.
- b. 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 3

National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women - Compliance with working with children obligations

Where applicable, you will need to answer the following questions in your 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.

Appendix 4

Independent audit report

Background

These templates assist Grantees (and their auditors) to understand the audit requirements under a Commonwealth grant agreement administered by the Department of Industry, Science, Energy and Resources. For further information contact us on 13 28 46 or at business.gov.au.

When an independent audit report is required under our grant agreements the Grantee must provide us with:

- a statement of grant income and expenditure against the expenditure categories under the grant agreement (attachment A)
- an independent audit report on the statement of grant income and expenditure (attachment B)
- certification of certain matters by the auditor (attachment C).

You can find additional information on the grant opportunity relevant to your grant at business.gov.au or by calling us on 13 28 46.

Eligible expenditure

Advice on eligible expenditure for projects under the grant opportunity can be found in grant opportunity guidelines. These guidelines are revised from time to time and therefore more than one version of the document may exist. The relevant guidelines are those that were effective at the time the Grantee's application was accepted.

It is essential that Grantees and their auditors understand the eligible expenditure requirements because these determine whether, and the extent to which, certain costs are reportable and claimable.

The amount of grant funding we approve is based on the Grantee's estimated eligible expenditure, as provided in their application. However, the grant funding any Grantee is ultimately entitled to receive is determined against actual eligible expenditure incurred and paid for on the project. The grant amount specified in the grant agreement is the **maximum** amount the Grantee may be paid.

The expenditure reported in the 'statement of grant income and expenditure' at attachment A must represent actual 'eligible expenditure' paid on the project during that period.

Attachment A – Statement of grant income and expenditure

Grant opportunity name	[grant opportunity name]
Project number	[project number]
Grantee	[organisation]
Project title	[project title]
Reporting period start date	[project start date or other reporting period start date]
Reporting period end date	[project end date or other reporting period end date]

This statement of grant income and expenditure must be prepared by the Grantee and contain the following:

- Statement of funds, Grantee contributions and other financial assistance*
- Statement of eligible expenditure*
- Notes to the statement of eligible expenditure, explaining the basis of compilation
- Certification by directors of the Grantee

*We will compare this information to that detailed in the grant agreement.

1. Statement of funds, Grantee contributions and other financial assistance

Complete the following table for all cash [and in-kind] contributions for your project for the period in question, including

- the grant
- other government funding
- your own contributions
- partner or other third party contributions
- any additional private sector funding.

Insert rows as required.

Contributor	Cash amount (GST excl)	[Estimated in-kind amount (GST excl)]	Total (GST excl)
Grant	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Grantee	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Total	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]

2. Statement of eligible expenditure

You must provide detail of the eligible expenditure that has been incurred and paid for during the reporting period in the 'Statement of eligible expenditure' spreadsheet.

Comment on any variance between the expenditure items and amounts detailed in the grant agreement and the actual items and amounts detailed in the attached statement of eligible expenditure.

[enter details]

3. Note to the statement of eligible expenditure

3.1 Eligible expenditure

The eligible expenditure as reported in the statement of eligible expenditure is in accordance with the grant opportunity guidelines.

3.2 Basis of compilation

This statement of eligible expenditure has been prepared to meet the requirements of the grant agreement between [enter Grantee name] and the Commonwealth represented by the Department of Industry, Science, Energy and Resources and Science. Significant accounting policies applied in the compilation of the statement of grant income and expenditure include the following:

[enter details]

4. Certification by directors [if not director, replace with appropriate equivalent]

[Grantee name]

[Project number]

For the period [dd/ mm/yyyy] to [dd/ mm/yyyy]

We confirm that, to the best of our knowledge and believe, having made such enquiries as we considered necessary for the purpose of appropriately informing ourselves:

Statement of grant income and expenditure

- a. We have fulfilled our responsibilities for the preparation of the statement of grant income and expenditure in accordance with the cash basis of accounting and the terms of the grant agreement with the Commonwealth, represented by the Department of Industry, Science, Energy and Resources dated [enter date]; in particular, the statement of grant income and expenditure presents fairly in accordance therewith.
- b. All events subsequent to the date of the statement of grant income and expenditure which require adjustment or disclosure so as to present fairly the statement of grant income and expenditure, have been adjusted or disclosed.
- c. [Where applicable] The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the statement of grant income and expenditure as a whole. A list of the uncorrected misstatements is attached to this representation letter.
- d. That all Grantee contributions and other financial assistance were spent for the purpose of the project and in accordance with the grant agreement and that the Grantee has complied with the grant agreement and relevant accounting policies.
- e. That salaries and allowances paid to persons involved in the project are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

5. For Auditor use only

I certify that this statement of grant income and expenditure is the one used to prepare my independent audit report dated [enter date] for the Department of Industry, Science, Energy and Resources.

Signature

Name [enter name]

Position [enter position]

Auditor's employer [enter employer name]

Date [dd/mm/yyyy]

Attachment B - Independent audit report

Background for auditors

The purpose of the independent audit report is to provide us with an auditor's opinion on the Grantee's statement of grant income and expenditure. The statement of grant income and expenditure is prepared by the Grantee to correspond with the expenditure reported to the department by the Grantee for the same period, in the process of claiming grant payments.

The independent audit report must be prepared by a person who is an approved auditor.

An approved auditor is a person who is:

- a. registered as a company auditor under the *Corporations Act 2001* or an appropriately qualified member of Chartered Accountants Australia and New Zealand, or of CPA Australia or the Institute of Public Accountants; and
- b. not a principal, member, shareholder, officer, agent, subcontractor or employee of the Grantee or of a related body corporate or a Connected Entity.

The audit should be undertaken and reported in accordance with Australian Auditing Standards.

The independent audit report must follow the required format and include any qualification regarding the matters on which the auditor provides an opinion. We may follow up any qualifications with the Grantee or auditor. The independent audit report must be submitted on the auditor's letterhead.

Auditors must comply with the professional requirements of Chartered Accountants Australia and New Zealand, CPA Australia and the Institute of Public Accountants in the conduct of their audit.

If the auditor forms an opinion that the statement of grant income and expenditure does not give a true and fair view of the eligible expenditure for the period, the independent audit report should be qualified and the error quantified in the qualification section of the independent audit report.

The required independent audit report format follows.

Auditor's report

Independent audit report in relation to [Grantee name]'s statement of grant income and expenditure to the Commonwealth, represented by the Department of Industry, Science, Energy and Resources (the department).

We have audited:

- a. the accompanying statement of grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy], a summary of significant accounting policies and other explanatory information, and management's attestation statement thereon (together "the financial statement"). The financial statement has been prepared by management using the cash basis of accounting described in note 3.2 to the financial statement; and
- b. [Grantee name]'s compliance with the terms of the grant agreement between [Grantee name] and the Commonwealth dated [date of agreement] for the period [dd/mm/yyyy] to [dd/mm/yyyy] (the grant agreement).

We have:

- a. reviewed [Grantee name]'s statement of labour costs in support of its claim of eligible expenditure; and
- b. performed limited assurance procedures on [Grantee name]'s statement of employee numbers under the grant agreement].

Management's responsibility

Management is responsible for:

- a. the preparation and fair presentation of the financial statement in accordance with the basis of accounting described in note 3.2, this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in accordance with the grant agreement;
- b. compliance with the terms of the grant agreement;
- c. the preparation of the statement of employee numbers and labour costs in support of eligible expenditure; and
- d. such internal control as management determines is necessary to:
 - i enable the preparation of the financial statement and the statement of [employee numbers and]labour costs that are free from material misstatement, whether due to fraud or error; and
 - ii enable compliance with the terms of the grant agreement.

Auditor's responsibility

Our responsibilities are:

- a. To express an opinion, based on our audit, on:
 - i the financial statement; and
 - ii [Grantee name]'s compliance, in all material respects, with the terms of the grant agreement; and

- b. To conclude based on:
 - i our review procedures, on the statement of labour costs; and
 - ii our limited assurance procedures on the statement of employee numbers.

We conducted our audit of the financial statement in accordance with Australian Auditing Standards; our audit of compliance with the grant agreement in accordance with ASAE 3100, our review of the statement of labour costs in accordance with ASRE 2405; and our limited assurance procedures on employee numbers in accordance with ASAE 3000]. The applicable Standards require that we comply with relevant ethical requirements and plan and perform our work to:

- a. obtain reasonable assurance about whether the financial statement is free from material misstatement and that [Grantee name] has complied, in all material respects, with the terms of the grant agreement; and
- b. obtain limited assurance as to whether anything has come to our attention that causes us to believe that the statements of employee numbers and labour costs are materially misstated.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement and about the Grantee's compliance with the grant agreement. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Grantee's preparation and fair presentation of the financial statement, and to the Grantee's compliance with the grant agreement, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Grantee's internal control. An audit also includes evaluating the appropriateness of accounting policies used by management, as well as evaluating the overall presentation of the financial statement.

A review consists of making enquiries and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Auditing Standards and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion on the statement of labour costs.

A limited assurance engagement undertaken in respect of the statement of employee numbers, in accordance with ASAE 3000 involves [level of detail about procedures to be determined by the auditor]. The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement; and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion, review and limited assurance conclusions.

Opinion

In our opinion:

- a. the financial statement presents fairly, in all material respects, the grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy] in accordance with the cash basis of accounting described in note 3.2 and the terms of the grant agreement, dated [date of agreement], with the Commonwealth; and

- b. [Grantee name] has complied, in all material respects, with the requirements of the grant agreement between the organisation and the Commonwealth dated [date of agreement], for the period [dd/mm/yyyy] to [dd/mm/yyyy].

Basis of Accounting and Restriction on Distribution

Without modifying our opinion, we draw attention to note 3.2 to the financial statement, which describes the basis of accounting. The financial statement is prepared to provide information to the department in accordance with the grant agreement, dated [date of agreement]. As a result, the financial statement may not be suitable for another purpose.

Use of Report

This report has been prepared for [Grantee name] and the department in accordance with the requirements of the grant agreement between [Grantee name] and the Commonwealth, dated [date of agreement]. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than [Grantee name] and the department, or for any purpose other than that for which it was prepared.

Conclusions

Based on:

- a. Our review, which is not an audit, nothing has come to our attention that causes us to believe that the statement of labour costs in the period [dd/mm/yyyy] to [dd/mm/yyyy] is not, in all material respects, fairly presented in accordance with the grant agreement dated [date of agreement] with the Commonwealth; and
- b. The procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that the statement of employee numbers as at [dd/mm/yyyy] is not prepared, in all material respects, in accordance with the grant agreement dated [date of agreement] with the Commonwealth].

Auditor's signature

Name [enter name]

Auditor's employer [enter employer name]

Employer's address [enter address]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]

Attachment C - Certification of certain matters by the auditor

The department also requires a certification of certain matters by the auditor in addition to the independent audit report. This should be submitted with the statement of grant income and expenditure and independent audit report.

The auditor who signs this certification must also initial and date a copy of the Grantee's statement of eligible expenditure. The department will not accept an independent audit report that lacks this attachment.

The required format of certification is on the following page.

[print on auditor letterhead]

[addressee]

Department of Industry, Science, Energy and Resources
GPO Box 2013
Canberra ACT 2601

I understand that the Commonwealth, represented by the Department of Industry, Science, Energy and Resources and [Grantee name] have entered into a grant agreement for the provision of financial assistance under the [grant opportunity name] to the Grantee for the project. A condition of funding under the grant agreement is that the Grantee provides a statement of grant income and expenditure certifying that expenditure on approved project items has been incurred within the relevant audit period and paid in accordance with the grant opportunity guidelines, and is supportable by appropriate documentation.

In fulfilment of the condition, I hereby certify that:

- a. I am a member of Chartered Accountants Australia and New Zealand/ CPA Australia/ the Institute of Public Accountants (as a Public Practice Certified Member).
- b. I have prepared the independent audit report on [Grantee name]'s, statement of grant income and expenditure in accordance with the details of the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy].
- c. I have reviewed the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy], and related grant opportunity guidelines and understand the requirements pertaining to financial reporting and eligible expenditure contained therein.
- d. I have signed the attached copy of [Grantee name]'s statement of eligible expenditure that I used to prepare the independent audit report.
- e. I have complied with the professional independence requirements of Chartered Accountants Australia and New Zealand/ CPA Australia/the Institute of Public Accountants. I specifically certify that I:
 - i am not, and have not been, a director, office holder, or employee of [Grantee name] or related body corporate of [Grantee name]
 - ii have not been previously engaged by [Grantee name] for the purpose of preparing their [grant opportunity name] application or any report required under the grant agreement
 - iii have no financial interest in [Grantee name].

Signature

Name [enter name]
 Qualifications [enter qualification]
 Position [enter position]
 Date [dd/mm/yyyy]



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

Commonwealth Simple Grant Agreement

between the Commonwealth represented by

Department of Industry, Science, Energy and Resources

and

ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY

Contents

Grant Agreement COPW000148.....	3
Parties to this Agreement.....	3
Background	3
Scope of this Agreement.....	4
Grant Details COPW000148	5
A. Purpose of the Grant	5
B. Activity	5
C. Duration of the Grant.....	6
D. Payment of the Grant	7
E. Reporting	8
F. Party representatives and address for notices	9
G. Supplementary Terms	9
Signatures	15
Commonwealth.....	15
Grantee.....	15
Schedule 1 Commonwealth General Grant Conditions	16
Schedule 2 Reporting requirements.....	18

Grant Agreement COPW000148

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

Parties to this Agreement

The Grantee

Full legal name of Grantee	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY
Legal entity type (e.g. individual, incorporated association, company, partnership, etc)	Other Incorporated Entity
Trading or business name	RMIT University
Any relevant licence, registration or provider number	Not applicable
Australian Business Number (ABN) or other entity identifiers	49781030034
Australian Company Number (ACN)	Not applicable
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	14/11/2000
Registered office address	124 LA TROBE ST MELBOURNE VIC 3000 Australia
Relevant business place	124 La Trobe St MELBOURNE VIC 3000 Australia

The Commonwealth

The Commonwealth of Australia represented by the
Department of Industry, Science, Energy and Resources
of 10 Binara Street CANBERRA ACT 2600
ABN 74 599 608 295

The Department of Industry, Science, Energy and Resources will manage the Agreement on behalf of the Department of Education, Skills and Employment.

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the 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 (if any);
- (c) the Commonwealth General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

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 the 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 COPW000148

A. Purpose of the Grant

The Grant is being provided as part of the National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women grant opportunity.

The objectives for round 3 of the program are to:

- create greater awareness of career pathways and career information for women with a focus on women returning to work from a career break, women in non-traditional industries and occupations, or industries where women are under-represented (including at senior levels)
- contribute to an evidence base for addressing the needs of women undertaking training and apprenticeships
- enhance partnerships between industry, employers, schools and tertiary providers that support women through traditional and non-traditional career pathways.

The intended outcomes of the program are:

- enhanced career pathways that help women of working age to reach their full career potential
- increased understanding by women of skills and attributes sought by employers including in new and emerging industries
- stronger local collaboration in the delivery of career guidance to women of working age
- improved quality of locally based career guidance to women of working age.

B. Activity

The Activity is made up of the Grantee's project and all eligible project activities as specified in these Grant Details.

Project title

WOMENG - Women in Infrastructure Engineering and Construction

Project scope and description

WOMENG will conduct two main types of activities, specifically targeting two streams of women in transport infrastructure; youth and mid-to-late career women.

The first part of the program aims to particularly stimulate the interest of newer generations in the sector through female ambassadors visiting secondary school students in their years 10-11-12 and providing hands-on opportunities to visit large infrastructure construction sites and production plants.

The second stream is more oriented towards career pathways and career guidance working in close collaboration with female industry leaders, industry-based events and engagement opportunities, shadow programs and mentoring.

Project outcomes

- Essential project staff (WOMENG Project Coordinator) will be hired (milestone 1);
- Nomination of a Project Ambassador within AfPA female members and identification of approx. 15 female students (Year 10-12) to participate to WOMENG (Milestone 2)
- Delivery of the series of events within WOMENG – Youth Program (milestone 3)

- Informational video with interviews of mid-to-late career industry female representative to be distributed within the industry members (milestone 4)
- Delivery of the series of events within WOMENG – Mid-to-late career program (milestone 5)

Special Conditions - conditions of grant funding:

1. It is expected that, as part of the evaluation of your project, you will be available to respond to surveys and participate in interviews during and at the conclusion of the project period.
2. It is expected that you will assist in the development of case studies highlighting the achievements and outcomes of your project. You will be expected to endorse any case studies and approve their publication and use on Australian Government and Australian Government Ministers websites, social media or other public platforms. Case studies may be developed during and at the conclusion of the project period.
3. As applicable, you must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: <https://www.w3.org/WAI/intro/wcag>.
4. To the extent they are applicable to your performance of this agreement, you must perform all obligations under this contract in a manner that is consistent with the Protective Security Policy Framework and the Commonwealth Information Security Manual.

In undertaking the Activity, the Grantee must comply with the requirements of the grant opportunity guidelines (as in force at the time of application).

The Grantee must notify the Commonwealth about events relating to the project and provide an opportunity for the Minister or their representative to attend.

C. Duration of the Grant

The Activity starts on 02 May 2022 and ends on 01 May 2023, which is the **Activity Completion Date**.

The Agreement ends on 08 October 2023 which is the **Agreement End Date**.

Activity Schedule

In undertaking the Activity, the Grantee will meet the following milestones by the due dates.

Milestone number	Milestone name and description	Due date
001	Project inception and recruiting <ul style="list-style-type: none"> • Project sign off • RMIT/AfPA coordination meetings • Recruitment of a WOMENG project coordinator at RMIT 	15/06/2022

Milestone number	Milestone name and description	Due date
002	<p>Industry Survey</p> <ul style="list-style-type: none"> • Development of an information package (e.g. recorded video presentation of the project coordinator) highlighting the project goals and partners to be distributed to AfPA industry members. • AfPA members to pass the information onto their employees. • Identification, interview and selection of 15 mid-to-late career female employees who are willing to participate to WOMENG. 	15/08/2022
003	<p>Nomination of Youth Program Ambassador and visits to secondary schools</p> <ul style="list-style-type: none"> • RMIT and AfPA to identify a project ambassador for the youth program within one of the AfPA industry members. • Project ambassador to develop an 'engagement package' and travel across Victoria to disseminate information about WOMENG in secondary schools (Year 10-11-12 only).The objective will be to identify 15 female students interested in participating to WOMENG. 	01/10/2022
004	<p>WOMENG - Mid-to-late career program</p> <p>Project coordinator and RMIT/AfPA to deliver the mid-to-late career program as per project plan including the organisation of the following:</p> <ul style="list-style-type: none"> • Breakfast Series • Shadow Program • Industry Buddy mentoring experience • Plan & Return from Career Breaks • One workshop with industry speakers and networking. 	30/04/2023
005	<p>WOMENG - Youth program</p> <ul style="list-style-type: none"> • Project coordinator and RMIT/AfPA to deliver the youth program as per project plan including the organisation of field visits, 'Just another day at the office' experience and 1-day workshop with industry speakers. 	30/04/2023

D. Payment of the Grant

The total amount of the Grant is \$256,059 (plus GST if applicable).

The Grant will be provided at up to 74.54 per cent of eligible expenditure as defined in the grant opportunity guidelines.

The Grant will be paid over the following financial years subject to sufficient Program funding being available. The Commonwealth is not obliged to make a payment if it would result in the amount paid in a financial year exceeding the annual capped amount for that financial year as specified in this table.

Financial year	Annual capped amount (GST excl)
2021/22	\$128,030
2022/23	\$128,029
Total	\$256,059

The Grant will be paid according to the following schedule. Payments are subject to satisfactory progress on the project and compliance by the Grantee with its obligations under this Agreement.

Payment event	Payment amount (GST excl)	Anticipated payment date
Initial payment	\$128,030	22/05/2022
Progress payment	\$102,424	22/12/2022
Final payment	\$25,605	20/06/2023
Total	\$256,059	

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.

The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

The Grantee acknowledges that where it is registered for Goods and Services Tax (GST) it will notify the Commonwealth if it subsequently ceases to be registered for GST.

GST means a tax that is payable under GST law as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the reporting requirements (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress report	02/05/2022	01/11/2022	Progress Report - Photographs and/or marketing material in support of project progress	01/12/2022
Compliance with working with children obligations	02/05/2022	01/05/2023		01/05/2023

Report type	Period start date	Period end date	Agreed evidence	Due date
End of project report	02/05/2022	01/05/2023	Evidence of Successful Project Completion	31/05/2023

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s 22(1)
Position	Associate Professor
Address	124 La Trobe St MELBOURNE VIC 3000
Business hours telephone	s 22(1)
Mobile	
Email	s 22(1)

Commonwealth representative and address

Name of representative	s 22(1)
Position	
Postal address	GPO Box 2013 CANBERRA ACT 2601
Physical address	10 Binara Street CANBERRA ACT 2600
Business hours telephone	s 22(1)
Email	national.careers.Institute@industry.gov.au

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.

