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## GRANT AGREEMENT

**Recipient:** *[Insert name and address of the Recipient]*(ABN: #)(the **Recipient**)

**Grant Amount:** *[\$insert]* (exclusive of GST) (the **Grant**)

**Project:** *[Insert description of Project/purpose for the Grant]* (the **Project**)

The State of Victoria as represented by the Department of Jobs, Precincts and Regions (the **Department**) agrees to provide the Grant to the Recipient on the following terms:

1. The Department will advance the Grant in accordance with these terms and subject to receipt of each of the Payment Deliverables as specified in Schedule 1.
2. The Recipient must apply the Grant solely for the Project.
3. The Grant shall be increased by an amount equal to any GST payable with respect to the taxable supply for which payment is made provided that with the claim for payment, the Recipient submits a tax invoice, unless the parties have agreed in writing to have issued a recipient created tax invoice. The total amount of moneys paid under this Agreement will be increased to include the total amount of GST payable.
4. The Recipient must commence the Project by *[insert date]* (the **Commencement Date**) and satisfactorily complete the Project by *[insert date]* (the **Completion Date**).
5. The Recipient shall be responsible for the running of the Project. The Recipient must promptly advise the Department if the Recipient will not or may not perform or complete the Project. In such event the Department may require the refund of the whole or part of the Grant as deemed appropriate.
6. The Grant is provided on the basis that the balance of funds will be made available by the Recipient to ensure completion of the Project. Nothing contained in this Agreement is to be construed as creating any obligation, commitment or undertaking by the Department to provide additional or further funding or assistance beyond that provided in this Agreement.
7. Neither the Recipient nor its employees, servants or agents shall 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 Project or for any other purpose whatsoever and the Recipient shall be responsible for all matters requisite as employer or otherwise in relation to such persons
8. The Recipient must provide to the Department each of the reports at the times specified in Schedule 2 and such other information in relation to the Project and the expenditure of the Grant as the Department requests. The Recipient hereby grants to the Department a non-exclusive, paid up licence to reproduce, publish or otherwise use

for non-commercial purposes the reports and any documents and other materials provided by the Recipient under this Agreement.

9. The Recipient warrants that any intellectual property used by it in connection with the Project or the reports and any documents and other materials provided by the Recipient to the Department under this Agreement are the sole property of the Recipient or the Recipient is legally entitled to use that intellectual property.
10. The Recipient must account for the Grant and all Project expenditure separately from other funds of the Recipient and in accordance with generally accepted accounting principles.
11. Upon request, the Recipient must permit the Department and/or the Auditor General of Victoria access to accounting records relating to the Project and where relevant, inspect any Project works, the Project site or any equipment relating to the Project.
12. If the Recipient breaches this Agreement or if the Department is of the reasonable opinion that-:
  - (a) the Project is not proceeding satisfactorily; or
  - (b) the Recipient has engaged or may engage in any conduct which, affects or may adversely affect the goodwill or reputation of the Recipient, the Project, the Department, a Minister, or the State,the Department may in its absolute discretion-:
  - (c) withhold any payment due to be made under this Agreement;
  - (d) require the repayment to the Department of the whole or part of the Grant as may be determined by the Department ; and/or
  - (e) by written notice terminate this Agreement.
13. 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 Project, or 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.
14. The Department reserves the right to publicise the benefits accruing as the result of the provision of this Grant. The Department may issue a mutually agreeable media release regarding the Project. The Recipient must not publicise the Grant until after the publicity release by the Department without the approval of the Department.

15. The Department may include the name of the Recipient and the amount of the Grant in its annual report.
16. The Recipient indemnifies the Department, its officers, employees and agents against any cost, loss, liability or expense incurred by the Department arising from any act or omission of the Recipient in connection with the Project or breach of this Agreement by the Recipient.
17. Any variations to this Agreement or to the Project must be in writing and signed by both parties.
18. Each provision of this Agreement (or part thereof) will, unless the context requires otherwise, be read and construed as a separate or severable provision so that if any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part thereof, will be severed and the remainder will be read and construed as if the severable provision or part thereof, had never existed.
19. The laws of the State of Victoria shall 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 original of this Grant Agreement to the address below.

