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## GRANT AGREEMENT

- Recipient:** [Insert name and address of Recipients] (ABN: #) (**Recipient**)
- Equipment/Activity:** The Equipment and/or Activity listed in Schedule 1 of this Agreement (**Equipment/Activity**)
- Grant Amount:** An amount calculated in accordance with Schedule 1 of this Agreement (**Grant**)
- Funding Program:** Agriculture Energy Investment Plan (AEIP) (**Funding Program**)  
Tier 1 Grants

As part of its administration of the Funding Program, the Department of Jobs, Precincts and Regions (**Department**) agrees to provide the Grant to the Recipient on the following terms:

1. The Department will pay the Grant to the Recipient for the Equipment purchased and installed and/or Activity undertaken as specified in Schedule 1 and in accordance with the terms of this Agreement.
2. This Agreement starts on the Commencement Date and ends on the Completion Date as specified in Schedule 1, unless otherwise varied in writing by the Department.
3. If the purpose for which the Grant has been provided is not completed by the Completion Date, the Department may at its option terminate this Agreement.
4. If the Department terminates this Agreement in accordance with clause 3, the Recipient will not be entitled to any amount of the Grant.
5. The Recipient must only use the Equipment and/or undertake the Activity for:
  - (a) the purposes set out in the Recipient's grant application;
  - (b) the ordinary course of the Recipient's farm business; and
  - (c) the objectives of the Funding Program, being the improvement of energy productivity, management of energy costs, improving reliability and supporting own-generation capacity for farms in Victoria.
6. The Grant will be paid by the Department to the Recipient in one (1) payment upon receipt of the following:
  - (a) a signed copy of this Agreement;
  - (b) proof of purchase for the Equipment and/or completion of the Activity;
  - (c) a valid tax invoice for the Grant amount, addressed to the Department; and
  - (d) a signed copy of the declaration set out in Annexure A to this Agreement, which is to be completed by the Recipient after the purchase of the Equipment and/or completion of the Activity.
7. The proof of purchase and installation and/or completion required by the Department under clause 6(b) of this Agreement must be to the Department's reasonable satisfaction, in its absolute discretion. Such evidence must include an itemised receipt or tax invoice issued to the Recipient by the vendor/seller of the Equipment and/or business undertaking the Activity and must include details of the Equipment purchased

and/or Activity undertaken and the price paid (including details of any GST paid by the Recipient). Where any electrical work has been undertaken in relation to the Equipment and/or Activity, a certificate of electrical compliance will also be required.

8. The Recipient acknowledges and agrees that the Grant is a reimbursement for the cost of the Equipment and/or Activity and therefore will not attract GST. As the Recipient is registered for GST purposes, the Recipient can claim an input tax credit for the GST paid by the Recipient for the purchase of the Equipment and/or Activity, which means the sum payable by the Department to the Recipient will be exclusive of any GST paid by the Recipient for the purchase of the Equipment and/or Activity.
9. The Recipient will be solely responsible for the purchase of the Equipment and/or completion of the Activity and its ongoing use, repair, maintenance and/or replacement.
10. The Recipient must not sell, lease, or otherwise transfer ownership of the Equipment without the written consent of the Department for a period of one (1) year following payment by the Department.
11. Nothing contained within this Agreement creates any obligation, commitment or undertaking by the Department to provide additional or further funding or assistance to the Recipient beyond that provided under this Agreement.
12. Neither the Recipient nor its employees, servants or agents will by reason of the Grant, be or become an agent of or in the service or employment of the State of Victoria in relation to the Equipment and/or Activity or the Funding Program for any other purpose whatsoever.
13. The Recipient will be responsible for all matters associated with its employees, servants or agents, including maintaining workers compensation insurance for its employees and public liability insurance for its employees, servants or agents, which is a condition of this Agreement.
14. Upon request, the Recipient must permit the Department and/or the Auditor General of Victoria access to accounting records relating to the Grant.
15. If the Recipient breaches this Agreement or if the Department is of the reasonable opinion that the Recipient has engaged or may engage in any conduct which, affects or may adversely affect the goodwill or reputation of the Recipient, the Funding Program, the Department, a Minister, or the State, the Department may in its absolute discretion:
  - (a) withhold any payment due to be made under this Agreement;
  - (b) require the repayment to the Department of the whole or part of the Grant, as may be determined by the Department; and/or
  - (c) by written notice terminate this Agreement.
16. Where the Department is of the reasonable opinion that:
  - (a) there has been a significant deterioration in the financial circumstances of the Recipient;
  - (b) the Recipient is subject to an insolvency administration; or
  - (c) continued association with the Recipient may bring a Minister, the Department or the State into disrepute,the Department may in its absolute discretion withhold, suspend, cancel or terminate any payment or payments due or to fall due and/or by written notice terminate this Agreement.
17. The Department reserves the right to publicise the benefits accruing to the Recipient and the State of Victoria as the result of the provision of this Grant. In particular, the