G. Supplementary Terms

G1 Other Contributions

G1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the following table:

Contribution	Contribution type	Amount	Timing
--------------	-------------------	--------	--------

RMIT University			
	Cash	\$6000	3/04/2023
	In-Kind	\$31528	29/04/2023
Australian Flexible Pavement Association - AfPA			
	In-Kind	\$44924	3/04/2023
Austroads Ltd			
	In-Kind	\$5000	6/02/2023
Total		\$87,452	

G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 18 of the Commonwealth General Grant Conditions.

G2 Activity Budget

G2.1 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistent with the following budget:

Financial year 2021/22

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Communication and promotion	\$2,500
Project expenditure	Computing equipment	\$4,400
Project expenditure	Contractors	\$0
Project expenditure	Other eligible expenditure	\$1,500
Project expenditure	Recruitment expenses	\$0
Project expenditure	Salary (Including Salary on Costs)	\$15,968
Project expenditure	Training events and workshops	\$0
Project expenditure	Travel	\$3,000
Financial year total		\$27,368

Financial year 2022/23

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Communication and promotion	\$4,300
Project expenditure	Computing equipment	\$750
Project expenditure	Contractors	\$38,200

Project expenditure	Other eligible expenditure	\$2,000
Project expenditure	Recruitment expenses	\$0
Project expenditure	Salary (Including Salary on Costs)	\$169,293
Project expenditure	Training events and workshops	\$68,100
Project expenditure	Travel	\$33,500
Financial year total		\$316,143

All financial years

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Communication and promotion	\$6,800
Project expenditure	Computing equipment	\$5,150
Project expenditure	Contractors	\$38,200
Project expenditure	Other eligible expenditure	\$3,500
Project expenditure	Recruitment expenses	\$0
Project expenditure	Salary (Including Salary on Costs)	\$185,261
Project expenditure	Training events and workshops	\$68,100
Project expenditure	Travel	\$36,500
All financial years total		\$343,511

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

G3 Record keeping

G3.1 The Grantee agrees to:

- (a) maintain records that identify the receipt and expenditure of the Grant and any Other Contributions separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported.

G3.2 The Grantee agrees to maintain the records for five years after the Activity Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4 Audit and acquittal

G4.1 The Grantee may be required to provide the Commonwealth with an independent audit report verifying that the Grant was spent in accordance with this Agreement.

G4.2 Independently audited financial acquittal reports must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
- (b) a Certified Practising Accountant; or
- (c) a member of the Institute of Public Accountants; or
- (d) a member of Chartered Accountants Australia and New Zealand

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

G5 Activity Material

Not applicable

G6 Access

- G6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.
- G6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause G6.1.
- G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G7 Equipment and Assets

- G7.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for more than \$5,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:
 - (a) Not applicable
- G7.2 The Grantee agrees to maintain a register of all Assets with a value of \$5,000 (including GST) or more at the time of the Asset's purchase, lease, creating or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item number	Description	Total cost (including GST)
<i>Reference</i>	<i>Description of the equipment or asset</i>	<i>Total cost of the equipment or asset</i>

- G7.3 The Grantee agrees to use the equipment and assets for the purposes of the Activity.
- G7.4 The Grantee must ensure that it owns any equipment and Assets purchased with the Grant for the purposes of the Activity
- G7.5 The Grantee agrees that the proceeds of any equipment and assets purchased with the Grant disposed of during the Activity, must be treated as part of the Grant and used for the purposes of the Activity.

G8 Relevant qualifications or skills

Not applicable

G8A Child safety

G8A.1 If the Activity or any part of the Activity involves the Grantee employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Activity, the Grantee agrees:

- (a) to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described; and
- (b) if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with clause G8A in such form as may be specified by the Commonwealth.

G9 Activity specific legislation, policies and industry standards

G9.1 Without limiting the generality of Item G11 below, the Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) The *Work Health and Safety Act 2011 (Cth)*, any corresponding regulations made under that Act and any relevant Code of Practice approved for the purpose of that Act ('WHS Laws').

Note: The Grantee must ensure the Activity is undertaken in a safe manner. The Grantee must not, and must ensure its Personnel do not, by act or omission place the Commonwealth in breach of its obligations under the WHS Laws or any other relevant State or Territory legislation

G9A Fraud

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

G10 Commonwealth Material, facilities and assistance

Not applicable

G11 Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

G12 Grantee trustee of a Trust (if applicable)

G12.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G12.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust
- (c) it has entered into this Agreement for the proper administration of the Trust;
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it;
and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

Signatures

Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science, Energy and Resources.

Name	s 22(1)
Position	State Manager, Tasmania
Date	03 May 2022

Grantee

Full legal name of the Grantee	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY ABN: 49781030034
Name of Authorised Representative	s 22(1)
Date	03 May 2022

Schedule 1 Commonwealth General Grant Conditions

1. Undertaking the Activity

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

2. Acknowledgements

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

3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Agreement.

10. Repayment

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

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

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

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

17. Dispute resolution

17.1 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.

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

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

18. 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.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any

Existing Material that is incorporated in or supplied with the Activity Material.

- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant, excluding Activity Material and Intellectual Property Rights.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Schedule 2 Reporting requirements

Appendix 1

National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women - progress report requirements

You will need to provide the following information in your progress reports. 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.

Project progress

- 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.
- c. Is the overall project proceeding in line with your grant agreement?
If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.
- d. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

Project outcomes

- a. Outline the project outcomes achieved to date (e.g. improved delivery of career guidance programs, activities and services, increased awareness of available careers information).
- b. Who has been affected by the outcomes achieved to date? (please specify whether you are supporting: jobseekers and students; career advisors; career influencers, parents and peers; or employers).
- c. What successes and challenges has the project encountered over the reporting period?

- d. Has the scope and implementation of the project been adapted in response?
- e. Has the composition and nature of the partnership delivering the project changed over the reporting period? If so, please provide further details and context.

Project expenditure

Provide the following information about your eligible project expenditure. 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.

- a. What is the eligible expenditure you have incurred in this reporting period?
- b. What is the estimated eligible expenditure for the next reporting period?
- c. What is the estimated eligible expenditure for remaining reporting periods in current financial year (if applicable)?
- d. What is the estimated total eligible expenditure for future financial years?
- e. What is the estimated total eligible expenditure for the project?
- f. Briefly explain the reason for any changes between the forecast and actual expenditure for the current reporting period, and any significant changes to the forecast budget for the remainder of the project.
- g. Is the project expenditure broadly in line with the activity budget in the grant agreement? If no, explain the reasons.

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 project partners or others.

Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress.
- b. 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 activities identified in this report are for the purposes stated in the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.

- 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

National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women - 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.

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.
- c. Describe the nature, extent and purpose of any partnerships formed during the reporting period.
- d. Describe all participants in your project (this can include people seeking employment, students, parent groups, etc.). Where possible, provide specific details and data.
- e. Were the project activities completed as specified in the grant agreement? If not, what were the reasons for this?

Project outcomes

- a. Outline the project outcomes achieved by the project end date.
- i. To what extent has your project increased innovation in the delivery of career guidance programs, activities and services?

Include the following:

- type of innovation
- issue or gap addressed
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- ii. To what extent has your project improved the quality of career guidance provided through partnership initiatives?

Include the following:

- type of improvement
- issue or gap in career guidance programs, activities and services addressed
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- iii. To what extent has your project contributed to increased exposure and awareness of available career information, advice and support?

Include the following:

- type of awareness activity
- issue or gap in exposure or awareness
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- iv. To what extent has your project contributed to increased access, understanding and utilisation of career guidance programs, activities and services from partnership initiatives?

Include the following:

- type of activity
- issue or gap use of career guidance programs, activities and services
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- b. Do the achieved project outcomes align with those specified in the grant agreement?

If no, explain why.

- c. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?

If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

- d. Do you expect that participants in your project be able to continue benefiting from your project after the funding has ceased? Why or why not?

- e. Were there any unexpected or unintended outcomes of your project – positive or negative?

- f. What lessons did your organisation learn while undertaking this project and how might they be applied to other projects in the future?

Project benefits

- a. What benefits has the project achieved?

- b. What ongoing impact will the project have?
- c. Did the project result in any unexpected benefits?
If yes, explain why.
- d. Did the project result in any unexpected negative impacts?
If yes, explain why.
- e. 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 project partners or others.

Updated business indicators

- a. Provide the following financial data for your organisation for your latest complete financial year

These fields are mandatory and entering \$0 is acceptable if applicable.
 - Financial year completed
 - Sales revenue (turnover)
 - Export revenue
 - R&D expenditure
 - Taxable income
 - Number of employees including working proprietors and salaried directors (headcount)
 - Number of independent contractors (headcount)

Attachments

- a. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.
- b. 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 3

National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women - Compliance with working with children obligations

Where applicable, you will need to answer the following questions in your 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.

Appendix 4

Independent audit report

Background

These templates assist Grantees (and their auditors) to understand the audit requirements under a Commonwealth grant agreement administered by the Department of Industry, Science, Energy and Resources. For further information contact us on 13 28 46 or at business.gov.au.

When an independent audit report is required under our grant agreements the Grantee must provide us with:

- a statement of grant income and expenditure against the expenditure categories under the grant agreement (attachment A)
- an independent audit report on the statement of grant income and expenditure (attachment B)
- certification of certain matters by the auditor (attachment C).

You can find additional information on the grant opportunity relevant to your grant at business.gov.au or by calling us on 13 28 46.

Eligible expenditure

Advice on eligible expenditure for projects under the grant opportunity can be found in grant opportunity guidelines. These guidelines are revised from time to time and therefore more than one version of the document may exist. The relevant guidelines are those that were effective at the time the Grantee's application was accepted.

It is essential that Grantees and their auditors understand the eligible expenditure requirements because these determine whether, and the extent to which, certain costs are reportable and claimable.

The amount of grant funding we approve is based on the Grantee's estimated eligible expenditure, as provided in their application. However, the grant funding any Grantee is ultimately entitled to receive is determined against actual eligible expenditure incurred and paid for on the project. The grant amount specified in the grant agreement is the **maximum** amount the Grantee may be paid.

The expenditure reported in the 'statement of grant income and expenditure' at attachment A must represent actual 'eligible expenditure' paid on the project during that period.

Attachment A – Statement of grant income and expenditure

Grant opportunity name	[grant opportunity name]
Project number	[project number]
Grantee	[organisation]
Project title	[project title]
Reporting period start date	[project start date or other reporting period start date]
Reporting period end date	[project end date or other reporting period end date]

This statement of grant income and expenditure must be prepared by the Grantee and contain the following:

- Statement of funds, Grantee contributions and other financial assistance*
- Statement of eligible expenditure*
- Notes to the statement of eligible expenditure, explaining the basis of compilation
- Certification by directors of the Grantee

*We will compare this information to that detailed in the grant agreement.

1. Statement of funds, Grantee contributions and other financial assistance

Complete the following table for all cash [and in-kind] contributions for your project for the period in question, including

- the grant
- other government funding
- your own contributions
- partner or other third party contributions
- any additional private sector funding.

Insert rows as required.

Contributor	Cash amount (GST excl)	[Estimated in-kind amount (GST excl)]	Total (GST excl)
Grant	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Grantee	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Total	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]

2. Statement of eligible expenditure

You must provide detail of the eligible expenditure that has been incurred and paid for during the reporting period in the 'Statement of eligible expenditure' spreadsheet.

Comment on any variance between the expenditure items and amounts detailed in the grant agreement and the actual items and amounts detailed in the attached statement of eligible expenditure.

[enter details]

3. Note to the statement of eligible expenditure

3.1 Eligible expenditure

The eligible expenditure as reported in the statement of eligible expenditure is in accordance with the grant opportunity guidelines.

3.2 Basis of compilation

This statement of eligible expenditure has been prepared to meet the requirements of the grant agreement between [enter Grantee name] and the Commonwealth represented by the Department of Industry, Science, Energy and Resources and Science. Significant accounting policies applied in the compilation of the statement of grant income and expenditure include the following:

[enter details]

4. Certification by directors [if not director, replace with appropriate equivalent]

[Grantee name]

[Project number]

For the period [dd/ mm/yyyy] to [dd/ mm/yyyy]

We confirm that, to the best of our knowledge and believe, having made such enquiries as we considered necessary for the purpose of appropriately informing ourselves:

Statement of grant income and expenditure

- a. We have fulfilled our responsibilities for the preparation of the statement of grant income and expenditure in accordance with the cash basis of accounting and the terms of the grant agreement with the Commonwealth, represented by the Department of Industry, Science, Energy and Resources dated [enter date]; in particular, the statement of grant income and expenditure presents fairly in accordance therewith.
- b. All events subsequent to the date of the statement of grant income and expenditure which require adjustment or disclosure so as to present fairly the statement of grant income and expenditure, have been adjusted or disclosed.
- c. [Where applicable] The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the statement of grant income and expenditure as a whole. A list of the uncorrected misstatements is attached to this representation letter.
- d. That all Grantee contributions and other financial assistance were spent for the purpose of the project and in accordance with the grant agreement and that the Grantee has complied with the grant agreement and relevant accounting policies.
- e. That salaries and allowances paid to persons involved in the project are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

5. For Auditor use only

I certify that this statement of grant income and expenditure is the one used to prepare my independent audit report dated [enter date] for the Department of Industry, Science, Energy and Resources.

Signature

Name [enter name]

Position [enter position]

Auditor's employer [enter employer name]

Date [dd/mm/yyyy]

Attachment B - Independent audit report

Background for auditors

The purpose of the independent audit report is to provide us with an auditor's opinion on the Grantee's statement of grant income and expenditure. The statement of grant income and expenditure is prepared by the Grantee to correspond with the expenditure reported to the department by the Grantee for the same period, in the process of claiming grant payments.

The independent audit report must be prepared by a person who is an approved auditor.

An approved auditor is a person who is:

- a. registered as a company auditor under the *Corporations Act 2001* or an appropriately qualified member of Chartered Accountants Australia and New Zealand, or of CPA Australia or the Institute of Public Accountants; and
- b. not a principal, member, shareholder, officer, agent, subcontractor or employee of the Grantee or of a related body corporate or a Connected Entity.

The audit should be undertaken and reported in accordance with Australian Auditing Standards.

The independent audit report must follow the required format and include any qualification regarding the matters on which the auditor provides an opinion. We may follow up any qualifications with the Grantee or auditor. The independent audit report must be submitted on the auditor's letterhead.

Auditors must comply with the professional requirements of Chartered Accountants Australia and New Zealand, CPA Australia and the Institute of Public Accountants in the conduct of their audit.

If the auditor forms an opinion that the statement of grant income and expenditure does not give a true and fair view of the eligible expenditure for the period, the independent audit report should be qualified and the error quantified in the qualification section of the independent audit report.

The required independent audit report format follows.

Auditor's report

Independent audit report in relation to [Grantee name]'s statement of grant income and expenditure to the Commonwealth, represented by the Department of Industry, Science, Energy and Resources (the department).

We have audited:

- a. the accompanying statement of grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy], a summary of significant accounting policies and other explanatory information, and management's attestation statement thereon (together "the financial statement"). The financial statement has been prepared by management using the cash basis of accounting described in note 3.2 to the financial statement; and
- b. [Grantee name]'s compliance with the terms of the grant agreement between [Grantee name] and the Commonwealth dated [date of agreement] for the period [dd/mm/yyyy] to [dd/mm/yyyy] (the grant agreement).

We have:

- a. reviewed [Grantee name]'s statement of labour costs in support of its claim of eligible expenditure; and
- b. performed limited assurance procedures on [Grantee name]'s statement of employee numbers under the grant agreement].

Management's responsibility

Management is responsible for:

- a. the preparation and fair presentation of the financial statement in accordance with the basis of accounting described in note 3.2, this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in accordance with the grant agreement;
- b. compliance with the terms of the grant agreement;
- c. the preparation of the statement of employee numbers and labour costs in support of eligible expenditure; and
- d. such internal control as management determines is necessary to:
 - i enable the preparation of the financial statement and the statement of [employee numbers and]labour costs that are free from material misstatement, whether due to fraud or error; and
 - ii enable compliance with the terms of the grant agreement.

Auditor's responsibility

Our responsibilities are:

- a. To express an opinion, based on our audit, on:
 - i the financial statement; and
 - ii [Grantee name]'s compliance, in all material respects, with the terms of the grant agreement; and

- b. To conclude based on:
 - i our review procedures, on the statement of labour costs; and
 - ii our limited assurance procedures on the statement of employee numbers.

We conducted our audit of the financial statement in accordance with Australian Auditing Standards; our audit of compliance with the grant agreement in accordance with ASAE 3100, our review of the statement of labour costs in accordance with ASRE 2405; and our limited assurance procedures on employee numbers in accordance with ASAE 3000]. The applicable Standards require that we comply with relevant ethical requirements and plan and perform our work to:

- a. obtain reasonable assurance about whether the financial statement is free from material misstatement and that [Grantee name] has complied, in all material respects, with the terms of the grant agreement; and
- b. obtain limited assurance as to whether anything has come to our attention that causes us to believe that the statements of employee numbers and labour costs are materially misstated.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement and about the Grantee's compliance with the grant agreement. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Grantee's preparation and fair presentation of the financial statement, and to the Grantee's compliance with the grant agreement, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Grantee's internal control. An audit also includes evaluating the appropriateness of accounting policies used by management, as well as evaluating the overall presentation of the financial statement.

A review consists of making enquiries and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Auditing Standards and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion on the statement of labour costs.

A limited assurance engagement undertaken in respect of the statement of employee numbers, in accordance with ASAE 3000 involves [level of detail about procedures to be determined by the auditor]. The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement; and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion, review and limited assurance conclusions.

Opinion

In our opinion:

- a. the financial statement presents fairly, in all material respects, the grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy] in accordance with the cash basis of accounting described in note 3.2 and the terms of the grant agreement, dated [date of agreement], with the Commonwealth; and

- b. [Grantee name] has complied, in all material respects, with the requirements of the grant agreement between the organisation and the Commonwealth dated [date of agreement], for the period [dd/mm/yyyy] to [dd/mm/yyyy].

Basis of Accounting and Restriction on Distribution

Without modifying our opinion, we draw attention to note 3.2 to the financial statement, which describes the basis of accounting. The financial statement is prepared to provide information to the department in accordance with the grant agreement, dated [date of agreement]. As a result, the financial statement may not be suitable for another purpose.

Use of Report

This report has been prepared for [Grantee name] and the department in accordance with the requirements of the grant agreement between [Grantee name] and the Commonwealth, dated [date of agreement]. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than [Grantee name] and the department, or for any purpose other than that for which it was prepared.

Conclusions

Based on:

- a. Our review, which is not an audit, nothing has come to our attention that causes us to believe that the statement of labour costs in the period [dd/mm/yyyy] to [dd/mm/yyyy] is not, in all material respects, fairly presented in accordance with the grant agreement dated [date of agreement] with the Commonwealth; and
- b. The procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that the statement of employee numbers as at [dd/mm/yyyy] is not prepared, in all material respects, in accordance with the grant agreement dated [date of agreement] with the Commonwealth].

Auditor's signature

Name [enter name]

Auditor's employer [enter employer name]

Employer's address [enter address]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]

Attachment C - Certification of certain matters by the auditor

The department also requires a certification of certain matters by the auditor in addition to the independent audit report. This should be submitted with the statement of grant income and expenditure and independent audit report.

The auditor who signs this certification must also initial and date a copy of the Grantee's statement of eligible expenditure. The department will not accept an independent audit report that lacks this attachment.

The required format of certification is on the following page.

[print on auditor letterhead]

[addressee]

Department of Industry, Science, Energy and Resources
GPO Box 2013
Canberra ACT 2601

I understand that the Commonwealth, represented by the Department of Industry, Science, Energy and Resources and [Grantee name] have entered into a grant agreement for the provision of financial assistance under the [grant opportunity name] to the Grantee for the project. A condition of funding under the grant agreement is that the Grantee provides a statement of grant income and expenditure certifying that expenditure on approved project items has been incurred within the relevant audit period and paid in accordance with the grant opportunity guidelines, and is supportable by appropriate documentation.

