**GRANT AGREEMENT**

[*Insert Program name*]

[PROJECT TITLE]

**THE STATE OF VICTORIA**

as represented by its

**DEPARTMENT OF JOBS, SKILLS, INDUSTRY AND REGIONS**

AND

**[RECIPIENT]**

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**GRANT AGREEMENT**

# DATE

# PARTIES

This Agreement is made between and binds the following parties:

Name: The Crown in right of the State of Victoria (**State**) as represented by its Department of Jobs, Skills, Industry and Regions (**Department**)

ABN: 83 295 188 244

Address: 121 Exhibition Street

 Melbourne VIC 3000

**AND**

Name: [insert Recipient name] (**Recipient**)

ABN: [insert ABN]

Address: [insert address]

# BACKGROUND

1. The State acting through the Department may make payment from monies appropriated by Parliament for the purposes of the economic development of Victoria.
2. The Recipient desires to carry out the Project and has applied for a Grant through the [*Insert program name*] to assist it with the Project.
3. In consideration of the Department providing the Grant to the Recipient for the purposes of the Project, the Recipient agrees to be bound by the terms of this Agreement.
4. This Agreement is legally binding upon the Recipient and the State.

# GRANT TERMS & CONDITIONS

## DEFINITIONS & INTERPRETATION

* 1. Definitions

If used in this Agreement, unless the context requires otherwise:

**Accounts** means accounts, records and supporting data in relation to the Project;

**Agreement** means this Grant Agreement including the Grant Details and all schedules and annexures;

**Audit Opinion** means an audit opinion which must be prepared in the form set out in Annexure B or Annexure C of this Agreement (or such other form approved by the Department) by a person who is not an officer or employee of the Recipient and:

* + 1. is a person who is registered as a company auditor under a Law in force in the State; or
		2. is a member of Chartered Accountants Australia and New Zealand or of CPA Australia;

**Business Day** means a day which is not a Saturday, Sunday or a public holiday in Victoria;

**Capital Expenditure** means expenditure on buildings, plant, equipment, tools or other items of a capital nature but does not include any recurrent or other costs which are not capitalised;

**Change of Control** means, in relation to the Recipient, a change in the effective control of the Recipient by way of a change to the:

* + 1. control of the composition of the Recipient’s board of directors; or
		2. control of more than half of the voting power of the Recipient;

**Commencement Date** means the date, if any, set out in the Grant Details;

**Completion Date** means the date set out in the Grant Details;

**Confidential Information** means details of the Grant, the terms and conditions contained in this Agreement and all other confidential or commercially sensitive information provided by the Department or the State to the Recipient in the context of this Agreement or the Project;

**Due Date** means the date for the delivery of the Payment Deliverables by the Recipient as set out in Part C (Payment Terms) of the Grant Details;

**Employees** means full time or part time employees of the Recipient with respect to whom Victorian payroll tax is payable. For the purpose of calculating the number of employees:

* + 1. figures must be based on payroll details as at the last pay day in each month throughout the period of the calculation; and
		2. part-time employees are to be included on a pro rata basis by reference to their working hours (on a full time equivalent employee basis). Employees working in excess of standard full time hours shall only be counted as one employee;

**Evidence** means evidence to the satisfaction of the Department;

**Facility** means the facility or facilities at the Project Site;

**Grant** means any funds paid or to be paid by the Department to the Recipient, in accordance with the terms of this Agreement;

**Grant Amount** means the amount set out in the Grant Details;

**Grant Details** means the details of the Grant and the Project attaching to and forming part of this Agreement;

**GST** has the meaning given in the GST Law;

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Intellectual Property** includes business names, copyrights, and all rights in relation to inventions, patents, registered or unregistered trade marks (including service marks), registered designs, and semi-conductor and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