Recipient must participate in any surveys or evaluations demonstrating the energy productivity outcomes achieved for a period of up to three (3) years in respect of the Funding Program which the Department reasonably requires and consents to the Recipient's responses being published by the Department. The Department may also include the name of the Recipient and the amount of the Grant in its annual report.

18. The Recipient indemnifies the Department, its officers, employees and agents against any cost, loss, liability or expense incurred by the Department howsoever arising from any act or omission of the Recipient in connection with the Equipment and/or Activity or breach of this Agreement by the Recipient.
19. Any variations to this Agreement must be in writing and signed by both parties.
20. Each provision of this Agreement (or part) will, unless the context requires otherwise, be read and construed as a separate or severable provision so that if any provision or part is void or otherwise unenforceable for any reason, then that provision or part, will be severed and the remainder will be read and construed as if the severable provision or part, had never existed.
21. The laws of the State of Victoria will govern this Agreement and the parties submit themselves to the jurisdiction of the courts in the State of Victoria.

The parties agree to be bound by the above terms and conditions.

**Recipient**

**Authorised Signatory:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Department**

**Authorised Signatory:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Please sign and return the originals of this Agreement in the envelope provided to the address below.

A copy of the counter-signed Agreement will be provided for your records.

**[Name of Agriculture Victoria Officer]**

C/- Program Centre  
Department of Jobs, Precincts and Regions  
Level 35, 121 Exhibition St  
MELBOURNE VIC 3000

## SCHEDULE 1

<b>Grant Amount:</b> (Clause 1)	An amount of up to <b>[\$INSERT..]</b> (exclusive of GST)*  <i>* If the final cost of the Equipment/Activity is less than the cost as specified below, the Grant Amount will be adjusted to an amount up to 50% of the final cost to a maximum of \$50,000.</i>
<b>Cost of Equipment/Activity:</b>	The cost of the Equipment/Activity is <b>[\$INSERT..]</b> (exclusive of GST).
<b>Recipient Cash Co-Contribution</b>	The amount of the Recipient's cash co-contribution is <b>[\$INSERT..]</b>
<b>Equipment /Activity</b>	<i>[insert items approved to purchase and/or activity to be undertaken pursuant to their grant application.]</i>
<b>Commencement Date:</b>	<i>[insert date]</i>
<b>Completion Date:</b>	<i>[insert date]</i>

**ANNEXURE A – Statutory Declaration**

State of Victoria

**Statutory Declaration**

I, \_\_\_\_\_  
[full name]

of \_\_\_\_\_  
[address]

\_\_\_\_\_,  
[occupation]

do solemnly and sincerely declare that:-

- 1. I am the Recipient, or an authorised signatory for the Recipient, for the funding set out in the Grant Agreement dated ..... between [insert name]..... (Recipient) and the State of Victoria (Agreement).
- 2. The Recipient has purchased Equipment and/or undertaken the Activity (as defined in the Agreement) for the total cost of.....
- 3. As at the date of this declaration, the Recipient retains possession of the Equipment and it is used solely for the purposes set out in the Agreement.
- 4. The Recipient has complied with all of his/her/its obligations under the Agreement.

**I acknowledge that this declaration is true and correct, and I make it with the understanding and belief that a person who makes a false declaration is liable to the penalties of perjury.**

Declared at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

.....  
Signature of person making this declaration  
[to be signed in front of an authorised witness]

Before me,

.....  
Signature of Authorised Witness

The authorised witness must print or stamp his or her name, address and title under section 107A of the *Evidence (Miscellaneous Provisions) Act 1958* (as of 1 January 2010), (previously *Evidence Act 1958*), (eg. Justice of the Peace, Pharmacist, Police Officer, Court Registrar, Bank Manager, Medical Practitioner, Dentist)