In fulfilment of the condition, I hereby certify that:

- a. I am a member of Chartered Accountants Australia and New Zealand/ CPA Australia/ the Institute of Public Accountants (as a Public Practice Certified Member).
- b. I have prepared the independent audit report on [Grantee name]'s, statement of grant income and expenditure in accordance with the details of the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy].
- c. I have reviewed the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy], and related grant opportunity guidelines and understand the requirements pertaining to financial reporting and eligible expenditure contained therein.
- d. I have signed the attached copy of [Grantee name]'s statement of eligible expenditure that I used to prepare the independent audit report.
- e. I have complied with the professional independence requirements of Chartered Accountants Australia and New Zealand/ CPA Australia/the Institute of Public Accountants. I specifically certify that I:
 - i am not, and have not been, a director, office holder, or employee of [Grantee name] or related body corporate of [Grantee name]
 - ii have not been previously engaged by [Grantee name] for the purpose of preparing their [grant opportunity name] application or any report required under the grant agreement
 - iii have no financial interest in [Grantee name].

Signature

Name [enter name]
 Qualifications [enter qualification]
 Position [enter position]
 Date [dd/mm/yyyy]



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

Commonwealth Simple Grant Agreement

between the Commonwealth represented by

Department of Industry, Science, Energy and Resources

and

THE UNIVERSITY OF NEWCASTLE

Contents

Grant Agreement COPW000093.....	3
Parties to this Agreement.....	3
Background	3
Scope of this Agreement.....	4
Grant Details COPW000093	5
A. Purpose of the Grant	5
B. Activity	5
C. Duration of the Grant.....	6
D. Payment of the Grant	7
E. Reporting	8
F. Party representatives and address for notices	9
G. Supplementary Terms	9
Signatures	15
Commonwealth.....	15
Grantee.....	15
Schedule 1 Commonwealth General Grant Conditions	16
Schedule 2 Reporting requirements.....	18

Grant Agreement COPW000093

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

Parties to this Agreement

The Grantee

Full legal name of Grantee	THE UNIVERSITY OF NEWCASTLE
Legal entity type (e.g. individual, incorporated association, company, partnership, etc)	Other Incorporated Entity
Trading or business name	The University of Newcastle
Any relevant licence, registration or provider number	Not applicable
Australian Business Number (ABN) or other entity identifiers	15736576735
Australian Company Number (ACN)	Not applicable
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	15/07/2000
Registered office address	University Drive Building SE, Room 03 CALLAGNAN NSW 2308 Australia
Relevant business place	University of Newcastle 130 University Dr CALLAGHAN NSW 2308 Australia

The Commonwealth

The Commonwealth of Australia represented by the
Department of Industry, Science, Energy and Resources
of 10 Binara Street CANBERRA ACT 2600
ABN 74 599 608 295

The Department of Industry, Science, Energy and Resources will manage the Agreement on behalf of the Department of Education, Skills and Employment.

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the 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 (if any);
- (c) the Commonwealth General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

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 the 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 COPW000093

A. Purpose of the Grant

The Grant is being provided as part of the National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women grant opportunity.

The objectives for round 3 of the program are to:

- create greater awareness of career pathways and career information for women with a focus on women returning to work from a career break, women in non-traditional industries and occupations, or industries where women are under-represented (including at senior levels)
- contribute to an evidence base for addressing the needs of women undertaking training and apprenticeships
- enhance partnerships between industry, employers, schools and tertiary providers that support women through traditional and non-traditional career pathways.

The intended outcomes of the program are:

- enhanced career pathways that help women of working age to reach their full career potential
- increased understanding by women of skills and attributes sought by employers including in new and emerging industries
- stronger local collaboration in the delivery of career guidance to women of working age
- improved quality of locally based career guidance to women of working age.

B. Activity

The Activity is made up of the Grantee's project and all eligible project activities as specified in these Grant Details.

Project title

Career Pathways for Women in Building Surveying & Quantity Surveying

Project scope and description

The project is to be led by the University of Newcastle (UoN) in partnership with two national professional bodies; the Australian Institute of Building Surveyors (AIBS) and the Australian Institute of Quantity Surveyors (AIQS). The project involves working in collaboration with the two professional bodies to support access to careers in their professions for women who are currently an under-represented group. Support will be provided in the form of a career information tool kit designed to be distributed to young women in high schools and first and second year students in the UoN Bachelor of Construction Management (Building) (Honours) (BCM) degree. Scholarships, mentoring and memberships will also be provided to encourage and support the entry and progression of women in these professions. The project is intended to be a pilot program that could be rolled out on a wider scale.

Project outcomes

The project will involve four key stages focusing around the two professions (Building Surveying and Quantity Surveying) where women are significantly under-represented, yet they afford flexible careers, leadership opportunities and with practitioners in high demand.

Stage 1 Benchmarking analysis

Benchmarking will be undertaken with key stakeholders nationally to help identify enablers and

barriers to the entry of women into the two professions

Stage 2: Career Information Toolkit development & dissemination

A Career Information Toolkit will be developed for young women in high schools nationally and first and second year students in the UoN Bachelor of Construction Management (Building) (Honours) (BCM) degree to increase awareness of the building surveying and quantity surveying professions.

Stage 3: Scholarships, mentoring & memberships

20 x \$2,500 scholarships will be offered to female students studying in their first or second year of the UoN BCM degree and industry mentors will be provided along with Professional Association membership for the participants so they can gain a full understanding of the professions and what they have to offer.

Stage 4: Project Evaluation

The final stage of the project will involve interviews with scholarship recipients and mentors to evaluate the program and identify potential changes that could refine activities ready for a broader scale rollout.

Special Conditions - conditions of grant funding:

1. It is expected that, as part of the evaluation of your project, you will be available to respond to surveys and participate in interviews during and at the conclusion of the project period.
2. It is expected that you will assist in the development of case studies highlighting the achievements and outcomes of your project. You will be expected to endorse any case studies and approve their publication and use on Australian Government and Australian Government Ministers websites, social media or other public platforms. Case studies may be developed during and at the conclusion of the project period.
3. As applicable, you must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: <https://www.w3.org/WAI/intro/wcag>.
4. To the extent they are applicable to your performance of this agreement, you must perform all obligations under this contract in a manner that is consistent with the Protective Security Policy Framework and the Commonwealth Information Security Manual.

In undertaking the Activity, the Grantee must comply with the requirements of the grant opportunity guidelines (as in force at the time of application).

The Grantee must notify the Commonwealth about events relating to the project and provide an opportunity for the Minister or their representative to attend.

C. Duration of the Grant

The Activity starts on 03 May 2022 and ends on 02 May 2023, which is the **Activity Completion Date**.

The Agreement ends on 09 October 2023 which is the **Agreement End Date**.

Activity Schedule

In undertaking the Activity, the Grantee will meet the following milestones by the due dates.

Milestone number	Milestone name and description	Due date
001	<p>Project Administration The project initiation phase</p> <p>Activity 1 - Obtain Australian Federal Policy and Working with Children Checks Activity 2 - Employ Project Assistant Activity 3 - Prepare Scholarship documentation for UoN female students Activity 4 - Obtain UoN Human Research Ethics Committee approval to conduct the project (e.g., interviews, focus groups)</p>	29/07/2022
002	<p>Stage 1 - Benchmarking Analysis Activity 5 -Interviews Activity 6 - Focus Groups Activity 7 - Survey Activity 8 - Benchmarking Report</p>	16/09/2022
003	<p>Stage 2 - Career Information Toolkit Development & Dissemination Activity 9 - Toolkit Development Activity 10 - School Visits</p>	27/01/2023
004	<p>Stage 3 - Scholarships, mentoring & memberships Activity 11 - Workshop Activity 12 - Allocation of Scholarships</p>	02/05/2023
005	<p>Stage 4 - Project Evaluation Activity 13 – Evaluation Activity 14 – Report</p>	02/05/2023

D. Payment of the Grant

The total amount of the Grant is \$149,162 (plus GST if applicable).

The Grant will be provided at up to 65.62 per cent of eligible expenditure as defined in the grant opportunity guidelines.

The Grant will be paid over the following financial years subject to sufficient Program funding being available. The Commonwealth is not obliged to make a payment if it would result in the amount paid in a financial year exceeding the annual capped amount for that financial year as specified in this table.

Financial year	Annual capped amount (GST excl)
2021/22	\$74,581

2022/23	\$74,581
Total	\$149,162

The Grant will be paid according to the following schedule. Payments are subject to satisfactory progress on the project and compliance by the Grantee with its obligations under this Agreement.

Payment event	Payment amount (GST excl)	Anticipated payment date
Initial payment	\$74,581	06/05/2022
Progress payment	\$59,665	08/12/2022
Final payment	\$14,916	08/06/2023
Total	\$149,162	

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.

The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

The Grantee acknowledges that where it is registered for Goods and Services Tax (GST) it will notify the Commonwealth if it subsequently ceases to be registered for GST.

GST means a tax that is payable under GST law as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the reporting requirements (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress report	03/05/2022	02/11/2022	Project Report - Photographs and/or marketing material in support of project progress	01/12/2022
Compliance with working with children obligations	03/05/2022	02/05/2023		02/05/2023
End of project report	03/05/2022	02/05/2023	Evidence of Successful Project Completion	01/06/2023

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s 22(1)
Position	
Address	University of Newcastle 130 University Dr CALLAGHAN NSW 2308
Business hours telephone	s 22(1)
Mobile	
Email	research-grants@newcastle.edu.au

Commonwealth representative and address

Name of representative	s 22(1)
Position	
Postal address	GPO Box 2013 CANBERRA ACT 2601
Physical address	10 Binara Street CANBERRA ACT 2600
Business hours telephone	s 22(1)
Email	national.careers.Institute@industry.gov.au

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.

G. Supplementary Terms

G1 Other Contributions

G1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the following table:

Contribution	Contribution type	Amount	Timing
University of Newcastle			
	Cash	\$2500	30/06/2022
	In-Kind	\$66048	3/05/2022
AIBS			
	In-Kind	\$4800	2/01/2023

AIQS			
	In-Kind	\$4800	2/01/2023
Total		\$78,148	

G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 18 of the Commonwealth General Grant Conditions.

G2 Activity Budget

G2.1 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistent with the following budget:

Financial year 2021/22

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Communication and promotion	\$6,355
Project expenditure	Computing equipment	\$0
Project expenditure	Contractors	\$0
Project expenditure	Other eligible expenditure	\$1,280
Project expenditure	Recruitment expenses	\$0
Project expenditure	Salary (Including Salary on Costs)	\$28,723
Project expenditure	Training events and workshops	\$2,020
Project expenditure	Travel	\$0
Financial year total		\$38,378

Financial year 2022/23

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Communication and promotion	\$57,195
Project expenditure	Computing equipment	\$0
Project expenditure	Contractors	\$0
Project expenditure	Other eligible expenditure	\$53,900
Project expenditure	Recruitment expenses	\$0
Project expenditure	Salary (Including Salary on Costs)	\$55,757
Project expenditure	Training events and workshops	\$8,080

Project expenditure	Travel	\$14,000
Financial year total		\$188,932

All financial years

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Communication and promotion	\$63,550
Project expenditure	Computing equipment	\$0
Project expenditure	Contractors	\$0
Project expenditure	Other eligible expenditure	\$55,180
Project expenditure	Recruitment expenses	\$0
Project expenditure	Salary (Including Salary on Costs)	\$84,480
Project expenditure	Training events and workshops	\$10,100
Project expenditure	Travel	\$14,000
All financial years total		\$227,310

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

G3 Record keeping

G3.1 The Grantee agrees to:

- (a) maintain records that identify the receipt and expenditure of the Grant and any Other Contributions separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported.

G3.2 The Grantee agrees to maintain the records for five years after the Activity Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4 Audit and acquittal

G4.1 The Grantee may be required to provide the Commonwealth with an independent audit report verifying that the Grant was spent in accordance with this Agreement.

G4.2 Independently audited financial acquittal reports must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
- (b) a Certified Practising Accountant; or
- (c) a member of the Institute of Public Accountants; or
- (d) a member of Chartered Accountants Australia and New Zealand

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

G5 Activity Material

Not applicable

G6 Access

G6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause G6.1.

G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G7 Equipment and Assets

G7.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for more than \$5,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

(a) Not applicable

G7.2 The Grantee agrees to maintain a register of all Assets with a value of \$5,000 (including GST) or more at the time of the Asset's purchase, lease, creating or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item number	Description	Total cost (including GST)
<i>Reference</i>	<i>Description of the equipment or asset</i>	<i>Total cost of the equipment or asset</i>

G7.3 The Grantee agrees to use the equipment and assets for the purposes of the Activity.

G7.4 The Grantee must ensure that it owns any equipment and Assets purchased with the Grant for the purposes of the Activity

G7.5 The Grantee agrees that the proceeds of any equipment and assets purchased with the Grant disposed of during the Activity, must be treated as part of the Grant and used for the purposes of the Activity.

G8 Relevant qualifications or skills

Not applicable

G8A Child safety

G8A.1 If the Activity or any part of the Activity involves the Grantee employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Activity, the Grantee agrees:

- (a) to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described; and
- (b) if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with clause G8A in such form as may be specified by the Commonwealth.

G9 Activity specific legislation, policies and industry standards

G9.1 Without limiting the generality of Item G11 below, the Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) The *Work Health and Safety Act 2011 (Cth)*, any corresponding regulations made under that Act and any relevant Code of Practice approved for the purpose of that Act ('WHS Laws').

Note: The Grantee must ensure the Activity is undertaken in a safe manner. The Grantee must not, and must ensure its Personnel do not, by act or omission place the Commonwealth in breach of its obligations under the WHS Laws or any other relevant State or Territory legislation

G9A Fraud

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

G10 Commonwealth Material, facilities and assistance

Not applicable

G11 Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

G12 Grantee trustee of a Trust (if applicable)

G12.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G12.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust
- (c) it has entered into this Agreement for the proper administration of the Trust;
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

Signatures

Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science, Energy and Resources.

Name	s 22(1)
Position	State Manager, Tasmania
Date	12 May 2022

Grantee

Full legal name of the Grantee	THE UNIVERSITY OF NEWCASTLE ABN: 15736576735
Name of Authorised Representative	s 22(1)
Date	12 May 2022

Schedule 1 Commonwealth General Grant Conditions

1. Undertaking the Activity

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

2. Acknowledgements

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

3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Agreement.

10. Repayment

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

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

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

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

17. Dispute resolution

17.1 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.

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

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

18. 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.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any

Existing Material that is incorporated in or supplied with the Activity Material.

▪ **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.

▪ **Agreement End Date** means the date or event specified in the Grant Details.

▪ **Asset** means any item of property purchased wholly, or in part, with the use of the Grant, excluding Activity Material and Intellectual Property Rights.

▪ **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.

▪ **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.

▪ **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

▪ **Commonwealth General Grant Conditions** means this document.

▪ **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.

▪ **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.

▪ **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.

▪ **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

▪ **Grant Details** means the document titled Grant Details that forms part of this Agreement.

▪ **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).

▪ **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

▪ **Party** means the Grantee or the Commonwealth.

▪ **Personal Information** has the same meaning as in the *Privacy Act 1988*.

▪ **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Schedule 2 Reporting requirements

Appendix 1

National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women - progress report requirements

You will need to provide the following information in your progress reports. 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.

Project progress

- 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.
- c. Is the overall project proceeding in line with your grant agreement?
If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.
- d. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

Project outcomes

- a. Outline the project outcomes achieved to date (e.g. improved delivery of career guidance programs, activities and services, increased awareness of available careers information).
- b. Who has been affected by the outcomes achieved to date? (please specify whether you are supporting: jobseekers and students; career advisors; career influencers, parents and peers; or employers).
- c. What successes and challenges has the project encountered over the reporting period?

- d. Has the scope and implementation of the project been adapted in response?
- e. Has the composition and nature of the partnership delivering the project changed over the reporting period? If so, please provide further details and context.

Project expenditure

Provide the following information about your eligible project expenditure. 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.

- a. What is the eligible expenditure you have incurred in this reporting period?
- b. What is the estimated eligible expenditure for the next reporting period?
- c. What is the estimated eligible expenditure for remaining reporting periods in current financial year (if applicable)?
- d. What is the estimated total eligible expenditure for future financial years?
- e. What is the estimated total eligible expenditure for the project?
- f. Briefly explain the reason for any changes between the forecast and actual expenditure for the current reporting period, and any significant changes to the forecast budget for the remainder of the project.
- g. Is the project expenditure broadly in line with the activity budget in the grant agreement? If no, explain the reasons.

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 project partners or others.

Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress.
- b. 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 activities identified in this report are for the purposes stated in the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.

- 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

National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women - 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.

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.
- c. Describe the nature, extent and purpose of any partnerships formed during the reporting period.
- d. Describe all participants in your project (this can include people seeking employment, students, parent groups, etc.). Where possible, provide specific details and data.
- e. Were the project activities completed as specified in the grant agreement? If not, what were the reasons for this?

Project outcomes

- a. Outline the project outcomes achieved by the project end date.
- i. To what extent has your project increased innovation in the delivery of career guidance programs, activities and services?

Include the following:

- type of innovation
- issue or gap addressed
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- ii. To what extent has your project improved the quality of career guidance provided through partnership initiatives?

Include the following:

- type of improvement
- issue or gap in career guidance programs, activities and services addressed
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- iii. To what extent has your project contributed to increased exposure and awareness of available career information, advice and support?

Include the following:

- type of awareness activity
- issue or gap in exposure or awareness
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- iv. To what extent has your project contributed to increased access, understanding and utilisation of career guidance programs, activities and services from partnership initiatives?

Include the following:

- type of activity
- issue or gap use of career guidance programs, activities and services
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- b. Do the achieved project outcomes align with those specified in the grant agreement?

If no, explain why.

- c. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?

If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

- d. Do you expect that participants in your project be able to continue benefiting from your project after the funding has ceased? Why or why not?
- e. Were there any unexpected or unintended outcomes of your project – positive or negative?
- f. What lessons did your organisation learn while undertaking this project and how might they be applied to other projects in the future?

Project benefits

- a. What benefits has the project achieved?

- b. What ongoing impact will the project have?
- c. Did the project result in any unexpected benefits?
If yes, explain why.
- d. Did the project result in any unexpected negative impacts?
If yes, explain why.
- e. 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 project partners or others.

Updated business indicators

- a. Provide the following financial data for your organisation for your latest complete financial year

These fields are mandatory and entering \$0 is acceptable if applicable.
 - Financial year completed
 - Sales revenue (turnover)
 - Export revenue
 - R&D expenditure
 - Taxable income
 - Number of employees including working proprietors and salaried directors (headcount)
 - Number of independent contractors (headcount)

Attachments

- a. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.
- b. 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 3

National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women - Compliance with working with children obligations

Where applicable, you will need to answer the following questions in your 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.

Appendix 4

Independent audit report

Background

These templates assist Grantees (and their auditors) to understand the audit requirements under a Commonwealth grant agreement administered by the Department of Industry, Science, Energy and Resources. For further information contact us on 13 28 46 or at business.gov.au.

When an independent audit report is required under our grant agreements the Grantee must provide us with:

- a statement of grant income and expenditure against the expenditure categories under the grant agreement (attachment A)
- an independent audit report on the statement of grant income and expenditure (attachment B)
- certification of certain matters by the auditor (attachment C).

You can find additional information on the grant opportunity relevant to your grant at business.gov.au or by calling us on 13 28 46.

Eligible expenditure

Advice on eligible expenditure for projects under the grant opportunity can be found in grant opportunity guidelines. These guidelines are revised from time to time and therefore more than one version of the document may exist. The relevant guidelines are those that were effective at the time the Grantee's application was accepted.

It is essential that Grantees and their auditors understand the eligible expenditure requirements because these determine whether, and the extent to which, certain costs are reportable and claimable.

The amount of grant funding we approve is based on the Grantee's estimated eligible expenditure, as provided in their application. However, the grant funding any Grantee is ultimately entitled to receive is determined against actual eligible expenditure incurred and paid for on the project. The grant amount specified in the grant agreement is the **maximum** amount the Grantee may be paid.

The expenditure reported in the 'statement of grant income and expenditure' at attachment A must represent actual 'eligible expenditure' paid on the project during that period.

Attachment A – Statement of grant income and expenditure

Grant opportunity name	[grant opportunity name]
Project number	[project number]
Grantee	[organisation]
Project title	[project title]
Reporting period start date	[project start date or other reporting period start date]
Reporting period end date	[project end date or other reporting period end date]

This statement of grant income and expenditure must be prepared by the Grantee and contain the following:

- Statement of funds, Grantee contributions and other financial assistance*
- Statement of eligible expenditure*
- Notes to the statement of eligible expenditure, explaining the basis of compilation
- Certification by directors of the Grantee

*We will compare this information to that detailed in the grant agreement.