**Insolvency** **Event** means the occurrence of any of the following:

* + 1. a liquidator, provisional liquidator, administrator, trustee in bankruptcy, receiver or receiver and manager or similar officer is appointed in respect of the Recipient or any asset of the Recipient;
		2. a distress, attachment or other execution is levied or enforced upon or against any assets of the Recipient and in the case of a writ of execution or other order or process requiring payment, it is not withdrawn or dismissed within ten (10) Business Days;
		3. an order is made for the administration, dissolution or winding up of the Recipient, or an application to the courts is made (and is not stayed or dismissed within twenty (20) Business Days after being made), or a resolution is passed for the administration, dissolution or winding up of the Recipient other than for the purposes of a Solvent reconstruction or amalgamation on terms approved by the Department;
		4. the Recipient ceases or threatens to cease, to carry on its business or payment of its debts generally, other than for the purposes of a Solvent reconstruction or amalgamation on terms approved by the Department;
		5. the Recipient enters, or resolves to enter into any scheme of arrangement or composition with its creditors generally, or any class of its creditors, other than for the purposes of a Solvent reconstruction or amalgamation on terms approved by the Department;
		6. an inspector is appointed under any Law related to companies to investigate all or any part of the affairs of the Recipient in relation to a possible contravention by the Recipient of that Law and the appointment:
		7. is not withdrawn within ten (10) Business Days; and
		8. in the reasonable opinion of the Department, may have a material adverse effect;
		9. the Recipient is unable to pay its debts when they fall due, or is deemed unable to pay its debts under any applicable Law (other than as a result of a failure to pay a debt or claim which is the subject of a good faith dispute);
		10. for a registered corporation under the *Corporations Act 2001* (Cth), a step taken under section 601AA, 601AB or 601AC of the *Corporations Act 2001* (Cth) to cancel its registration; or
		11. in relation to an entity subject to the laws of any jurisdiction other than a jurisdiction in Australia, something having substantially similar effect to any of the things described in paragraphs (a) to (h) occurs in connection with that entity under the laws of that jurisdiction;

**Law** means any law operating in Victoria under common law, equity or statute and including any applicable exchange listing rules, all regulations, by-laws, approvals and relevant requirements of any Commonwealth, State or local authority;

**Payment Deliverables** means each of the documents and other deliverables set out in the Grant Details, required to be delivered to the Department prior to payment of any Grant instalment;

**Payment Terms** means the schedule of Grant instalments set out in the Grant Details;

**Project** means the project described in the Grant Details;

**Project Assets** means plant, equipment, tools and other equipment of a capital nature which in whole or in part have been or will be acquired or created as a result of the Project;

**Project Employees** means Employees of the Recipient employed in direct connection with the Project but which excludes persons already employed by the Recipient in Victoria as at the date of this Agreement. For the purpose of calculating the number of Project Employees:

* + 1. all positions must be newly created positions which have not been transferred from the Recipient’s existing operations, if any, in Victoria; and
		2. if the Recipient merges with, takes over or acquires the undertakings or business operations of another organisation, (other than just winning business from another operator), the number of employees of that organisation who are already employed in Victoria and are subsequently employed by the Recipient at the Facility shall not be included as Project Employees;

**Project Expenditure** means the sum of Capital Expenditure and other Project related non-capitalised expenditure incurred or to be incurred by the Recipient on the Project but does not include internal costs, resources or salaries;

**Project Outcomes** means the expected outcomes of the Project, as specified in the Grant Details;

**Project Site** means the site or sites in Victoria where the Project is to be undertaken;

**Recipient Commitments** means each of the commitments, if any, given by the Recipient in respect of the Project and/or this Agreement set out in the Grant Details;

**Refund Event** means each of the events, if any, set out in the Grant Details;

**Report** means each report to be provided by the Recipient as set out in the Grant Details;

**Required Insurances** means each of the insurances, if any, set out in the Grant Details;

**Solvent** has the meaning given in the *Corporations Act 2001* (Cth);

**Statutory Declaration** means a Statutory Declaration in the form annexed to this Agreement (or such other form as may be approved in writing by the Department) and declared by a Director of the Recipient (or such other person as may be approved in writing by the Department); and

**Tax Invoice** has the same meaning as specified in the GST Law.

* 1. Interpretation

In this Agreement, unless the context requires otherwise:

* + 1. monetary references are references to Australian currency;
		2. the clause and sub-clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
		3. a cross reference to a clause number is a reference to all its sub-clauses;
		4. words in the singular number include the plural and vice versa;
		5. words importing a gender (including neutral pronouns) include any other gender;
		6. a reference to the word “include” or “including” is to be interpreted without limitation;
		7. where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
		8. a reference to a person includes a partnership and a body whether corporate or otherwise;
		9. if the Recipient consists of more than one person those persons shall be jointly and severally bound under this Agreement;
		10. a reference to the Department includes any duly authorised officer or agent and its successor Government department and all references to the Department will be read and construed as references to the State;
		11. a reference to a clause or sub-clause is a reference to a clause or sub-clause of this Agreement;
		12. any uncertainty or ambiguity in the meaning of a provision of this Agreement will not be construed to the disadvantage of a party solely on the basis that it proposed that provision; and
		13. where this Agreement refers to a matter being to the ‘satisfaction’ of a party, this means to the satisfaction of that party in its absolute discretion.

## TERM OF AGREEMENT

* 1. This Agreement will commence on the date of this Agreement and continue until the Recipient has completed all its obligations under this Agreement to the satisfaction of the Department unless terminated earlier by the Department.