A copy will be provided for your records.

*[Name of Client Manager]*

*[Title of Client Manager]*

Department of Jobs, Precincts and Regions  
 GPO Box 4509  
 MELBOURNE VIC 3001

# SCHEDULE 1

## PAYMENT TERMS

Each Grant instalment will be advanced within 30 days of receipt by the Department of each of the Payment Deliverables set out below in form and substance satisfactory to the Department:

Payment Deliverables	Amount	Due Date
<b>First Instalment</b> <i>[Payment Deliverables to be inserted based on application and Department's requirements]</i>	\$[#] (exclusive of GST)	[insert date]
<b>Second Instalment</b> <i>[Payment Deliverables to be inserted based on application and Department's requirements]</i>	\$[#] (exclusive of GST)	[insert date]
<b>Total</b>	\$[#] (exclusive of GST)	

# SCHEDULE 2

## REPORTS

The Recipient must provide the following reports to the Department:

*[To be inserted based on application and Department's requirements]*

## SCHEDULE 3 – STATUTORY DECLARATION

### Instructions for completing a statutory declaration

Please complete the following form using the notes in the left-hand margin for guidance. More guidance on making statutory declarations can be found at [www.justice.vic.gov.au](http://www.justice.vic.gov.au).

When making the statutory declaration the declarant must say aloud:

I, [full name of person making declaration] of [address], declare that the contents of this statutory declaration are true and correct.

*Insert the name, address and occupation (or alternatively, unemployed or retired or child) of person making the statutory declaration.*

I,

make the following statutory declaration under the **Oaths and Affirmations Act 2018**:

*Set out matter declared to in numbered paragraphs. Add numbers as necessary.*

1. I am a Director of the [insert name of Recipient] (the **Recipient**).
2. The Recipient has complied with all of its obligations under the Grant Agreement dated [insert date] (the **Agreement**) between the Recipient and the State of Victoria.
3. The Recipient has incurred [insert \$#] of Project Expenditure as at [insert date] in accordance with the terms of the Agreement.
4. The accounts relating to the Project as attached to this Statutory Declaration are true and correct.\*
5. [Insert any other details as required – delete if nothing else is required]

**I declare that the contents of this statutory declaration are true and correct and I make it knowing that making a statutory declaration that I know to be untrue is an offence.**

*Signature of person making the declaration*

*Place (City, town or suburb)*

**Declared at**

**\*in the state of Victoria**

*Date*

on

*Signature of authorised statutory declaration witness*

**I am an authorised statutory declaration witness and I sign this document in the presence of the person making the declaration:**

*Date*

on

*Name, capacity in which  
authorised person has  
authority to witness  
statutory declaration,  
and address (writing,  
typing or stamp)*

A person authorised under section 30(2) of the **Oaths and Affirmations Act 2018** to witness the signing of a statutory declaration.

Note: The person making the declaration as well as the authorised witness must initial each page of the statutory declaration if the declaration is comprised of more than one page, which includes any exhibits to the declaration.

*\*Note: The Project accounts should, at a minimum, itemise the Project Expenditure and, in relation to each item, describe the nature of expenditure, the amount and the connection to the Project.*

## Certificate Identifying Exhibit

This certificate is used to identify a document as an exhibit to the statutory declaration.

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Title of document:

Date of document (dd/mm/yyyy):

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**The attached document is an exhibit to the statutory declaration and is now produced and shown to the witness identified above in their capacity as a qualified statutory declaration witness.**

Name of person making the statutory declaration:

*Signature of person making declaration*

←

*Date (dd/mm/yyyy)*

on

Name of witness:

*Address*

of

*Signature of statutory declaration witness*

←

*Date (dd/mm/yyyy)*

on

Qualification as a statutory declaration witness:

*(writing, typing or stamp)*

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