1. Statement of funds, Grantee contributions and other financial assistance

Complete the following table for all cash [and in-kind] contributions for your project for the period in question, including

- the grant
- other government funding
- your own contributions
- partner or other third party contributions
- any additional private sector funding.

Insert rows as required.

Contributor	Cash amount (GST excl)	[Estimated in-kind amount (GST excl)]	Total (GST excl)
Grant	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Grantee	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Total	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]

2. Statement of eligible expenditure

You must provide detail of the eligible expenditure that has been incurred and paid for during the reporting period in the 'Statement of eligible expenditure' spreadsheet.

Comment on any variance between the expenditure items and amounts detailed in the grant agreement and the actual items and amounts detailed in the attached statement of eligible expenditure.

[enter details]

3. Note to the statement of eligible expenditure

3.1 Eligible expenditure

The eligible expenditure as reported in the statement of eligible expenditure is in accordance with the grant opportunity guidelines.

3.2 Basis of compilation

This statement of eligible expenditure has been prepared to meet the requirements of the grant agreement between [enter Grantee name] and the Commonwealth represented by the Department of Industry, Science, Energy and Resources and Science. Significant accounting policies applied in the compilation of the statement of grant income and expenditure include the following:

[enter details]

4. Certification by directors [if not director, replace with appropriate equivalent]

[Grantee name]

[Project number]

For the period [dd/ mm/yyyy] to [dd/ mm/yyyy]

We confirm that, to the best of our knowledge and believe, having made such enquiries as we considered necessary for the purpose of appropriately informing ourselves:

Statement of grant income and expenditure

- a. We have fulfilled our responsibilities for the preparation of the statement of grant income and expenditure in accordance with the cash basis of accounting and the terms of the grant agreement with the Commonwealth, represented by the Department of Industry, Science, Energy and Resources dated [enter date]; in particular, the statement of grant income and expenditure presents fairly in accordance therewith.
- b. All events subsequent to the date of the statement of grant income and expenditure which require adjustment or disclosure so as to present fairly the statement of grant income and expenditure, have been adjusted or disclosed.
- c. [Where applicable] The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the statement of grant income and expenditure as a whole. A list of the uncorrected misstatements is attached to this representation letter.
- d. That all Grantee contributions and other financial assistance were spent for the purpose of the project and in accordance with the grant agreement and that the Grantee has complied with the grant agreement and relevant accounting policies.
- e. That salaries and allowances paid to persons involved in the project are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

5. For Auditor use only

I certify that this statement of grant income and expenditure is the one used to prepare my independent audit report dated [enter date] for the Department of Industry, Science, Energy and Resources.

Signature

Name [enter name]

Position [enter position]

Auditor's employer [enter employer name]

Date [dd/mm/yyyy]

Attachment B - Independent audit report

Background for auditors

The purpose of the independent audit report is to provide us with an auditor's opinion on the Grantee's statement of grant income and expenditure. The statement of grant income and expenditure is prepared by the Grantee to correspond with the expenditure reported to the department by the Grantee for the same period, in the process of claiming grant payments.

The independent audit report must be prepared by a person who is an approved auditor.

An approved auditor is a person who is:

- a. registered as a company auditor under the *Corporations Act 2001* or an appropriately qualified member of Chartered Accountants Australia and New Zealand, or of CPA Australia or the Institute of Public Accountants; and
- b. not a principal, member, shareholder, officer, agent, subcontractor or employee of the Grantee or of a related body corporate or a Connected Entity.

The audit should be undertaken and reported in accordance with Australian Auditing Standards.

The independent audit report must follow the required format and include any qualification regarding the matters on which the auditor provides an opinion. We may follow up any qualifications with the Grantee or auditor. The independent audit report must be submitted on the auditor's letterhead.

Auditors must comply with the professional requirements of Chartered Accountants Australia and New Zealand, CPA Australia and the Institute of Public Accountants in the conduct of their audit.

If the auditor forms an opinion that the statement of grant income and expenditure does not give a true and fair view of the eligible expenditure for the period, the independent audit report should be qualified and the error quantified in the qualification section of the independent audit report.

The required independent audit report format follows.

Auditor's report

Independent audit report in relation to [Grantee name]'s statement of grant income and expenditure to the Commonwealth, represented by the Department of Industry, Science, Energy and Resources (the department).

We have audited:

- a. the accompanying statement of grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy], a summary of significant accounting policies and other explanatory information, and management's attestation statement thereon (together "the financial statement"). The financial statement has been prepared by management using the cash basis of accounting described in note 3.2 to the financial statement; and
- b. [Grantee name]'s compliance with the terms of the grant agreement between [Grantee name] and the Commonwealth dated [date of agreement] for the period [dd/mm/yyyy] to [dd/mm/yyyy] (the grant agreement).

We have:

- a. reviewed [Grantee name]'s statement of labour costs in support of its claim of eligible expenditure; and
- b. performed limited assurance procedures on [Grantee name]'s statement of employee numbers under the grant agreement].

Management's responsibility

Management is responsible for:

- a. the preparation and fair presentation of the financial statement in accordance with the basis of accounting described in note 3.2, this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in accordance with the grant agreement;
- b. compliance with the terms of the grant agreement;
- c. the preparation of the statement of employee numbers and labour costs in support of eligible expenditure; and
- d. such internal control as management determines is necessary to:
 - i enable the preparation of the financial statement and the statement of [employee numbers and]labour costs that are free from material misstatement, whether due to fraud or error; and
 - ii enable compliance with the terms of the grant agreement.

Auditor's responsibility

Our responsibilities are:

- a. To express an opinion, based on our audit, on:
 - i the financial statement; and
 - ii [Grantee name]'s compliance, in all material respects, with the terms of the grant agreement; and

- b. To conclude based on:
 - i our review procedures, on the statement of labour costs; and
 - ii our limited assurance procedures on the statement of employee numbers.

We conducted our audit of the financial statement in accordance with Australian Auditing Standards; our audit of compliance with the grant agreement in accordance with ASAE 3100, our review of the statement of labour costs in accordance with ASRE 2405; and our limited assurance procedures on employee numbers in accordance with ASAE 3000]. The applicable Standards require that we comply with relevant ethical requirements and plan and perform our work to:

- a. obtain reasonable assurance about whether the financial statement is free from material misstatement and that [Grantee name] has complied, in all material respects, with the terms of the grant agreement; and
- b. obtain limited assurance as to whether anything has come to our attention that causes us to believe that the statements of employee numbers and labour costs are materially misstated.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement and about the Grantee's compliance with the grant agreement. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Grantee's preparation and fair presentation of the financial statement, and to the Grantee's compliance with the grant agreement, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Grantee's internal control. An audit also includes evaluating the appropriateness of accounting policies used by management, as well as evaluating the overall presentation of the financial statement.

A review consists of making enquiries and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Auditing Standards and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion on the statement of labour costs.

A limited assurance engagement undertaken in respect of the statement of employee numbers, in accordance with ASAE 3000 involves [level of detail about procedures to be determined by the auditor]. The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement; and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion, review and limited assurance conclusions.

Opinion

In our opinion:

- a. the financial statement presents fairly, in all material respects, the grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy] in accordance with the cash basis of accounting described in note 3.2 and the terms of the grant agreement, dated [date of agreement], with the Commonwealth; and

- b. [Grantee name] has complied, in all material respects, with the requirements of the grant agreement between the organisation and the Commonwealth dated [date of agreement], for the period [dd/mm/yyyy] to [dd/mm/yyyy].

Basis of Accounting and Restriction on Distribution

Without modifying our opinion, we draw attention to note 3.2 to the financial statement, which describes the basis of accounting. The financial statement is prepared to provide information to the department in accordance with the grant agreement, dated [date of agreement]. As a result, the financial statement may not be suitable for another purpose.

Use of Report

This report has been prepared for [Grantee name] and the department in accordance with the requirements of the grant agreement between [Grantee name] and the Commonwealth, dated [date of agreement]. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than [Grantee name] and the department, or for any purpose other than that for which it was prepared.

Conclusions

Based on:

- a. Our review, which is not an audit, nothing has come to our attention that causes us to believe that the statement of labour costs in the period [dd/mm/yyyy] to [dd/mm/yyyy] is not, in all material respects, fairly presented in accordance with the grant agreement dated [date of agreement] with the Commonwealth; and
- b. The procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that the statement of employee numbers as at [dd/mm/yyyy] is not prepared, in all material respects, in accordance with the grant agreement dated [date of agreement] with the Commonwealth].

Auditor's signature

Name [enter name]

Auditor's employer [enter employer name]

Employer's address [enter address]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]

Attachment C - Certification of certain matters by the auditor

The department also requires a certification of certain matters by the auditor in addition to the independent audit report. This should be submitted with the statement of grant income and expenditure and independent audit report.

The auditor who signs this certification must also initial and date a copy of the Grantee's statement of eligible expenditure. The department will not accept an independent audit report that lacks this attachment.

The required format of certification is on the following page.

[print on auditor letterhead]

[addressee]

Department of Industry, Science, Energy and Resources
GPO Box 2013
Canberra ACT 2601

I understand that the Commonwealth, represented by the Department of Industry, Science, Energy and Resources and [Grantee name] have entered into a grant agreement for the provision of financial assistance under the [grant opportunity name] to the Grantee for the project. A condition of funding under the grant agreement is that the Grantee provides a statement of grant income and expenditure certifying that expenditure on approved project items has been incurred within the relevant audit period and paid in accordance with the grant opportunity guidelines, and is supportable by appropriate documentation.

In fulfilment of the condition, I hereby certify that:

- a. I am a member of Chartered Accountants Australia and New Zealand/ CPA Australia/ the Institute of Public Accountants (as a Public Practice Certified Member).
- b. I have prepared the independent audit report on [Grantee name]'s, statement of grant income and expenditure in accordance with the details of the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy].
- c. I have reviewed the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy], and related grant opportunity guidelines and understand the requirements pertaining to financial reporting and eligible expenditure contained therein.
- d. I have signed the attached copy of [Grantee name]'s statement of eligible expenditure that I used to prepare the independent audit report.
- e. I have complied with the professional independence requirements of Chartered Accountants Australia and New Zealand/ CPA Australia/the Institute of Public Accountants. I specifically certify that I:
 - i am not, and have not been, a director, office holder, or employee of [Grantee name] or related body corporate of [Grantee name]
 - ii have not been previously engaged by [Grantee name] for the purpose of preparing their [grant opportunity name] application or any report required under the grant agreement
 - iii have no financial interest in [Grantee name].

Signature

Name [enter name]
 Qualifications [enter qualification]
 Position [enter position]
 Date [dd/mm/yyyy]



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

Commonwealth Simple Grant Agreement

between the Commonwealth represented by

Department of Industry, Science, Energy and Resources

and

HIGHLANDS LOCAL LEARNING & EMPLOYMENT NETWORK INC

Contents

Grant Agreement COPW000103.....	3
Parties to this Agreement.....	3
Background	4
Scope of this Agreement.....	4
Grant Details COPW000103	5
A. Purpose of the Grant	5
B. Activity	5
C. Duration of the Grant.....	7
D. Payment of the Grant	7
E. Reporting	8
F. Party representatives and address for notices	9
G. Supplementary Terms	9
Signatures	15
Commonwealth.....	15
Grantee.....	15
Schedule 1 Commonwealth General Grant Conditions	16
Schedule 2 Reporting requirements.....	18

Grant Agreement COPW000103

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

Parties to this Agreement

The Grantee

Full legal name of Grantee	HIGHLANDS LOCAL LEARNING & EMPLOYMENT NETWORK INC
Legal entity type (e.g. individual, incorporated association, company, partnership, etc)	Other Incorporated Entity
Trading or business name	HIGHLANDS LOCAL LEARNING & EMPLOYMENT NETWORK INC
Any relevant licence, registration or provider number	Not applicable
Australian Business Number (ABN) or other entity identifiers	46429658543
Australian Company Number (ACN)	Not applicable
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	28/05/2001
Registered office address	SE 21 106-110 LYDIARD ST S BALLARAT VIC 3350 Australia
Relevant business place	Suite 21, Ballarat Technology Park Central 106-110 Lydiard Street South Ballarat Central VIC 3350 Australia

The Commonwealth

The Commonwealth of Australia represented by the
Department of Industry, Science, Energy and Resources
of 10 Binara Street CANBERRA ACT 2600
ABN 74 599 608 295

The Department of Industry, Science, Energy and Resources will manage the Agreement on behalf of the Department of Education, Skills and Employment.

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the 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 (if any);
- (c) the Commonwealth General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

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 the 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 COPW000103

A. Purpose of the Grant

The Grant is being provided as part of the National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women grant opportunity.

The objectives for round 3 of the program are to:

- create greater awareness of career pathways and career information for women with a focus on women returning to work from a career break, women in non-traditional industries and occupations, or industries where women are under-represented (including at senior levels)
- contribute to an evidence base for addressing the needs of women undertaking training and apprenticeships
- enhance partnerships between industry, employers, schools and tertiary providers that support women through traditional and non-traditional career pathways.

The intended outcomes of the program are:

- enhanced career pathways that help women of working age to reach their full career potential
- increased understanding by women of skills and attributes sought by employers including in new and emerging industries
- stronger local collaboration in the delivery of career guidance to women of working age
- improved quality of locally based career guidance to women of working age.

B. Activity

The Activity is made up of the Grantee's project and all eligible project activities as specified in these Grant Details.

Project title

Ballarat Try a Trade - Careers Hub and Industry Experience Program

Project scope and description

The Ballarat Try a Trade - Careers Hub and Industry Experience Program will establish a Careers Hub and run an Industry Experience Program for young women 16-24 to gain knowledge and various pathways to pursue careers in construction or trade, specifically:

- construction,
- plumbing,
- electrical, and
- automotive careers

The Careers Hub

Will be a central location with the CBD of Ballarat that allows students and young people transitioning to the workforce to come to a one-stop-shop for careers advice, specific to their needs. The hub will host a wide variety of jobs and careers based service providers, because there is no one place where young people can go for all their career information needs.

The hub will focus on non-traditional jobs and collate and create a package of information to produce a pilot Industry Experience Program. This program will be co-created with the local youth advisory board, students and young women in their early stage of their construction or trade career.

The Industry Experience Program

Will exclusively target young women and aim to break down the barriers to entering these non-traditional jobs.

Highlands LLEN is bringing service providers together to offer their career and employment services to young people in the hub. Highlands LLEN is also working with the construction industry to bring them into schools and the schools to their job sites.

Over 12 months we intend to deliver the Industry Experience Program to at least 150 female students in high schools across Ballarat. We also aim for at least 120 career counselling sessions through the Hub.

Project outcomes

Try a Trade Program - Women in Construction

Milestone 1. Recruit Project coordinator for the program - May 2022

Milestone 2. Design program and delivery model, engage with schools and industry to confirm requirements and commitment to program – May – August 2022

Milestone 3. Delivery of pilot to a school in Ballarat area (15-20 students) – June – July 2022

Milestone 4. Expand program delivery to at least 5 additional schools – Aug 2022 – April 2023

Careers Hub

Milestone 1. Identify location and premises for Hub. Create partnerships for providers of careers advice – July 2022

Milestone 2. Fit out office location

Milestone 3. Media campaign and communication to schools and industry of services and location – August/September 2022

Milestone 4. Track and monitor outcomes of participation and outcomes for training and job outcomes.

Special Conditions - conditions of grant funding:

1. It is expected that, as part of the evaluation of your project, you will be available to respond to surveys and participate in interviews during and at the conclusion of the project period.

2. It is expected that you will assist in the development of case studies highlighting the achievements and outcomes of your project. You will be expected to endorse any case studies and approve their publication and use on Australian Government and Australian Government Ministers websites, social media or other public platforms. Case studies may be developed during and at the conclusion of the project period.

3. As applicable, you must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: <https://www.w3.org/WAI/intro/wcag>.

4. To the extent they are applicable to your performance of this agreement, you must perform all obligations under this contract in a manner that is consistent with the Protective Security Policy Framework and the Commonwealth Information Security Manual.

In undertaking the Activity, the Grantee must comply with the requirements of the grant opportunity guidelines (as in force at the time of application).

The Grantee must notify the Commonwealth about events relating to the project and provide an opportunity for the Minister or their representative to attend.

C. Duration of the Grant

The Activity starts on 01 May 2022 and ends on 30 April 2023, which is the **Activity Completion Date**.

The Agreement ends on 07 October 2023 which is the **Agreement End Date**.

Activity Schedule

In undertaking the Activity, the Grantee will meet the following milestones by the due dates.

Milestone number	Milestone name and description	Due date
001	Industry Experience Program Pilot Prepare and deliver the Industry Experience Program Pilot Program Full Day, on school site, program for female student to get hands on experience to build a mini house. Included throughout the day: OHS briefings, Women's Grampians Health what it means to work in a male dominated environment, Guest speaker from construction industry about pathway and opportunities, Tradie Lunch, Speaker for career opportunities.	30/08/2022
002	Delivery Industry Experience Program to High Schools Delivering the program to at least an additional 5 schools	31/03/2023
003	Open Career Hub Finalise lease, fitout, appointment of a coordinator and finalise MoU with service providers	30/04/2023
004	Program Evaluation Collect, evaluation and report on Careers Hub and Industry Experience Program	30/04/2023

D. Payment of the Grant

The total amount of the Grant is \$157,150 (plus GST if applicable).

The Grant will be provided at up to 76.23 per cent of eligible expenditure as defined in the grant opportunity guidelines.

The Grant will be paid over the following financial years subject to sufficient Program funding being available. The Commonwealth is not obliged to make a payment if it would result in the amount paid in a financial year exceeding the annual capped amount for that financial year as specified in this table.

Financial year	Annual capped amount (GST excl)
2021/22	\$78,575

2022/23	\$78,575
Total	\$157,150

The Grant will be paid according to the following schedule. Payments are subject to satisfactory progress on the project and compliance by the Grantee with its obligations under this Agreement.

Payment event	Payment amount (GST excl)	Anticipated payment date
Initial payment	\$78,575	21/05/2022
Progress payment	\$62,860	21/12/2022
Final payment	\$15,715	11/06/2023
Total	\$157,150	

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.

The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

The Grantee acknowledges that where it is registered for Goods and Services Tax (GST) it will notify the Commonwealth if it subsequently ceases to be registered for GST.

GST means a tax that is payable under GST law as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the reporting requirements (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress report	01/05/2022	31/10/2022	Project Report - Photographs and/or marketing material in support of project progress	30/11/2022
Compliance with working with children obligations	01/05/2022	30/04/2023		30/04/2023
End of project report	01/05/2022	30/04/2023	Evidence of Successful Project Completion	30/05/2023

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s 22(1)
Position	Executive Officer
Address	PO Box 583 Ballarat Central VIC 3350
Business hours telephone	03 43444154
Mobile	s 22(1)
Email	eo@highlandslen.org

Commonwealth representative and address

Name of representative	s 22(1)
Position	
Postal address	GPO Box 2013 CANBERRA ACT 2601
Physical address	10 Binara Street CANBERRA ACT 2600
Business hours telephone	s 22(1)
Email	national.careers.Institute@industry.gov.au

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.

G. Supplementary Terms

G1 Other Contributions

G1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the following table:

Contribution	Contribution type	Amount	Timing
Highlands LLEN			
	In-Kind	\$24000	29/04/2023
Construction industry - Nicholsons, Plan Group, Livewire and others			
	In-Kind	\$10000	31/03/2023
Loreto College Ballarat			

	In-Kind	\$5000	30/09/2022
Women's Grampians Health and other careers providers			
	In-Kind	\$10000	31/03/2023
Total		\$49,000	

G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 18 of the Commonwealth General Grant Conditions.

G2 Activity Budget

G2.1 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistent with the following budget:

Financial year 2021/22

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Communication and promotion	\$0
Project expenditure	Computing equipment	\$0
Project expenditure	Contractors	\$0
Project expenditure	Other eligible expenditure	\$0
Project expenditure	Recruitment expenses	\$500
Project expenditure	Salary (Including Salary on Costs)	\$0
Project expenditure	Training events and workshops	\$0
Project expenditure	Travel	\$0
Financial year total		\$500

Financial year 2022/23

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Communication and promotion	\$8,000
Project expenditure	Computing equipment	\$2,500
Project expenditure	Contractors	\$0
Project expenditure	Other eligible expenditure	\$38,250
Project expenditure	Recruitment expenses	\$0
Project expenditure	Salary (Including Salary on Costs)	\$99,400

Project expenditure	Training events and workshops	\$52,500
Project expenditure	Travel	\$5,000
Financial year total		\$205,650

All financial years

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Communication and promotion	\$8,000
Project expenditure	Computing equipment	\$2,500
Project expenditure	Contractors	\$0
Project expenditure	Other eligible expenditure	\$38,250
Project expenditure	Recruitment expenses	\$500
Project expenditure	Salary (Including Salary on Costs)	\$99,400
Project expenditure	Training events and workshops	\$52,500
Project expenditure	Travel	\$5,000
All financial years total		\$206,150

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

G3 Record keeping

G3.1 The Grantee agrees to:

- (a) maintain records that identify the receipt and expenditure of the Grant and any Other Contributions separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported.