## PAYMENT OF GRANT

* 1. Subject to and in accordance with the terms of this Agreement, the Department will advance to the Recipient the Grant Amount in the instalments specified in the Payment Terms.
	2. Each Grant instalment is conditional upon the Recipient having provided to the Department each relevant Payment Deliverable including all Payment Deliverables applicable to any previous Grant instalment.
	3. The Recipient must apply the Grant and any interest derived by the Recipient from Grant monies paid to the Recipient solely for the purposes of the Project.
	4. If the Recipient fails to achieve any of the Payment Deliverables as specified in the Grant Details the Department is not obliged to advance any Grant instalment but may, in its absolute discretion, at the request of the Recipient, agree to a variation of this Agreement to enable an adjusted Grant instalment to be advanced having regard to:
		1. the amount of Capital Expenditure and/or Project Expenditure incurred by the Recipient on the Project;
		2. the number of Project Employees achieved by the Recipient; or
		3. any other factors the Department deems appropriate.
	5. Any amount advanced by the Department under clause 3.4 may be calculated as the Department deems appropriate in its absolute discretion.
	6. The Department may, in its absolute discretion, extend any of the dates for the provision of the Payment Deliverables.

## PROJECT

* 1. The Recipient must commence the Project by the Commencement Date and must complete the Project by the Completion Date. The Department may in its absolute discretion extend the Commencement Date or the Completion Date.
	2. If the Recipient has not commenced the Project by the Commencement Date, the Department may by written notice immediately terminate this Agreement.
	3. The Recipient must:
		1. exercise due care, skill and judgment in performing the Project;
		2. perform the Project in a timely manner in accordance with the Payment Deliverables and other Project milestones, if any;
		3. ensure that it has sufficient funds in addition to the Grant to complete the Project on the scope proposed;
		4. remain responsible for all Project cost over-runs;
		5. cooperate with the Department at all times;
		6. fulfil each of the Recipient Commitments; and
		7. achieve the Project Outcomes.
	4. The Recipient must promptly advise the Department if:
		1. there is or may be a delay to the Project; or
		2. there is any change to the scope, estimated cost or other aspect of the delivery of the Project.

## WITHHOLDING OR REFUND OF GRANT

* 1. Where the Department is of the opinion that the Recipient:
		1. has failed to fulfil or has breached any of its obligations under this Agreement;
		2. has not or is unlikely to perform or complete the Project in the manner contemplated in this Agreement;
		3. 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; or
		4. is subject to an Insolvency Event,

the Department may, in its absolute discretion:

* + 1. withhold, suspend or cancel payment of the Grant;
		2. seek a refund of the whole or part of the Grant previously paid; and/or
		3. by written notice immediately terminate this Agreement.
	1. Where the Department is of the opinion that 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:
		1. withhold, suspend or cancel payment of the Grant; and/or
		2. by written notice immediately terminate this Agreement.
	2. If, without the prior written consent of the Department, the Recipient:
		1. is subject to a Change of Control; or
		2. has undertaken a restructuring of its business or change to its legal status which has or may in the reasonable opinion of the Department adversely affect its ability to carry out its obligations under this Agreement,

the Department may, in its absolute discretion:

* + 1. withhold, suspend or cancel payment of the Grant; and/or
		2. by written notice immediately terminate this Agreement.
	1. Where the Department is of the opinion that a Refund Event has occurred, the Department may, in its absolute discretion:
		1. by written notice immediately terminate this Agreement; and/or
		2. by written notice require the refund in whole or in part of any amount of the Grant previously advanced together with interest at a rate of 2% per annum above the rate fixed from time to time under section 2 of the *Penalty Interest Rates Act 1983* (Vic) calculated from the date of the payment of the Grant to the date of refund.
	2. Any amount of the Grant not expended or legally committed for expenditure by the Recipient in accordance with this Agreement, must be refunded to the Department within thirty (30) days of the Completion Date or, in the event of termination, within seven (7) days of the date of termination, unless otherwise approved in writing by the Department.

## LOCAL JOBS FIRST POLICY

* 1. If the Local Jobs First Policy applies to this Agreement as indicated in Part A (Project Particulars) of the Grant Details, the terms and conditions set out in Schedule 1 form part of this Agreement.

## FAIR JOBS CODE

* 1. If the Fair Jobs Code applies to this Agreement as indicated in Part A (Project Particulars) of the Grant Details, the terms and conditions set out in Schedule 2 form part of this Agreement.