G3.2 The Grantee agrees to maintain the records for five years after the Activity Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4 Audit and acquittal

G4.1 The Grantee may be required to provide the Commonwealth with an independent audit report verifying that the Grant was spent in accordance with this Agreement.

G4.2 Independently audited financial acquittal reports must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
- (b) a Certified Practising Accountant; or
- (c) a member of the Institute of Public Accountants; or
- (d) a member of Chartered Accountants Australia and New Zealand

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

G5 Activity Material

Not applicable

G6 Access

G6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause G6.1.

G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G7 Equipment and Assets

G7.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for more than \$5,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

(a) Not applicable

G7.2 The Grantee agrees to maintain a register of all Assets with a value of \$5,000 (including GST) or more at the time of the Asset's purchase, lease, creating or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item number	Description	Total cost (including GST)
<i>Reference</i>	<i>Description of the equipment or asset</i>	<i>Total cost of the equipment or asset</i>

G7.3 The Grantee agrees to use the equipment and assets for the purposes of the Activity.

G7.4 The Grantee must ensure that it owns any equipment and Assets purchased with the Grant for the purposes of the Activity

G7.5 The Grantee agrees that the proceeds of any equipment and assets purchased with the Grant disposed of during the Activity, must be treated as part of the Grant and used for the purposes of the Activity.

G8 Relevant qualifications or skills

Not applicable

G8A Child safety

G8A.1 If the Activity or any part of the Activity involves the Grantee employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Activity, the Grantee agrees:

- (a) to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described; and
- (b) if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with clause G8A in such form as may be specified by the Commonwealth.

G9 Activity specific legislation, policies and industry standards

G9.1 Without limiting the generality of Item G11 below, the Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) The *Work Health and Safety Act 2011 (Cth)*, any corresponding regulations made under that Act and any relevant Code of Practice approved for the purpose of that Act ('WHS Laws').

Note: The Grantee must ensure the Activity is undertaken in a safe manner. The Grantee must not, and must ensure its Personnel do not, by act or omission place the Commonwealth in breach of its obligations under the WHS Laws or any other relevant State or Territory legislation

G9A Fraud

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

G10 Commonwealth Material, facilities and assistance

Not applicable

G11 Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

G12 Grantee trustee of a Trust (if applicable)

G12.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G12.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust
- (c) it has entered into this Agreement for the proper administration of the Trust;
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

Signatures

Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science, Energy and Resources.

Name	s 22(1)
Position	State Manager, Tasmania
Date	06 May 2022

Grantee

Full legal name of the Grantee	HIGHLANDS LOCAL LEARNING & EMPLOYMENT NETWORK INC ABN: 46429658543
Name of Authorised Representative	s 22(1)
Date	06 May 2022

Schedule 1 Commonwealth General Grant Conditions

1. Undertaking the Activity

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

2. Acknowledgements

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

3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Agreement.

10. Repayment

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

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

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

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

17. Dispute resolution

17.1 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.

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

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

18. 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.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any

Existing Material that is incorporated in or supplied with the Activity Material.

- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.

- **Agreement End Date** means the date or event specified in the Grant Details.

- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant, excluding Activity Material and Intellectual Property Rights.

- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.

- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.

- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- **Commonwealth General Grant Conditions** means this document.

- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.

- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.

- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.

- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- **Grant Details** means the document titled Grant Details that forms part of this Agreement.

- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).

- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

- **Party** means the Grantee or the Commonwealth.

- **Personal Information** has the same meaning as in the *Privacy Act 1988*.

- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Schedule 2 Reporting requirements

Appendix 1

National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women - progress report requirements

You will need to provide the following information in your progress reports. 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.

Project progress

- 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.
- c. Is the overall project proceeding in line with your grant agreement?
If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.
- d. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

Project outcomes

- a. Outline the project outcomes achieved to date (e.g. improved delivery of career guidance programs, activities and services, increased awareness of available careers information).
- b. Who has been affected by the outcomes achieved to date? (please specify whether you are supporting: jobseekers and students; career advisors; career influencers, parents and peers; or employers).
- c. What successes and challenges has the project encountered over the reporting period?

- d. Has the scope and implementation of the project been adapted in response?
- e. Has the composition and nature of the partnership delivering the project changed over the reporting period? If so, please provide further details and context.

Project expenditure

Provide the following information about your eligible project expenditure. 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.

- a. What is the eligible expenditure you have incurred in this reporting period?
- b. What is the estimated eligible expenditure for the next reporting period?
- c. What is the estimated eligible expenditure for remaining reporting periods in current financial year (if applicable)?
- d. What is the estimated total eligible expenditure for future financial years?
- e. What is the estimated total eligible expenditure for the project?
- f. Briefly explain the reason for any changes between the forecast and actual expenditure for the current reporting period, and any significant changes to the forecast budget for the remainder of the project.
- g. Is the project expenditure broadly in line with the activity budget in the grant agreement? If no, explain the reasons.

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 project partners or others.

Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress.
- b. 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 activities identified in this report are for the purposes stated in the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.

- 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

National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women - 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.

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.
- c. Describe the nature, extent and purpose of any partnerships formed during the reporting period.
- d. Describe all participants in your project (this can include people seeking employment, students, parent groups, etc.). Where possible, provide specific details and data.
- e. Were the project activities completed as specified in the grant agreement? If not, what were the reasons for this?

Project outcomes

- a. Outline the project outcomes achieved by the project end date.
- i. To what extent has your project increased innovation in the delivery of career guidance programs, activities and services?

Include the following:

- type of innovation
- issue or gap addressed
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- ii. To what extent has your project improved the quality of career guidance provided through partnership initiatives?

Include the following:

- type of improvement
- issue or gap in career guidance programs, activities and services addressed
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- iii. To what extent has your project contributed to increased exposure and awareness of available career information, advice and support?

Include the following:

- type of awareness activity
- issue or gap in exposure or awareness
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- iv. To what extent has your project contributed to increased access, understanding and utilisation of career guidance programs, activities and services from partnership initiatives?

Include the following:

- type of activity
- issue or gap use of career guidance programs, activities and services
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- b. Do the achieved project outcomes align with those specified in the grant agreement?

If no, explain why.

- c. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?

If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

- d. Do you expect that participants in your project be able to continue benefiting from your project after the funding has ceased? Why or why not?
- e. Were there any unexpected or unintended outcomes of your project – positive or negative?
- f. What lessons did your organisation learn while undertaking this project and how might they be applied to other projects in the future?

Project benefits

- a. What benefits has the project achieved?

- b. What ongoing impact will the project have?
- c. Did the project result in any unexpected benefits?
If yes, explain why.
- d. Did the project result in any unexpected negative impacts?
If yes, explain why.
- e. 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 project partners or others.

Updated business indicators

- a. Provide the following financial data for your organisation for your latest complete financial year

These fields are mandatory and entering \$0 is acceptable if applicable.
 - Financial year completed
 - Sales revenue (turnover)
 - Export revenue
 - R&D expenditure
 - Taxable income
 - Number of employees including working proprietors and salaried directors (headcount)
 - Number of independent contractors (headcount)

Attachments

- a. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.
- b. 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 3

National Careers Institute Partnership Grants Round3-Career Opportunities and Pathways for Women - Compliance with working with children obligations

Where applicable, you will need to answer the following questions in your 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.

Appendix 4

Independent audit report

Background

These templates assist Grantees (and their auditors) to understand the audit requirements under a Commonwealth grant agreement administered by the Department of Industry, Science, Energy and Resources. For further information contact us on 13 28 46 or at business.gov.au.

When an independent audit report is required under our grant agreements the Grantee must provide us with:

- a statement of grant income and expenditure against the expenditure categories under the grant agreement (attachment A)
- an independent audit report on the statement of grant income and expenditure (attachment B)
- certification of certain matters by the auditor (attachment C).

You can find additional information on the grant opportunity relevant to your grant at business.gov.au or by calling us on 13 28 46.

Eligible expenditure

Advice on eligible expenditure for projects under the grant opportunity can be found in grant opportunity guidelines. These guidelines are revised from time to time and therefore more than one version of the document may exist. The relevant guidelines are those that were effective at the time the Grantee's application was accepted.

It is essential that Grantees and their auditors understand the eligible expenditure requirements because these determine whether, and the extent to which, certain costs are reportable and claimable.

The amount of grant funding we approve is based on the Grantee's estimated eligible expenditure, as provided in their application. However, the grant funding any Grantee is ultimately entitled to receive is determined against actual eligible expenditure incurred and paid for on the project. The grant amount specified in the grant agreement is the **maximum** amount the Grantee may be paid.

The expenditure reported in the 'statement of grant income and expenditure' at attachment A must represent actual 'eligible expenditure' paid on the project during that period.

Attachment A – Statement of grant income and expenditure

Grant opportunity name	[grant opportunity name]
Project number	[project number]
Grantee	[organisation]
Project title	[project title]
Reporting period start date	[project start date or other reporting period start date]
Reporting period end date	[project end date or other reporting period end date]

This statement of grant income and expenditure must be prepared by the Grantee and contain the following:

- Statement of funds, Grantee contributions and other financial assistance*
- Statement of eligible expenditure*
- Notes to the statement of eligible expenditure, explaining the basis of compilation
- Certification by directors of the Grantee

*We will compare this information to that detailed in the grant agreement.

1. Statement of funds, Grantee contributions and other financial assistance

Complete the following table for all cash [and in-kind] contributions for your project for the period in question, including

- the grant
- other government funding
- your own contributions
- partner or other third party contributions
- any additional private sector funding.

Insert rows as required.

Contributor	Cash amount (GST excl)	[Estimated in-kind amount (GST excl)]	Total (GST excl)
Grant	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Grantee	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Total	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]

2. Statement of eligible expenditure

You must provide detail of the eligible expenditure that has been incurred and paid for during the reporting period in the 'Statement of eligible expenditure' spreadsheet.

Comment on any variance between the expenditure items and amounts detailed in the grant agreement and the actual items and amounts detailed in the attached statement of eligible expenditure.

[enter details]

3. Note to the statement of eligible expenditure

3.1 Eligible expenditure

The eligible expenditure as reported in the statement of eligible expenditure is in accordance with the grant opportunity guidelines.

3.2 Basis of compilation

This statement of eligible expenditure has been prepared to meet the requirements of the grant agreement between [enter Grantee name] and the Commonwealth represented by the Department of Industry, Science, Energy and Resources and Science. Significant accounting policies applied in the compilation of the statement of grant income and expenditure include the following:

[enter details]

4. Certification by directors [if not director, replace with appropriate equivalent]

[Grantee name]

[Project number]

For the period [dd/ mm/yyyy] to [dd/ mm/yyyy]

We confirm that, to the best of our knowledge and believe, having made such enquiries as we considered necessary for the purpose of appropriately informing ourselves:

Statement of grant income and expenditure

- a. We have fulfilled our responsibilities for the preparation of the statement of grant income and expenditure in accordance with the cash basis of accounting and the terms of the grant agreement with the Commonwealth, represented by the Department of Industry, Science, Energy and Resources dated [enter date]; in particular, the statement of grant income and expenditure presents fairly in accordance therewith.
- b. All events subsequent to the date of the statement of grant income and expenditure which require adjustment or disclosure so as to present fairly the statement of grant income and expenditure, have been adjusted or disclosed.
- c. [Where applicable] The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the statement of grant income and expenditure as a whole. A list of the uncorrected misstatements is attached to this representation letter.
- d. That all Grantee contributions and other financial assistance were spent for the purpose of the project and in accordance with the grant agreement and that the Grantee has complied with the grant agreement and relevant accounting policies.
- e. That salaries and allowances paid to persons involved in the project are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

5. For Auditor use only

I certify that this statement of grant income and expenditure is the one used to prepare my independent audit report dated [enter date] for the Department of Industry, Science, Energy and Resources.

Signature

Name [enter name]

Position [enter position]

Auditor's employer [enter employer name]

Date [dd/mm/yyyy]

Attachment B - Independent audit report

Background for auditors

The purpose of the independent audit report is to provide us with an auditor's opinion on the Grantee's statement of grant income and expenditure. The statement of grant income and expenditure is prepared by the Grantee to correspond with the expenditure reported to the department by the Grantee for the same period, in the process of claiming grant payments.

The independent audit report must be prepared by a person who is an approved auditor.

An approved auditor is a person who is:

- a. registered as a company auditor under the *Corporations Act 2001* or an appropriately qualified member of Chartered Accountants Australia and New Zealand, or of CPA Australia or the Institute of Public Accountants; and
- b. not a principal, member, shareholder, officer, agent, subcontractor or employee of the Grantee or of a related body corporate or a Connected Entity.

The audit should be undertaken and reported in accordance with Australian Auditing Standards.

The independent audit report must follow the required format and include any qualification regarding the matters on which the auditor provides an opinion. We may follow up any qualifications with the Grantee or auditor. The independent audit report must be submitted on the auditor's letterhead.

Auditors must comply with the professional requirements of Chartered Accountants Australia and New Zealand, CPA Australia and the Institute of Public Accountants in the conduct of their audit.

If the auditor forms an opinion that the statement of grant income and expenditure does not give a true and fair view of the eligible expenditure for the period, the independent audit report should be qualified and the error quantified in the qualification section of the independent audit report.

The required independent audit report format follows.

Auditor's report

Independent audit report in relation to [Grantee name]'s statement of grant income and expenditure to the Commonwealth, represented by the Department of Industry, Science, Energy and Resources (the department).

We have audited:

- a. the accompanying statement of grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy], a summary of significant accounting policies and other explanatory information, and management's attestation statement thereon (together "the financial statement"). The financial statement has been prepared by management using the cash basis of accounting described in note 3.2 to the financial statement; and
- b. [Grantee name]'s compliance with the terms of the grant agreement between [Grantee name] and the Commonwealth dated [date of agreement] for the period [dd/mm/yyyy] to [dd/mm/yyyy] (the grant agreement).

We have:

- a. reviewed [Grantee name]'s statement of labour costs in support of its claim of eligible expenditure; and
- b. performed limited assurance procedures on [Grantee name]'s statement of employee numbers under the grant agreement].

Management's responsibility

Management is responsible for:

- a. the preparation and fair presentation of the financial statement in accordance with the basis of accounting described in note 3.2, this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in accordance with the grant agreement;
- b. compliance with the terms of the grant agreement;
- c. the preparation of the statement of employee numbers and labour costs in support of eligible expenditure; and
- d. such internal control as management determines is necessary to:
 - i enable the preparation of the financial statement and the statement of [employee numbers and]labour costs that are free from material misstatement, whether due to fraud or error; and
 - ii enable compliance with the terms of the grant agreement.

Auditor's responsibility

Our responsibilities are:

- a. To express an opinion, based on our audit, on:
 - i the financial statement; and
 - ii [Grantee name]'s compliance, in all material respects, with the terms of the grant agreement; and

- b. To conclude based on:
 - i our review procedures, on the statement of labour costs; and
 - ii our limited assurance procedures on the statement of employee numbers.

We conducted our audit of the financial statement in accordance with Australian Auditing Standards; our audit of compliance with the grant agreement in accordance with ASAE 3100, our review of the statement of labour costs in accordance with ASRE 2405; and our limited assurance procedures on employee numbers in accordance with ASAE 3000]. The applicable Standards require that we comply with relevant ethical requirements and plan and perform our work to:

- a. obtain reasonable assurance about whether the financial statement is free from material misstatement and that [Grantee name] has complied, in all material respects, with the terms of the grant agreement; and
- b. obtain limited assurance as to whether anything has come to our attention that causes us to believe that the statements of employee numbers and labour costs are materially misstated.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement and about the Grantee's compliance with the grant agreement. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Grantee's preparation and fair presentation of the financial statement, and to the Grantee's compliance with the grant agreement, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Grantee's internal control. An audit also includes evaluating the appropriateness of accounting policies used by management, as well as evaluating the overall presentation of the financial statement.

A review consists of making enquiries and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Auditing Standards and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion on the statement of labour costs.

A limited assurance engagement undertaken in respect of the statement of employee numbers, in accordance with ASAE 3000 involves [level of detail about procedures to be determined by the auditor]. The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement; and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion, review and limited assurance conclusions.

Opinion

In our opinion:

- a. the financial statement presents fairly, in all material respects, the grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy] in accordance with the cash basis of accounting described in note 3.2 and the terms of the grant agreement, dated [date of agreement], with the Commonwealth; and

- b. [Grantee name] has complied, in all material respects, with the requirements of the grant agreement between the organisation and the Commonwealth dated [date of agreement], for the period [dd/mm/yyyy] to [dd/mm/yyyy].

Basis of Accounting and Restriction on Distribution

Without modifying our opinion, we draw attention to note 3.2 to the financial statement, which describes the basis of accounting. The financial statement is prepared to provide information to the department in accordance with the grant agreement, dated [date of agreement]. As a result, the financial statement may not be suitable for another purpose.

Use of Report

This report has been prepared for [Grantee name] and the department in accordance with the requirements of the grant agreement between [Grantee name] and the Commonwealth, dated [date of agreement]. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than [Grantee name] and the department, or for any purpose other than that for which it was prepared.

Conclusions

Based on:

- a. Our review, which is not an audit, nothing has come to our attention that causes us to believe that the statement of labour costs in the period [dd/mm/yyyy] to [dd/mm/yyyy] is not, in all material respects, fairly presented in accordance with the grant agreement dated [date of agreement] with the Commonwealth; and
- b. The procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that the statement of employee numbers as at [dd/mm/yyyy] is not prepared, in all material respects, in accordance with the grant agreement dated [date of agreement] with the Commonwealth].

Auditor's signature

Name [enter name]

Auditor's employer [enter employer name]

Employer's address [enter address]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]

Attachment C - Certification of certain matters by the auditor

The department also requires a certification of certain matters by the auditor in addition to the independent audit report. This should be submitted with the statement of grant income and expenditure and independent audit report.

The auditor who signs this certification must also initial and date a copy of the Grantee's statement of eligible expenditure. The department will not accept an independent audit report that lacks this attachment.

The required format of certification is on the following page.

[print on auditor letterhead]

[addressee]

Department of Industry, Science, Energy and Resources
GPO Box 2013
Canberra ACT 2601

I understand that the Commonwealth, represented by the Department of Industry, Science, Energy and Resources and [Grantee name] have entered into a grant agreement for the provision of financial assistance under the [grant opportunity name] to the Grantee for the project. A condition of funding under the grant agreement is that the Grantee provides a statement of grant income and expenditure certifying that expenditure on approved project items has been incurred within the relevant audit period and paid in accordance with the grant opportunity guidelines, and is supportable by appropriate documentation.

In fulfilment of the condition, I hereby certify that:

- a. I am a member of Chartered Accountants Australia and New Zealand/ CPA Australia/ the Institute of Public Accountants (as a Public Practice Certified Member).
- b. I have prepared the independent audit report on [Grantee name]'s, statement of grant income and expenditure in accordance with the details of the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy].
- c. I have reviewed the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy], and related grant opportunity guidelines and understand the requirements pertaining to financial reporting and eligible expenditure contained therein.
- d. I have signed the attached copy of [Grantee name]'s statement of eligible expenditure that I used to prepare the independent audit report.
- e. I have complied with the professional independence requirements of Chartered Accountants Australia and New Zealand/ CPA Australia/the Institute of Public Accountants. I specifically certify that I:
 - i am not, and have not been, a director, office holder, or employee of [Grantee name] or related body corporate of [Grantee name]
 - ii have not been previously engaged by [Grantee name] for the purpose of preparing their [grant opportunity name] application or any report required under the grant agreement
 - iii have no financial interest in [Grantee name].

Signature

Name [enter name]
 Qualifications [enter qualification]
 Position [enter position]
 Date [dd/mm/yyyy]



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

Commonwealth Simple Grant Agreement

between the Commonwealth represented by

Department of Industry, Science, Energy and Resources

and

COMMUNITY SERVICES DIRECTORATE

Contents

Grant Agreement NCIP1000538	3
Parties to this Agreement	3
Background.....	3
Scope of this Agreement	4
Grant Details NCIP1000538	5
A. Purpose of the Grant	5
B. Activity.....	5
C. Duration of the Grant	7
D. Payment of the Grant.....	8
E. Reporting.....	9
F. Party representatives and address for notices	10
G. Supplementary Terms.....	11
Signatures	17
Commonwealth	17
Grantee	17
Schedule 1 Commonwealth General Grant Conditions.....	18
Schedule 2 Reporting requirements	20

Grant Agreement NCIP1000538

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

Parties to this Agreement

The Grantee

Full legal name of Grantee	COMMUNITY SERVICES DIRECTORATE
Legal entity type (e.g. individual, incorporated association, company, partnership, etc)	Territory Government Entity
Trading or business name	Community Services Directorate
Any relevant licence, registration or provider number	Not applicable
Australian Business Number (ABN) or other entity identifiers	26471407289
Australian Company Number (ACN)	
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	27/02/2003
Registered office address	Level 4 11 Moore Street Canberra City ACT 2601 Australia
Relevant business place	Level 4 11 Moore Street Canberra City ACT 2601 Australia

The Commonwealth

The Commonwealth of Australia represented by the
Department of Industry, Science, Energy and Resources
of 10 Binara Street CANBERRA ACT 2600
ABN 74 599 608 295

The Department of Industry, Science, Energy and Resources will manage the Agreement on behalf of the Department of Education, Skills and Employment.

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the 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 (if any);
- (c) the Commonwealth General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

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 the 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 NCIPI000538

A. Purpose of the Grant

The Grant is being provided as part of the National Careers Institute Partnership Grants Round One grant opportunity.

The objectives of the program are to:

- improve the quality of, and access to, careers information and advice
- build an evidence-base for best practice career development
- demonstrate the value of career development
- increase knowledge and create greater awareness of career paths and career information
- develop and showcase innovative approaches to delivering career development services.

The intended outcomes of the program are:

- enhanced career pathways that help all Australians to reach their full career potential
- increased understanding of skills sought by employers
- stronger collaboration in the delivery of careers information and advice
- improved quality of careers information and advice.

B. Activity

The Activity is made up of the Grantee's project and all eligible project activities as specified in these Grant Details.

Project title

Understanding the Australian Building and Construction Industry

Project scope and description

The Understanding the Australian Building and Construction Industry project will pilot a learning program that aligns with the Australian Curriculum and integrate industry perspectives to improve understanding of the building and construction industry for Years 7-8 (Humanities and Social Sciences) and Years 9-10 (Work Studies). Resources will be made available to Australian schools as a product to adapt into existing and future subject delivery.

Increased knowledge and understanding of the role of this industry in Australia's economy, and the opportunities available, will support more students to consider a career in this industry, in particular young women. This innovation will strengthen ties with industry to improve understanding and access to industry opportunities.

Project outcomes

Project objectives and outcomes:

- Essential steering committee members will be selected (milestone 1)
- Steering committee 'Terms of Reference' will be established (milestone 1)
- Steering committee operational guidelines will be established (milestone 5)
- Essential project staff: Project Coordinator will be employed (milestone 2)
- Pilot schools (one per network area) selected via expression of interest (milestone 3)
- Essential project staff: Teacher will be employed re: curriculum & learning resource development (milestone 4)

- All school resource packs for 'Understanding the Australian Building & Construction Industry' will be written by Teacher employed (milestone 8)
- School resource packs will be developed for implementation into year 7-8 Humanities classes (milestone 8)
- School resource packs will be developed for implementation into year 9-10 Humanities and/or Work Studies classes (milestone 8)
- Essential project staff: Pilot evaluation consultant will be employed to develop pre and post surveys and evaluation materials (milestone 7, 8, 9)
- Project coordinator will provide steering committee with ongoing status reports as per operational guidelines: pilot program resource development (milestone 6)
- Project coordinator will establish industry engagement requirements for program delivery (milestone 6)
- Project coordinator will provide status reports for steering committee (milestone 6)
- Pilot evaluation consultant will deliver pre-pilot surveys to pilot schools (milestone 6)
- Pilot evaluation consultant will deliver post-pilot surveys to pilot schools (milestone 9, 10, 11)
- Pilot program coordinator will be established as the central point of contact for pilot schools throughout project timeframe (milestone 9, 10, 11)
- Pilot program coordinator will provide pilot schools with ongoing advice and support (milestone 9, 10, 11)
- Pilot program coordinator will establish skill set/training courses for year 10 students (milestone 11)
- Pilot program coordinator will coordinate year 10 micro credentials/skill set (milestone 11)
- Pilot program coordinator will establish project evaluation procedures and requirements for reporting purposes (milestone 12)
- Pilot program coordinator will work in collaboration with pilot evaluation consultant to establish report for steering committee including comparable data, qualitative and quantitative information (milestone 12)
- A user-friendly website, to provide students with relevant information about 'Understanding the Australian Building and Construction Industry', will be developed and rolled out (milestone 12)

Special Conditions - conditions of grant funding:

- 1) It is expected that, as part of the evaluation of your project, you will be available to respond to surveys and participate in interviews during and at the conclusion of the project period.
- 2) It is expected that you will assist in the development of case studies highlighting the achievements and outcomes of your project. You will be expected to endorse any case studies and approve their publication and use on Australian Government and Australian Government Ministers websites, social media or other public platforms. Case studies may be developed during and at the conclusion of the project period.
- 3) As applicable, you must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: <https://www.w3.org/WAI/intro/wcag>.
- 4) To the extent they are applicable to your performance of this agreement, you must perform all obligations under this contract in a manner that is consistent with the Protective Security Policy Framework and the Commonwealth Information Security Manual.

In undertaking the Activity, the Grantee must comply with the requirements of the grant opportunity guidelines (as in force at the time of application).

The Grantee must notify the Commonwealth about events relating to the project and provide an opportunity for the Minister or their representative to attend.

C. Duration of the Grant

The Activity starts on 20 January 2021 and ends on 19 January 2023, which is the **Activity Completion Date**.

The Agreement ends on 28 June 2023 which is the **Agreement End Date**.

Activity Schedule

In undertaking the Activity, the Grantee will meet the following milestones by the due dates.

Milestone number	Milestone name and description	Due date
001	Recruit Program Coordinator Recruit Pilot Program Coordinator to work with project partners during development and to facilitate industry contributions to the Pilot.	01/04/2021
002	Select Pilot schools and commence engagement Identify Pilot schools so that they can be engaged early in the development process and be represented on the Program Steering Committee.	30/06/2021
003	Engage consultant for evaluation Engage consultant to develop evaluation approach, including pre- and post-pilot surveys and evaluation materials Identify pilot and non-pilot students for pre- and post-Program assessment.	01/10/2021
004	Develop teaching resources Recruited teacher to develop resources to support: - Years 7-8 HASS subject - Years 9-10 Work Skills subject Consultant to develop evaluation materials for pre-pilot surveys	01/12/2021
005	Recruit teacher (development) Recruit teacher for curriculum and learning resources development (Years 7-8, 9-10)	30/06/2022
006	Pilot schools – delivery (Term 1 and 2 2022) Program Coordinator to work with selected schools to pilot resources.	01/07/2022

Milestone number	Milestone name and description	Due date
007	Pilot schools – delivery (Term 3 and 4 2022) Pilot Program Coordinator to work with selected schools to pilot resources. Pilot program Coordinator to work with selected schools to arrange delivery of Year 10 training: - Infection Control Set - White Card and Asbestos Training - Young Worker’s Centre Preparing for Industry Work Placement Training - CIT Interact Effectively with Others at Work	16/12/2022
008	Commence Pilot Program Pilot Program Coordinator to oversee implementation of Pilot Program, including development of resources, and coordination of industry engagement for delivery 2022.	31/12/2022
009	Program Steering Committee – Establish Steering Committee is expected to include representatives from NAWIC, Education Directorate, OfW, Pilot Program Coordinator, Canberra Institute of Technology, Skills Canberra, representatives from the four Pilot High Schools (eg. Careers Advisors, HASS teachers).	19/01/2023
010	Program Steering Committee – operation Steering Committee to convene regularly during the life of the Program.	19/01/2023
011	Pilot Program Evaluation Pilot Program Coordinator to oversee project evaluation: - Compare outcomes of pilot groups against non-pilot groups - Collate qualitative feedback from students using developed resources, including perception of construction as a career pathway	19/01/2023

D. Payment of the Grant

The total amount of the Grant is \$322,949 (plus GST if applicable).

The Grant will be provided at up to 31.58 per cent of eligible expenditure as defined in the grant opportunity guidelines.

The Grant will be paid over the following financial years subject to sufficient Program funding being available. The Commonwealth is not obliged to make a payment if it would result in the amount paid in a financial year exceeding the annual capped amount for that financial year as specified in this table.

Financial year	Annual capped amount (GST excl)
----------------	---------------------------------

2020/21	\$290,649
2021/22	\$0
2022/23	\$32,300
2023/24	\$0
Total	\$322,949

The Grant will be paid according to the following schedule. Payments are subject to satisfactory progress on the project and compliance by the Grantee with its obligations under this Agreement.

Payment event	Payment amount (GST excl)	Anticipated payment date
Initial payment	\$290,649	09/02/2021
Final payment	\$32,300	10/03/2023
Total	\$322,949	

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.

The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

The Grantee acknowledges that where it is registered for Goods and Services Tax (GST) it will notify the Commonwealth if it subsequently ceases to be registered for GST.

GST means a tax that is payable under GST law as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the reporting requirements (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress report	20/01/2021	19/07/2021	Evidence of successful project progress 1	18/08/2021
Compliance with working with children obligations	20/01/2021	19/01/2022		19/01/2022

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress report	20/07/2021	19/01/2022	Evidence of successful project progress 2	18/02/2022
Progress report	20/01/2022	19/07/2022	Evidence of successful project progress 3	18/08/2022
Compliance with working with children obligations	20/01/2022	19/01/2023		19/01/2023
End of project report	20/01/2021	19/01/2023	Independent audit report, Evidence of successful project completion	18/02/2023

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s 22(1)
Position	Assistant Director, Vocational Education in Secondary Schools
Address	Level 4 11 Moore Street Canberra City ACT 2601
Business hours telephone	s 22(1)
Mobile	s 22(1)
Email	s 22(1)

Commonwealth representative and address

Name of representative	s 22(1)
Position	Grants Manager
Postal address	GPO Box 2013 CANBERRA ACT 2601
Physical address	10 Binara Street CANBERRA ACT 2600
Business hours telephone	s 22(1)

Email	National.Careers.Institute@industry.gov.au
-------	--

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.

G. Supplementary Terms

G1 Other Contributions

ST1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the following table:

Contribution	Contribution type	Amount	Due date
ACT Education Directorate			
	In-Kind	\$170190	30/06/2022
ACT Office for Women			
	In-Kind	\$6500	30/06/2022
The National Association of Women in Construction (NAWIC)			
	Cash	\$61000	30/06/2022
	In-Kind	\$417600	30/06/2022
ACT Building and Construction Industry Training Fund Authority (TFA)			
	Cash	\$12000	30/06/2022
	In-Kind	\$10500	30/06/2022
Skills Canberra			
	In-Kind	\$21000	30/06/2022
Young Workers Centre			
	In-Kind	\$1000	30/06/2022

G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 18 of the Commonwealth General Grant Conditions.

G2 Activity Budget

G2.1 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistent with the following budget:

Financial year 2020/21

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Audit costs (up to 1% of total eligible project costs)	\$0
Project expenditure	Computing equipment and software	\$0
Project expenditure	Contractors	\$10,000
Project expenditure	Domestic travel	\$0
Project expenditure	Other eligible expenditure	\$0
Project expenditure	Recruitment expenses	\$0
Project expenditure	Salaries	\$174,700
Project expenditure	Workshops, forums, events, courses	\$6,000
Financial year total		\$190,700

Financial year 2021/22

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Audit costs (up to 1% of total eligible project costs)	\$0
Project expenditure	Computing equipment and software	\$0
Project expenditure	Contractors	\$45,000
Project expenditure	Domestic travel	\$0
Project expenditure	Other eligible expenditure	\$23,000
Project expenditure	Recruitment expenses	\$0
Project expenditure	Salaries	\$725,539
Project expenditure	Workshops, forums, events, courses	\$38,500
Financial year total		\$832,039

Financial year 2022/23

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Audit costs (up to 1% of total eligible project costs)	\$0

Project expenditure	Computing equipment and software	\$0
Project expenditure	Contractors	\$0
Project expenditure	Domestic travel	\$0
Project expenditure	Other eligible expenditure	\$0
Project expenditure	Recruitment expenses	\$0
Project expenditure	Salaries	\$0
Project expenditure	Workshops, forums, events, courses	\$0
Financial year total		\$0

All financial years

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Audit costs (up to 1% of total eligible project costs)	\$0
Project expenditure	Computing equipment and software	\$0
Project expenditure	Contractors	\$55,000
Project expenditure	Domestic travel	\$0
Project expenditure	Other eligible expenditure	\$23,000
Project expenditure	Recruitment expenses	\$0
Project expenditure	Salaries	\$900,239
Project expenditure	Workshops, forums, events, courses	\$44,500
All financial years total		\$1,022,739

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

G3 Record keeping

G3.1 The Grantee agrees to:

- (a) maintain records that identify the receipt and expenditure of the Grant and any Other Contributions separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported; and

G3.2 The Grantee agrees to maintain the records for five years after the Activity Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4 Audit and acquittal

G4.1 The Grantee may be required to provide the Commonwealth with an independent audit report verifying that the Grant was spent in accordance with this Agreement.

G4.2 Independently audited financial acquittal reports must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
- (b) a Certified Practising Accountant; or
- (c) a member of the Institute of Public Accountants; or
- (d) a member of Chartered Accountants Australia and New Zealand

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

G5 Activity Material

Not applicable

G6 Access

G6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause G6.1.

G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G7 Equipment and Assets

G7.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for more than \$5,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

- (a) Not applicable

G7.2 The Grantee agrees to maintain a register of all Assets with a value of \$5,000 (including GST) or more at the time of the Asset's purchase, lease, creating or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item number	Description	Total cost (including GST)
<i>Reference</i>	<i>Description of the equipment or asset</i>	<i>Total cost of the equipment or asset</i>

G7.3 The Grantee agrees to use the equipment and assets for the purposes of the Activity.

G7.4 The Grantee must ensure that it owns any equipment and Assets purchased with the Grant for the purposes of the Activity

G7.5 The Grantee agrees that the proceeds of any equipment and assets purchased with the Grant disposed of during the Activity, must be treated as part of the Grant and used for the purposes of the Activity.

G8 Relevant qualifications or skills

Not applicable

G8A Child safety

G8A.1 If the Activity or any part of the Activity involves the Grantee employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Activity, the Grantee agrees:

- (a) to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described; and
- (b) if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with clause G8A in such form as may be specified by the Commonwealth.

G9 Activity specific legislation, policies and industry standards

G9.1 Without limiting the generality of Item G11 below, the Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) The *Work Health and Safety Act 2011 (Cth)*, any corresponding regulations made under that Act and any relevant Code of Practice approved for the purpose of that Act ('WHS Laws').

Note: The Grantee must ensure the Activity is undertaken in a safe manner. The Grantee must not, and must ensure its Personnel do not, by act or omission place the Commonwealth in breach of its obligations under the WHS Laws or any other relevant State or Territory legislation.

G9A Fraud

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

G10 Commonwealth Material, facilities and assistance

Not applicable

G11 Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

G12 Grantee trustee of a Trust (if applicable)

G12.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G12.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust
- (c) it has entered into this Agreement for the proper administration of the Trust;
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

Signatures

Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science, Energy and Resources.

Name	s 22(1)
Position	
Date	19 January 2021

Grantee

Full legal name of the Grantee	COMMUNITY SERVICES DIRECTORATE ABN: 26471407289
Name of Authorised Representative	s 22(1)
Date	19 January 2021

Schedule 1 Commonwealth General Grant Conditions

1. Undertaking the Activity

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

2. Acknowledgements

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

3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Agreement.

10. Repayment

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

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

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

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

17. Dispute resolution

17.1 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.

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

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

18. 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.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any

Existing Material that is incorporated in or supplied with the Activity Material. .

- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant, excluding Activity Material and Intellectual Property Rights.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material

Schedule 2 Reporting requirements

Appendix 1

National Careers Institute Partnership Grants Round One - progress report requirements

You will need to provide the following information in your progress reports. 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.

Project progress

- 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.
- c. Is the overall project proceeding in line with your grant agreement?
If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.
- d. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

Project outcomes

- e. Outline the project outcomes achieved to date (e.g. improved delivery of career development services, increased awareness of available careers information).
- f. Who has been affected by the outcomes achieved to date? (please specify whether you are supporting: jobseekers and students; career advisors; career influencers, parents and peers; or employers).
- g. What successes and challenges has the project encountered over the reporting period?
- h. Has the scope and implementation of the project been adapted in response?

- i. Has the composition and nature of the partnership delivering the project changed over the reporting period? If so, please provide further details and context.

Project expenditure

Provide the following information about your eligible project expenditure. Eligible expenditure is divided into the same categories as the budget in your application.

All expenditure should be GST inclusive, less GST credits you can claim. 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.

- a. What is the eligible expenditure you have incurred in this reporting period?
- b. What is the estimated eligible expenditure for the next reporting period?
- c. What is the estimated eligible expenditure for remaining reporting periods in current financial year (if applicable)?
- d. What is the estimated total eligible expenditure for future financial years?
- e. What is the estimated total eligible expenditure for the project?
- f. Briefly explain the reason for any changes between the forecast and actual expenditure for the current reporting period, and any significant changes to the forecast budget for the remainder of the project.
- g. Is the project expenditure broadly in line with the activity budget in the grant agreement?
If no, explain the reasons.

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 project partners or others.

Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress.
- b. Attach copies of any published reports and promotional material, relating to the project.

Certification

You must ensure an authorised person completes the report and can certify 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 activities undertaken and the expenditure incurred is in accordance with the grant agreement.
- 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.

Appendix 2

National Careers Institute Partnership Grants Round One 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.

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.
- c. Describe the nature, extent and purpose of any partnerships formed during the reporting period.
- d. Describe all participants in your project (this can include students, people seeking employment, parent groups, etc.). Where possible, provide specific details and data.
- e. Were the project activities completed as specified in the grant agreement? If not, what were the reasons for this?

Project outcomes

- f. Outline the project outcomes achieved by the project end date (where relevant).
- i. To what extent has your project increased innovation in the delivery of career development services, information, advice and support?

Include the following:

- type of innovation
- issue or gap addressed
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- ii. To what extent has your project improved the quality of careers information, advice and support provided through partnership initiatives?

Include the following:

- type of improvement
- issue or gap in career information, advice or support addressed
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- iii. To what extent has your project contributed to increased exposure and awareness of available careers information, advice and support?

Include the following:

- type of awareness activity
- issue or gap in exposure or awareness
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- iv. To what extent has your project contributed to increased access, understanding and utilisation of careers information, advice and support from partnership initiatives?

Include the following:

- type of activity
- issue or gap use of careers information, advice and support
- what has changed and by how much
- who was impacted by stakeholder group (e.g. jobseekers and students; career advisors; career influencers, parents and peers; or employers).

- b. Do the achieved project outcomes align with those specified in the grant agreement?

If no, explain why.

- c. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?

If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

- d. Do you expect that participants in your project be able to continue benefiting from your project after the funding has ceased? Why or why not?

- e. Were there any unexpected or unintended outcomes of your project – positive or negative?

- f. What lessons did your organisation learn while undertaking this project and how might they be applied to other projects in the future?

Project benefits

- a. What benefits has the project achieved?
- b. What ongoing impact will the project have?
- c. Did the project result in any unexpected benefits?
If yes, explain why.
- d. 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.

All expenditure should be GST inclusive, less GST credits you can claim. 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 project partners or others.

Updated business indicators

- a. Provide the following financial data for your organisation for your latest complete financial year

These fields are mandatory and entering \$0 is acceptable if applicable.
- Financial year completed
 - Sales revenue (turnover)
 - Export revenue
 - R&D expenditure
 - Taxable income
 - Number of employees including working proprietors and salaried directors (headcount)
 - Number of independent contractors (headcount)

Attachments

- a. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.
- b. Attach copies of any published reports and promotional material, relating to the project.

Certification

You must ensure an authorised person completes the report and can certify 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 activities undertaken and the expenditure incurred is in accordance with the grant agreement.
- 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.

Appendix 3

National Careers Institute Partnership Grants Round One Compliance with working with children obligations

Where applicable, you will need to answer the following questions in your 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?

Certification

You must ensure an authorised person completes the report and can certify 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 activities undertaken and the expenditure incurred is in accordance with the grant agreement.
- 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.

Appendix 4

National Careers Institute Partnership Grants Round One - Independent audit report

Background

These templates assist Grantees (and their auditors) to understand the audit requirements under a Commonwealth grant agreement administered by the Department of Industry, Science, Energy and Resources. For further information contact us on 13 28 46 or at business.gov.au.

When an independent audit report is required under our grant agreements the Grantee must provide us with:

- a statement of grant income and expenditure against the expenditure categories under the grant agreement (attachment A)
- an independent audit report on the statement of grant income and expenditure (attachment B)
- certification of certain matters by the auditor (attachment C).

You can find additional information on the grant opportunity relevant to your grant at business.gov.au or by calling us on 13 28 46.

Eligible expenditure

Advice on eligible expenditure for projects under the grant opportunity can be found in grant opportunity guidelines. These guidelines are revised from time to time and therefore more than one version of the document may exist. The relevant guidelines are those that were effective at the time the Grantee's application was accepted.

It is essential that Grantees and their auditors understand the eligible expenditure requirements because these determine whether, and the extent to which, certain costs are reportable and claimable.

The amount of grant funding we approve is based on the Grantee's estimated eligible expenditure, as provided in their application. However, the grant funding any Grantee is ultimately entitled to receive is determined against actual eligible expenditure incurred and paid for on the project. The grant amount specified in the grant agreement is the **maximum** amount the Grantee may be paid.

The expenditure reported in the 'statement of grant income and expenditure' at attachment A must represent actual 'eligible expenditure' paid on the project during that period.

Attachment A – Statement of grant income and expenditure

Grant opportunity name	[grant opportunity name]
Project number	[project number]
Grantee	[organisation]
Project title	[project title]
Reporting period start date	[project start date or other reporting period start date]
Reporting period end date	[project end date or other reporting period end date]

This statement of grant income and expenditure must be prepared by the Grantee and contain the following:

- Statement of funds, Grantee contributions and other financial assistance*
- Statement of eligible expenditure*
- Notes to the statement of eligible expenditure, explaining the basis of compilation
- Certification by directors of the Grantee

*We will compare this information to that detailed in the grant agreement.

1. Statement of funds, Grantee contributions and other financial assistance

Complete the following table for all cash [and in-kind] contributions for your project for the period in question, including

- the grant
- other government funding
- your own contributions
- partner or other third party contributions
- any additional private sector funding.

Insert rows as required.

Contributor	Cash amount (GST excl)	[Estimated in-kind amount (GST excl)]	Total (GST excl)
Grant	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Grantee	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Total	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]

2. Statement of eligible expenditure

You must provide detail of the eligible expenditure that has been incurred and paid for during the reporting period in the 'Statement of eligible expenditure' spreadsheet.

Comment on any variance between the expenditure items and amounts detailed in the grant agreement and the actual items and amounts detailed in the attached statement of eligible expenditure.

[enter details]

3. Note to the statement of eligible expenditure

3.1 Eligible expenditure

The eligible expenditure as reported in the statement of eligible expenditure is in accordance with the grant opportunity guidelines.

3.2 Basis of compilation

This statement of eligible expenditure has been prepared to meet the requirements of the grant agreement between [enter Grantee name] and the Commonwealth represented by the Department of Industry, Science, Energy and Resources and Science. Significant accounting policies applied in the compilation of the statement of grant income and expenditure include the following:

[enter details]

4. Certification by directors [if not director, replace with appropriate equivalent]

[Grantee name]

[Project number]

For the period [dd/ mm/yyyy] to [dd/ mm/yyyy]

We confirm that, to the best of our knowledge and believe, having made such enquiries as we considered necessary for the purpose of appropriately informing ourselves:

Statement of grant income and expenditure

- a. We have fulfilled our responsibilities for the preparation of the statement of grant income and expenditure in accordance with the cash basis of accounting and the terms of the grant agreement with the Commonwealth, represented by the Department of Industry, Science, Energy and Resources dated [enter date]; in particular, the statement of grant income and expenditure presents fairly in accordance therewith.
- b. All events subsequent to the date of the statement of grant income and expenditure which require adjustment or disclosure so as to present fairly the statement of grant income and expenditure, have been adjusted or disclosed.
- c. [Where applicable] The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the statement of grant income and expenditure as a whole. A list of the uncorrected misstatements is attached to this representation letter.
- d. That all Grantee contributions and other financial assistance were spent for the purpose of the project and in accordance with the grant agreement and that the Grantee has complied with the grant agreement and relevant accounting policies.
- e. That salaries and allowances paid to persons involved in the project are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

5. For Auditor use only

I certify that this statement of grant income and expenditure is the one used to prepare my independent audit report dated [enter date] for the Department of Industry, Science, Energy and Resources.

Signature

Name [enter name]

Position [enter position]

Auditor's employer [enter employer name]

Date [dd/mm/yyyy]

Attachment B - Independent audit report

Background for auditors

The purpose of the independent audit report is to provide us with an auditor's opinion on the Grantee's statement of grant income and expenditure. The statement of grant income and expenditure is prepared by the Grantee to correspond with the expenditure reported to the department by the Grantee for the same period, in the process of claiming grant payments.

The independent audit report must be prepared by a person who is an approved auditor.

An approved auditor is a person who is:

- a. registered as a company auditor under the *Corporations Act 2001* or an appropriately qualified member of Chartered Accountants Australia and New Zealand, or of CPA Australia or the Institute of Public Accountants; and
- b. not a principal, member, shareholder, officer, agent, subcontractor or employee of the Grantee or of a related body corporate or a Connected Entity.

The audit should be undertaken and reported in accordance with Australian Auditing Standards.

The independent audit report must follow the required format and include any qualification regarding the matters on which the auditor provides an opinion. We may follow up any qualifications with the Grantee or auditor. The independent audit report must be submitted on the auditor's letterhead.

Auditors must comply with the professional requirements of Chartered Accountants Australia and New Zealand, CPA Australia and the Institute of Public Accountants in the conduct of their audit.

If the auditor forms an opinion that the statement of grant income and expenditure does not give a true and fair view of the eligible expenditure for the period, the independent audit report should be qualified and the error quantified in the qualification section of the independent audit report.

The required independent audit report format follows.

Auditor's report

Independent audit report in relation to [Grantee name]'s statement of grant income and expenditure to the Commonwealth, represented by the Department of Industry, Science, Energy and Resources (the department).

We have audited:

- a. the accompanying statement of grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy], a summary of significant accounting policies and other explanatory information, and management's attestation statement thereon (together "the financial statement"). The financial statement has been prepared by management using the cash basis of accounting described in note 3.2 to the financial statement; and
- b. [Grantee name]'s compliance with the terms of the grant agreement between [Grantee name] and the Commonwealth dated [date of agreement] for the period [dd/mm/yyyy] to [dd/mm/yyyy] (the grant agreement).

We have:

- a. reviewed [Grantee name]'s statement of labour costs in support of its claim of eligible expenditure; and
- b. performed limited assurance procedures on [Grantee name]'s statement of employee numbers under the grant agreement].

Management's responsibility

Management is responsible for:

- a. the preparation and fair presentation of the financial statement in accordance with the basis of accounting described in note 3.2, this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in accordance with the grant agreement;
- b. compliance with the terms of the grant agreement;
- c. the preparation of the statement of employee numbers and labour costs in support of eligible expenditure; and
- d. such internal control as management determines is necessary to:
 - i enable the preparation of the financial statement and the statement of [employee numbers and]labour costs that are free from material misstatement, whether due to fraud or error; and
 - ii enable compliance with the terms of the grant agreement.

Auditor's responsibility

Our responsibilities are:

- a. To express an opinion, based on our audit, on:
 - i the financial statement; and
 - ii [Grantee name]'s compliance, in all material respects, with the terms of the grant agreement; and

- b. To conclude based on:
 - i our review procedures, on the statement of labour costs; and
 - ii our limited assurance procedures on the statement of employee numbers.

We conducted our audit of the financial statement in accordance with Australian Auditing Standards; our audit of compliance with the grant agreement in accordance with ASAE 3100, our review of the statement of labour costs in accordance with ASRE 2405[; and our limited assurance procedures on employee numbers in accordance with ASAE 3000]. The applicable Standards require that we comply with relevant ethical requirements and plan and perform our work to:

- a. obtain reasonable assurance about whether the financial statement is free from material misstatement and that [Grantee name] has complied, in all material respects, with the terms of the grant agreement; and
- b. obtain limited assurance as to whether anything has come to our attention that causes us to believe that the statements of employee numbers and labour costs are materially misstated.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement and about the Grantee's compliance with the grant agreement. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Grantee's preparation and fair presentation of the financial statement, and to the Grantee's compliance with the grant agreement, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Grantee's internal control. An audit also includes evaluating the appropriateness of accounting policies used by management, as well as evaluating the overall presentation of the financial statement.

A review consists of making enquiries and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Auditing Standards and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion on the statement of labour costs.

A limited assurance engagement undertaken in respect of the statement of employee numbers, in accordance with ASAE 3000 involves [level of detail about procedures to be determined by the auditor]. The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement; and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion, review and limited assurance conclusions.

Opinion

In our opinion:

- a. the financial statement presents fairly, in all material respects, the grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy] in accordance with the cash basis of accounting described in note 3.2 and the terms of the grant agreement, dated [date of agreement], with the Commonwealth; and

- b. [Grantee name] has complied, in all material respects, with the requirements of the grant agreement between the organisation and the Commonwealth dated [date of agreement], for the period [dd/mm/yyyy] to [dd/mm/yyyy].

Basis of Accounting and Restriction on Distribution

Without modifying our opinion, we draw attention to note 3.2 to the financial statement, which describes the basis of accounting. The financial statement is prepared to provide information to the department in accordance with the grant agreement, dated [date of agreement]. As a result, the financial statement may not be suitable for another purpose.

Use of Report

This report has been prepared for [Grantee name] and the department in accordance with the requirements of the grant agreement between [Grantee name] and the Commonwealth, dated [date of agreement]. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than [Grantee name] and the department, or for any purpose other than that for which it was prepared.

Conclusions

Based on:

- a. Our review, which is not an audit, nothing has come to our attention that causes us to believe that the statement of labour costs in the period [dd/mm/yyyy] to [dd/mm/yyyy] is not, in all material respects, fairly presented in accordance with the grant agreement dated [date of agreement] with the Commonwealth; and
- b. The procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that the statement of employee numbers as at [dd/mm/yyyy] is not prepared, in all material respects, in accordance with the grant agreement dated [date of agreement] with the Commonwealth].

Auditor's signature

Name [enter name]

Auditor's employer [enter employer name]

Employer's address [enter address]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]

Attachment C - Certification of certain matters by the auditor

The department also requires a certification of certain matters by the auditor in addition to the independent audit report. This should be submitted with the statement of grant income and expenditure and independent audit report.

The auditor who signs this certification must also initial and date a copy of the Grantee's statement of eligible expenditure. The department will not accept an independent audit report that lacks this attachment.

The required format of certification is on the following page.

[print on auditor letterhead]

[addressee]

Department of Industry, Science, Energy and Resources
GPO Box 2013
Canberra ACT 2601

I understand that the Commonwealth, represented by the Department of Industry, Science, Energy and Resources and [Grantee name] have entered into a grant agreement for the provision of financial assistance under the [grant opportunity name] to the Grantee for the project. A condition of funding under the grant agreement is that the Grantee provides a statement of grant income and expenditure certifying that expenditure on approved project items has been incurred within the relevant audit period and paid in accordance with the grant opportunity guidelines, and is supportable by appropriate documentation.

In fulfilment of the condition, I hereby certify that:

- a. I am a member of Chartered Accountants Australia and New Zealand/ CPA Australia/ the Institute of Public Accountants (as a Public Practice Certified Member).
- b. I have prepared the independent audit report on [Grantee name]'s, statement of grant income and expenditure in accordance with the details of the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy].
- c. I have reviewed the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy], and related grant opportunity guidelines and understand the requirements pertaining to financial reporting and eligible expenditure contained therein.
- d. I have signed the attached copy of [Grantee name]'s statement of eligible expenditure that I used to prepare the independent audit report.
- e. I have complied with the professional independence requirements of Chartered Accountants Australia and New Zealand/ CPA Australia/the Institute of Public Accountants. I specifically certify that I:
 - i am not, and have not been, a director, office holder, or employee of [Grantee name] or related body corporate of [Grantee name]
 - ii have not been previously engaged by [Grantee name] for the purpose of preparing their [grant opportunity name] application or any report required under the grant agreement
 - iii have no financial interest in [Grantee name].

Signature

Name [enter name]
 Qualifications [enter qualification]
 Position [enter position]
 Date [dd/mm/yyyy]



Australian Government

Commonwealth Contract – Services

Reference ID: SALT2023/24

Customer

Customer Name: Department of Employment and Workplace Relations
Customer ABN: 96 584 957 427
Address: 50 Marcus Clarke Street (GPO Box 9828)
Canberra ACT 2601

Supplier

Full Name of the Legal Entity: Supporting and Linking Tradeswomen (SALT) Inc
Supplier ABN: 36 249 620 149
Address: 94-98 Jardine Street, Fairy Meadow, NSW 2519

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless:

- a) it is terminated earlier; or
- b) the Customer exercises the Contract Extension Option; in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Details
Contract Start Date:	Wednesday 26 April 2023
Contract Term:	This Contract will terminate on Friday 29 November 2024
Contract Extension Option:	Department of Employment and Workplace Relations may extend the term of the Contract for a further period (or periods) of up to 6 months in total, which may be taken in whole or in part, and in any number or combination of time periods.

C.A.2 The Requirement

The Australian Government's vocational educational and training (VET) Information Strategy aims to build awareness and improve perceptions about the broader VET system. Under the VET Information Strategy, activities focus on face-to-face engagement and resources to support VET stakeholders, career decision makers and their influencers better understand VET pathways and connect with training.

The VET Information Strategy is delivered by the Department of Employment and Workplace Relations (the department).

You must deliver 52 workshops and/or try-a-trade exhibitions at schools and public events to promote VET qualifications and career pathways to young women and their career influencers, contributing to the shift in perceptions so more Australians understand the benefits VET can provide. The hands-on workshops or Try-a-Trade workshops at schools or community events are to help women understand the careers open to them. You must ensure that:

1. Locations

- a. at least one workshop occurs in a major metropolitan centre in each state and territory of Australia
- b. at least two workshops occur in one or more regional areas in each state and territory of Australia
- c. additional workshops are delivered in targeted areas, such as those determined to have a high need or growth. These locations and their reason for inclusion are to be provided to the Contract Manager for approval by the department
- d. the location and delivery schedule of hands-on workshops or Try-a-Trade workshops is to be agreed to by the department after the Planning Meeting.

2. Workshop delivery

- a. workshops are delivered in line with state and territory requirements
- b. workshops are delivered using SALT's unique mobile workshop and supervised by suitable qualified tradespeople
- c. workshops must, at a minimum, include:
 - i. a safety induction — all participants must wear personal protective equipment (PPE) and must follow all instruction from their tradesperson
 - ii. an introduction project that highlights the appropriate use of tools for measuring, cutting and assembling. Each tool is to be explained and correct use shown and overseen
- d. encourage media to increase awareness of the workshops and their impact.

The program content will be branded, as agreed by the department.

3. Reporting

- a. provide a written report after each tour, which details the location, attendance statistics and promotion and forward schedule of all activity
- b. attend a videoconference meeting each month to provide an update on progress against the Implementation Project Plan
- c. provide a final report detailing overall reach and effectiveness.

Commonwealth Contract – Services

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards (or in its absence an international standard) including any requirements or standards specified in this Statement of Work. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards, including, but not limited to, those specified in this Statement of Work.

Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: <https://www.w3.org/WAI/intro/wcag>.

C.A.2(b) Security Requirements

None specified.

C.A.2(c) Work Health and Safety

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential Work Health and Safety issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. The Supplier will provide the Customer with a plan for approval.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any Work Health and Safety issues that arise.

C.A.2(d) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

Commonwealth Contract – Services

Reports

During the term of this Contract the Supplier must provide the Customer with reports as set out in the table below:

Report Type	Detailed Description	Due Date
Implementation Project Plan	Provide an Implementation Project Plan that identifies: <ul style="list-style-type: none"> • a timeline of activities • promotional strategy • reporting requirements and template, including: <ul style="list-style-type: none"> ○ event details <ul style="list-style-type: none"> ▪ location ▪ attendance statistics ▪ how event was promoted ▪ schedule of future activities ○ at a minimum, two case studies showcasing the highlights, breakthroughs or difficulties encountered from the previous months activities. 	Tuesday 9 May 2023
Progress Report	Provide a written progress report on the agreed template at the completion of each tour, as per the Implementation Project Plan.	As per Implementation Project Plan
Final Report	Provide a final report detailing: <ul style="list-style-type: none"> • overall reach and effectiveness of workshops • analysis of the project, including: <ul style="list-style-type: none"> ○ conclusions or recommendations (if any) arising from the activity • unaudited financial summary that includes: <ul style="list-style-type: none"> ○ funds received and expended in the major categories ○ statement that this is true and accurate, and the funds were spent in accordance with the project ○ signed and dated. 	Monday 18 November 2024

C.A.2(e) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Videoconference/ Onsite
Planning meeting	Contract Manager	Once (Tuesday 2 May 2023)	Videoconference
Progress meeting	Contract Manager	20 th of each month or closest negotiated date (commencing Tuesday 20 June 2023 to Monday 21 October 2024)	Videoconference
Final report meeting	Contract Manager	Once (Tuesday 26 November 2024)	Videoconference

Commonwealth Contract – Services

C.A.2(f) Facilities and Assistance Offered by the Customer

The Customer will not make any facilities or assistance available to the Supplier.

C.A.2(g) Customer Material

The Customer will not provide any material.

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has or may have real or perceived or potential conflicts of interest (COI) relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act 2013* (PID Act). Prior to making a disclosure, refer to information available at: <http://www.ombudsman.gov.au/about/making-a-disclosure/information-for-disclosers>.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	s 22(1), Director
Email Address:	s 22(1)
Telephone:	s 22(1)

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	s 22(1) A/g Assistant Director
Email Address:	s 22(1)
Telephone:	s 22(1)

Commonwealth Contract – Services

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed \$660,000.00 as set out below.

Due Date	Milestone Description	Total Price GST Exclusive	GST	Total Price GST Inclusive
Wednesday 26 April 2023	On execution of contract	\$100,000.00	\$10,000.00	\$110,000.00
Tuesday 9 May 2023	On acceptance of Implementation Project Plan	\$150,000.00	\$15,000.00	\$165,000.00
Tuesday 20 June 2023	On acceptance of progress delivered verbally at the June 2023 Meeting	\$100,000.00	\$10,000.00	\$110,000.00
Friday 20 October 2023	On acceptance of progress delivered verbally at the October 2023 Meeting	\$100,000.00	\$10,000.00	\$110,000.00
Monday 20 May 2024	On acceptance of progress delivered verbally at the May 2024 Meeting	\$150,000.00	\$15,000.00	\$165,000.00
Tuesday 26 November 2024	On acceptance of the final report and the November 2024 Meeting	N/A	N/A	N/A

Total Fixed Price for Services \$660,000.00 GST Inclusive

C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer’s Contract Manager:

The person occupying the position of: Assistant Director
Currently: s 22(1)
Telephone: s 22(1)
Email Address: s 22(1)
Postal Address: Level 2
50 Marcus Clarke Street
CANBERRA ACT 2600

C.A.4(b) Customer’s Address for Invoices:

Addressee Name/Position Title: s 22(1), Assistant Director
Telephone: s 22(1)
Email Address: s 22(1)

The Customer’s preferred method of invoicing is by email.

C.A.4(c) Supplier’s Contract Manager:

Name/Position Title: s 22(1) President
Telephone: s 22(1)
Email Address: info@saltaustralia.org.au
Postal Address 94-98 Jardine Street, Fairy Meadow NSW 2519

C.A.4(d) Supplier’s Address for Notices

As above.

C.A.5 Specified Personnel

None specified.

C.A.6 Subcontractors

None specified.

Commonwealth Contract – Services

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contact Terms:

C.B.1 Intellectual Property

For the purposes of this clause, "Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

The Customer owns the Intellectual Property Rights in the Material created under this Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

Pre-Existing Intellectual Property of the Supplier

The Supplier grants to, or in the case of Third-Party Material, must obtain for, the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third-Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material.

C.B.2 Confidential Information of the Supplier

The Customer agrees that the following information meets the Commonwealth's confidentiality guidelines and agrees to treat the information as confidential unless required by law to disclose the information. The Customer retains the right to disclose any other information contained in this Contract.

C.B.3 Payment

The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a business day, on the next business day.

C.B.4 Notifiable Data Breaches

Eligible Data Breach means an 'Eligible Data Breach' as defined in the *Privacy Act 1988* (Cth).

Personal Information means 'Personal Information' as defined in the *Privacy Act 1988* (Cth).

- a) If the Supplier becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of this Contract or its provision of the Goods and/or Services, the Supplier agrees to:
 - (i) notify the Customer in writing as soon as possible, which must be no later than within three (3) days of becoming aware; and
 - (ii) unless otherwise directed by the Customer, carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- b) Where the Supplier is aware that there are reasonable grounds to believe there has been, or where the Customer notifies the Supplier that there has been, an Eligible Data Breach in relation to any Personal

Commonwealth Contract – Services

Information held by the Supplier as a result of this Contract or its provision of the Goods and/or Services, the Supplier must:

- (i) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Personal Information relates;
- (ii) unless otherwise directed by the Customer, take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth); and
- (iii) take any other action as reasonably directed by the Customer.

C.B.5 Child Safety

Child means an individual(s) under the age of 18 years and Children has a similar meaning;

Child-Related Personnel means officers, employees, contractors, agents and volunteers of the Supplier involved with the Services who as part of that involvement may interact with Children;

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;

National Principles for Child Safe Organisations means the National Principles for Child Safe Organisations, endorsed by the Council of Australian Governments as published by the Commonwealth Government (available at: <https://www.humanrights.gov.au/about/news/coag-endorses-national-principles-child-safe-organisations>);

Relevant Legislation means Legislation in force in any jurisdiction where any part of the Services may be carried out;

Working With Children Check or WWCC means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

Relevant checks and authority

- a) The Supplier must:
 - a. comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Services, including all necessary Working With Children Checks however described; and
 - b. ensure that Working With Children Checks obtained in accordance with this clause C.B.5a remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Services.

National Principles for Child Safe Organisations and other action for the safety of Children

- b) The Supplier agrees in relation to the Services to:
 - a. implement the National Principles for Child Safe Organisations;
 - b. ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
 - c. complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
 - d. put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause C.B.5b;
 - e. provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - i. the National Principles for Child Safe Organisations;
 - ii. the Supplier's risk management strategy required by this clause C.B.5b;
 - iii. Relevant Legislation relating to requirements for working with Children, including Working With Children Checks; and
 - iv. Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described.
 - f. provide the Commonwealth with an annual statement of compliance with clauses C.B.5a and C.B.5b, in such form as may be specified by the Commonwealth.

Commonwealth Contract – Services

- c) With reasonable notice to the Supplier, the Commonwealth may conduct a review of the Supplier's compliance with this clause.
- d) The Supplier agrees to:
 - a. notify the Commonwealth of any failure to comply with this clause C.B.5;
 - b. co-operate with the Commonwealth in any review conducted by the Commonwealth of the Supplier's implementation of the National Principles for Child Safe Organisations or compliance with this clause C.B.5; and
 - c. promptly, and at the Supplier's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause C.B.5.
- e) When Child Safety obligations may be relevant to a Subcontract, the Supplier must ensure that any subcontract entered into by the Supplier for the purposes of fulfilling the Supplier's obligations under the contract imposes on the Subcontractor the same obligations regarding Child Safety that the Supplier has under the Contract. Each subcontract must also require the same obligations (where relevant) to be included by the Subcontractor in any secondary subcontracts.

Commonwealth Contract – Services

Commonwealth Contract Terms

C.C.1 Background

- 1.1 The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Requirement.
- 1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

- 2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.
- 2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.
- 2.3 In all dealings related to the Contract, the Parties agree to:
 - a) communicate openly with each other and cooperate in achieving the contractual objectives
 - b) act honestly and ethically
 - c) comply with reasonable commercial standards of fair conduct
 - d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces, and
 - e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflicts of Interest

- 3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.
- 3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.
- 3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:
 - a) immediately report it to the Customer
 - b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and
 - c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.

- 3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

C.C.4 Precedence of Documents

- 4.1 The Contract is comprised of:
 - a) Additional Contract Terms (if any)
 - b) if the Contract is issued under a DoSO, the Contract Details Schedule
 - c) Statement of Work
 - d) Commonwealth Contract Terms
 - e) CCS Glossary and Interpretation, and
 - f) additional Contract annexes (if any), unless otherwise agreed in writing between the Parties.
- 4.2 If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.
- 4.3 The Contract may be signed and dated by the Parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law

- 5.1 The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement

- 6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 6.2 Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM or the RFQ as relevant remain correct.
- 6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.
- 6.4 If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival

- 7.1 All Additional Contract Terms (if any), plus clauses: C.C.14 [Liability of the Supplier] C.C.17 [Supplier Payments] C.C.20 [Transition Out], and C.C.21 [Compliance with Law and Policy], survive termination or expiry of the Contract.

C.C.8 Notices

- 8.1 A Notice is deemed to be delivered:
 - a) if delivered by hand - on delivery to the relevant address
 - b) if sent by registered post - on delivery to the relevant address, or

Commonwealth Contract – Services

Commonwealth Contract Terms

- c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is deemed to be delivered on the next working day in that place.
- C.C.9 Assignment**
- 9.1 The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.
- C.C.10 Subcontracting**
- 10.1 Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.
- 10.4 The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- 10.5 The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).
- C.C.11 Delivery and Acceptance**
- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the Contract and advise the Customer when it will be able to do so.
- 11.3 Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the Contract.
- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- 11.6 If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- 11.7 If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.
- C.C.12 Licences Approvals and Warranties**
- 12.1 At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- 12.2 The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- 12.3 To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.
- C.C.13 Specified Personnel**
- 13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (if any) perform

Commonwealth Contract Terms

- the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 13.2 At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:
- a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer
 - b) is not a fit and proper person, or
 - c) is not suitably qualified to perform the Services.
- 13.3 Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.
- C.C.14 Liability of the Supplier**
- 14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.
- 14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.
- 14.3 Where the Supplier is a member of a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding Commonwealth, State, Territory or legislation that limits civil liability arising from the performance of their professional services, and where that scheme applies to the Goods and/or Services delivered under the Contract, the Supplier's liability under this clause shall not exceed the maximum amount specified by that scheme or legislation.
- 14.4 The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.
- C.C.15 Termination or Reduction for Convenience**
- 15.1 In addition to any other rights either Party has under the Contract,
- a) the Customer acting in good faith, may at any time, or
 - b) the Supplier, acting in good faith, may notify that it wishes to,
- terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.
- 15.2 If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.
- 15.3 If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- 15.4 In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with C.C.11 [Delivery and Acceptance] and the Contract before the effective date of termination or reduction.
- 15.5 If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- 15.6 Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.
- C.C.16 Termination for Cause**
- 16.1 The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:
- a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract
 - b) the Customer rejects the Goods and/or Services in accordance with C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection
 - c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy
 - d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier, or
 - e) subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:
 - i. is unable to pay all its debts when they become due
 - ii. if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth), or
 - iii. if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966* (Cth).
- 16.2 Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

Commonwealth Contract – Services

Commonwealth Contract Terms

C.C.17 Supplier Payments

- 17.1 If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.
- 17.2 The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.
- 17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- 17.4 If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.18 Dispute Resolution

- 18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:
- both Contract Managers will try to settle the dispute by direct negotiation
 - if unresolved within five (5) Business Days, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")
 - if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation
 - failing settlement within twenty (20) Business Days of the Notice Date, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and
 - If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 18.2 Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant Party and act in good faith to genuinely attempt to resolve the dispute.
- 18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

18.4 Despite the existence of a dispute, the Supplier will continue their performance under the Contract unless requested in writing by the Customer not to do so.

18.5 This procedure for dispute resolution does not apply to action relating to C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In

19.1 The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.C.20 Transition Out

20.1 If the Contract expires or is terminated under C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

C.C.21 Compliance with Law and Policy

- 21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.
- 21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.
- 21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.
- 21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:
- immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and
 - comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

21.A Access to Supplier's Premises and Records

- A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under

Commonwealth Contract Terms

the Contract, including in connection with a request made under the *Freedom of Information Act 1982* (Cth) or an audit or review by the Australian National Audit Office.

- A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.
- A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.
- A.5 The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.
- 21.B Privacy Act 1988 (Cth) Requirements**
- B.1 In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and Subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.
- 21.C Notifiable Data Breaches**
- C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:
- immediately report it to the Customer and provide a written report within three (3) Business Days, and
 - carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:
- take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates
 - take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and
 - take any other action as reasonably directed by the Customer.
- 21.D Personal Information**
- D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.

- D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).
- D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).

21.E Confidential Information

- E.1 The Supplier agrees not to disclose to any person, other than the Customer, any Confidential Information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer.
- E.2 This obligation will not be breached where:
- the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
 - the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.
- E.3 The Customer may at any time require the Supplier to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer.
- E.4 The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential.
- E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.

21.F Security and Safety

- F.1 When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, such security and safety requirements.
- F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.
- F.3 The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

Commonwealth Contract Terms

F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

21.G Criminal Code

G.1 The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).

G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

21.H Fraud

H.1 The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.

H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

21.I Taxation

I.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

21.J Public Interest Disclosure

J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).

J.2 Information for disclosers is available at <https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>.



The Commonwealth Contract Terms are licensed under the Creative Commons [Attribution-NonCommercial-NoDerivatives 4.0 International License](https://creativecommons.org/licenses/by-nc-nd/4.0/) (CC BY NC ND 4.0 INT).

Commonwealth Contract – Services

Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

“Additional Contract Terms” means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading ‘Additional Contract Terms’.

“Additional DoSO Terms” means the terms and conditions set out in the section of the DoSO with the heading ‘Additional DoSO Terms’.

“Approach to Market” or **“ATM”** means the notice inviting Potential Suppliers to participate in the relevant procurement.

“Black Economy Policy” means the *Black economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-t369466>.

“Business Days” means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year’s Day.

“Closing Time” means the closing time and date as specified in the Approach to Market.

“Commonwealth Contracting Suite” or **“CCS”** means the suite of proprietary documents developed for Commonwealth procurements.

“Commonwealth Procurement Rules” means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

“Confidential Information” means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

- a) specifically identified as confidential in the Contract or DoSO
- b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
- c) where the information was provided under an understanding that it would remain confidential.

“Conflicts of Interest” means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier’s performance of the Contract or DoSO as relevant.

“Contract” means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

“Contract Details Schedule” means the section in a Contract issued under the DoSO with the heading ‘Contract Details Schedule’.

“Contract Manager” means the ‘Contract Manager’ for the Customer or Supplier representative (as relevant) specified in the Contract.

“Contract Price” means the maximum contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

“Correctly Rendered Invoice” means an invoice that:

- a) is correctly addressed and includes any purchase order number or other Customer reference advised by the Customer’s Contract Manager and the name and specified contact details of the Customer’s Contract Manager
- b) relates only to the Goods and/or Services that have been accepted by the Customer in accordance with the Contract or a payment or milestone schedule identified in the Contract
- c) is correctly calculated and charged in accordance with the Contract
- d) is for an amount which, together with previously Correctly Rendered Invoices, does not exceed the Contract Price, and
- e) is a valid tax invoice in accordance with the GST Act.

“Customer” means the party specified in the Contract as the Customer.

“Deed of Standing Offer” or **“DoSO”** means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

“Delivery and Acceptance” means the process by which Goods and/or Services are delivered to the Customer and accepted by the Customer as meeting the terms specified in the Contract.

Commonwealth Contract – Services

Commonwealth Contracting Suite Glossary and Interpretation

“DoSO Manager” means the ‘DoSO Manager’ for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

“Electronic invoicing” or “eInvoicing” means the automated exchange of invoices directly between the Customer and Supplier’s software or financial systems via the Peppol network, as long as both Parties are Peppol eInvoicing enabled.

“Eligible Data Breach” means an ‘Eligible Data Breach’ as defined in the *Privacy Act 1988* (Cth).

“End Date” means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

“Fraud” means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

“General Interest Charge Rate” means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) on the day payment is due, expressed as a decimal rate per day.

“Goods and/or Services” means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,

as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

“GST” means a Commonwealth goods and services tax imposed by the GST Act.

“GST Act” means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“Indigenous Procurement Policy” means the procurement connected policy as described at the National Indigenous Australians Agency website <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>.

“Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

“Lead Customer” means the party specified in the DoSO as the Lead Customer.

“Material” means any material used or brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

“Moral Rights” means the rights in Part IX of the *Copyright Act 1968* (Cth), including the right of attribution, the right against false attribution and the right of integrity.

“Notice” means an official notice or communication under the Contract or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

“Peppol” means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website <https://softwaredevelopers.ato.gov.au/eInvoicing>.

“Party” or “Parties” means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.

“Personal Information” means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

“Potential Customer” means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

“Potential Supplier” means any entity who is eligible to respond to an ATM.

“Pricing Schedule” means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

“Public Interest Certificate” means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

“Referenced Material” means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

“Request for Quote” or “RFQ” means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

Commonwealth Contracting Suite Glossary and Interpretation

“Required Capabilities” means:

- a) in the DoSO ATM, the description of the Lead Customer’s required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
- b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

“Requirement” means the description of the Goods and/or Services in:

- a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading ‘The Requirement’
- b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading ‘The Requirement’, or
- c) for the purposes of the Commonwealth Purchase Order Terms, the Customer’s purchase order or similar ordering document setting out the Goods and/or Services.

“Response” means information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

- a) provide the Requirement under the ATM or Request for Quote, or
- b) meet a Required Capability under the DoSO ATM.

“Satisfactory” in relation to the Black Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Black Economy Policy or, if the circumstances in Part 6.c of the Black Economy Policy apply, the conditions set out in Part 8 of the Black Economy Policy.

“Specified Personnel” means personnel specified in the Contract, or who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

“Standing Offer Arrangement” means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

“Standing Offer Details” means the section of the DoSO with the heading ‘Standing Offer Details’.

“Statement of Requirement” means the section of the Approach to Market with the heading ‘Statement of Requirement’.

“Statement of Tax Record” means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

“Statement of Work” means the section or schedule of the Contract (as the case may be) with the heading ‘Statement of Work’.

“Subcontractor” means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

“Supplier” means a party specified in the Contract or the DoSO as the Supplier.

“Valid” in relation to the Black Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Black Economy Policy.

Commonwealth Contract – Services

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and
- g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

Clause Reference	Section / Part	CCS Document
A.A.[x]	Statement of Requirement	CCS Approach to Market (ATM)
A.B.[x]	Commonwealth Approach to Market (ATM) Terms	
A.C.[x]	Additional Contract Terms	
C.A.[x]	Statement of Work	Commonwealth Contract
C.B.[x]	Additional Contract Terms	NOTE: Where relevant, this also forms part of a Contract formed under a DoSO.
C.C.[x]	Commonwealth Contract Terms	
P.C.[x]	Commonwealth Purchase Order Terms	
D.A.[x]	CCS DoSO ATM	
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	CCS Deed of Standing Offer (DoSO)
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

Commonwealth Contract – Services

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- c) Additional Contract Terms (if any);
- d) Statement of Work;
- e) Commonwealth Contract Terms;
- f) Commonwealth Contracting Suite Glossary; and
- g) Contract Annex 1 – Supplementary Information (if any).

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of Employment and Workplace Relations

ABN 96 584 957 427 by its duly authorised delegate in the presence of

Signature of witness
s 22(1)

Signature of delegate
s 22(1)

Name of witness (*print*)
s 22(1)

Name of delegate (*print*)
s 22(1)

Position of delegate (*print*)

ASSISTANT SECRETARY

Date:

26/4/2023

Executed by Fi Shewring **ABN 36 249 620 149** in accordance with Section 127 of the *Corporations Act 2001*

Signature of director
s 22(1)

Signature of director/company secretary
(Please delete as applicable)
s 22(1)

Name of director (*print*)
s 22(1)

Name of director/company secretary (*print*)
s 22(1)

Date:

24 April 2023

ROBINSON, Alice

s 22(1)

From: s 22(1)

Sent: Thursday, 1 February 2024 11:46 AM

To: s 22(1)

Cc:

Subject: Re: Contract variation 1 for the Supporting and Linking Tradeswomen (S.A.L.T.) for the 2023-24 trade workshops [SEC=OFFICIAL]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

s 22(1)
Hi

Many thanks for the confirmation of Variation 1 as discussed in our meeting. We are happy with the dates scheduled in your email of 1st February 2024.

Kind regards,

s 22(1)

Supporting and Linking Tradeswomen

SALT Head Office

94-98 Jardine Street

Fairy Meadow NSW 2519

Phone s 22(1)

info@saltaustralia.org.au

Website: saltaustralia.org.au

On Thu, 1 Feb 2024 at 11:05, s 22(1)

wrote:

Hi s 22(1)

Thanks for the email and letting us know. As discussed in our meeting, this email is to confirm the details of Variation 1 to the contract with Supporting and Linking Tradeswomen (S.A.L.T.) for the 2023-24 trade workshops, executed 26 April 2023 (attached). The National Careers Institute's financial delegate has approved the contract variation is to amend:

- Page 2 Contract Term: This Contract will terminate on Friday 30 May 2025.
- Page 5 Final Report: Monday 12 May 2025.
- Page 5 Progress Meeting: (commencing Tuesday 20 June 2023 to Thursday 10 April 2025)
- Page 5 Final report meeting: Thursday 22 May 2025
- Page 7 Thursday 22 May 2025: On acceptance of the final report and the May 2025 Meeting

If you agree, please reply email to confirm.

Happy to discuss the dates further if you like.

Many thanks

s
22(1)

From: s 22(1)
Sent: Wednesday, January 31, 2024 1:38 PM
To: s 22(1)
Cc: s 22(1)
Subject: Tasmanian Workshops moved to Term 1 2025

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s 22(1)

I have had confirmation today that Tasmania would prefer to run the workshops in Term 1 of 2025 as discussed with you previously.

We are also having the new logo applied to four of our vehicles this week, I will send you pictures once done.

Kind regards,

s 22(1)

Supporting and Linking Tradeswomen

SALT Head Office

94-98 Jardine Street

Fairy Meadow NSW 2519

Phone s 22(1)

info@saltaustralia.org.au

Website: saltaustralia.org.au

Notice:

The information contained in this email message and any attached files may be confidential information, and may also be the subject of legal professional privilege. If you are not the intended recipient any use, disclosure or copying of this email is unauthorised. If you received this email in error, please notify the sender by contacting the department's switchboard on 1300 488 064 during business hours (8:30am - 5pm Canberra time) and delete all copies of this transmission together with any attachments.

s 22(1)

Australian Skills Guarantee

What is the Australian Skills Guarantee and how will it work?

- The Australian Skills Guarantee (Skills Guarantee) will introduce **new national targets for apprentices, trainees, paid cadets, and women** on eligible Commonwealth-funded major projects.
- **From 1 July 2024**, targets will apply to new Commonwealth tender processes for **major building and construction and maintenance services (construction) and information and communications technology (ICT) procurements** with a total **contract value of \$10 million or more**.
- Targets will not apply retrospectively and will **apply to approaches to market released from 1 July 2024**.
- Where the approach to market has already been released prior to 1 July 2024, contracting agencies will aim to negotiate with suppliers to include the Skills Guarantee model clauses in contract terms, for contracts created from 1 July 2024 (see [Attachment A](#) for further details), noting this is not mandatory. Additional guidance will be made available to agencies on where this arrangement might be best applied.

s 22(1)

Targets

	Overarching apprentice/trainee target	Targets for women
Major construction projects Total contract value \$10 million or more	Requires a minimum of 10% of all labour hours spent on the project be undertaken by apprentices/trainees.	<ul style="list-style-type: none"> • <u>Overarching apprentice/trainee target for women</u> initially requires a minimum of 6%* of all apprentice/trainee labour hours to be undertaken by women. • <u>Trade-specific apprentice/trainee target for women</u> initially requires a minimum of 4%* of trade apprentice/trainee labour hours to be undertaken by women. <i>*targets for women increase each financial year</i>
Flagship construction projects Total contract value \$100 million or more	Requires a minimum of 10% of all labour hours spent on the project be undertaken by apprentices/trainees.	<ul style="list-style-type: none"> • Flagship construction projects will be required to set more ambitious targets for women. • They will also be required to prepare Gender Equality Action Plans outlining how targets will be achieved (consulting with Office for Women and Workplace Gender Equality Agency to design Gender Equality Action Plans).
Major ICT projects Total contract value \$10 million or more	<ul style="list-style-type: none"> • Initially the targets will be negotiated with suppliers on a project-by-project basis. • Targets will be based on workforce information provided by suppliers during the tender process. 	

Total Budget
\$19.1 million
(Departmental)

Budget \$m					
Budget Round	2023-24 Estimate	2024-25 Estimate	2025-26 Estimate	2026-27 Estimate	Total
2023-24	2.8	2.1	2.1	1.5	8.5
2024-25		6.5	1.7	2.4	10.6

Department of Employment and Workplace Relations