## REPORTS

* 1. The Recipient must provide to the Department:
		1. each of the Reports at the times specified in the Grant Details; and
		2. such other information as the Department may request from time to time in relation to the Project, the Recipient’s activities and the expenditure of the Grant.
	2. All Intellectual Property created in relation to the Project or in any Reports, documents or other material created for the purposes of or as a consequence of the Recipient performing or complying with its obligations under this Agreement, vest in the Recipient on creation.
	3. The Recipient hereby grants to the Department a world-wide, non-exclusive, royalty free licence (including the right to sub-licence), to reproduce, publish, adapt, modify or otherwise use for non-commercial purposes the Reports and any documents and other materials provided by the Recipient under this Agreement.
	4. The Recipient warrants that any Intellectual Property used by it in connection with the Project and this Agreement (including any documents and other materials prepared for the purposes of the Project and this Agreement) are the sole property of the Recipient or the Recipient is legally entitled to use such Intellectual Property and is able to grant the licence under clause 8.3.

## ACCOUNTS AND AUDIT

* 1. The Recipient must, within its accounting systems, account for the Grant and all Project Expenditure separately from other funds of the Recipient.
	2. The Recipient must keep or cause to be kept proper Accounts in accordance with generally accepted accounting principles and as required by Law.
	3. The Department will be entitled to audit all Project Expenditure and for that purpose the Recipient must:
		1. permit access to, inspection and copying of its Accounts by the Department or any person duly authorised by the Department;
		2. assist the Department in the conduct of the audit, including by answering any enquiries by the Department; and
		3. permit the Department to inspect the Project Site and Project Assets.
	4. The Recipient must, if required, provide the Auditor General of Victoria with access to its Accounts.

## GST

* 1. Each payment under this Agreement will be increased by an amount equal to any GST payable with respect to the Taxable Supply for which the payment is made provided that with each relevant claim for payment, the Recipient submits a valid Tax Invoice. The total amount of monies paid under this Agreement will be increased to include the total amount of GST payable.
	2. For the purposes of this Agreement, “Taxable Supply” means the obligations of the Recipient under the terms of this Agreement.

## PUBLICITY

* 1. The Recipient must cooperate with the Department in relation to all publicity associated with the Grant.
	2. The Department may publicise the benefits accruing to the Recipient and/or the State associated with the provision of the Grant and the State’s support for the Project. The Department may include the name of the Recipient and/or the Grant Amount in any publicity material and in the Department’s annual report.
	3. If requested by the Department, the Recipient must ensure that the State’s support (except the Grant Amount) for the Project is acknowledged on all promotional materials and appropriate signage consistent with the Guidelines for Victorian Government Advertising and Communications (available at [www.dpc.vic.gov.au](http://www.dpc.vic.gov.au)) or as otherwise specified by the Department.

## INDEMNITY

* 1. The Recipient indemnifies the Department, its officers, employees, and agents against any:
		1. cost or liability incurred by the Department;
		2. loss of or damage to the Department’s property; or
		3. loss or expense incurred by the Department in dealing with any claim against the Department, including legal costs and expenses on an indemnity basis and the cost of time spent, resources used, or disbursements paid by the Department,

arising from:

* + 1. any act or omission by the Recipient, or any of the Recipient’s employees, agents, volunteers, contractors or subcontractors in connection with the Project or this Agreement, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
		2. any breach by the Recipient of this Agreement; or
		3. the use by the Department of the Reports or other material provided under this Agreement, including any claims by third parties about the ownership or right to use Intellectual Property in the Reports or material,

except to the extent that the Department or its officers, agents or employees has caused or contributed to such cost, loss, damage, or liability.

## INSURANCE

* 1. The Recipient must maintain each of the Required Insurances, if any, described in the Grant Details.

## CONFIDENTIALITY

* 1. The Recipient must not disclose or permit the disclosure of any of the Department’s Confidential Information without written permission from the Department, except:
		1. to the Department or the State;
		2. where required under this Agreement including to the Recipient’s legal and financial advisers on a confidential basis;
		3. where the information disclosed is already in the public domain other than due to a breach of this Agreement; or
		4. where the disclosure is required by Law.

## COMPLIANCE WITH LAWS

* 1. The Recipient must comply with all Laws including all applicable Commonwealth and Victorian equal opportunity, anti-discrimination, affirmative action and privacy legislation.

## NOTICES

* 1. Any notice, approval, consent or other communication from one party to another under this Agreement, must be in writing addressed to the other party and signed by an authorised officer on behalf of the party giving it and must be delivered by hand, post, courier or email.
	2. Notices will be deemed to have been given if:
		1. mailed, six (6) (or one, in the case of a next day delivery service) Business Days after posting;
		2. delivered, on the date of delivery;
		3. emailed, on receipt by the send of confirmation of receipt, except that a notice that is delivered or emailed after 5:00PM will be deemed to be received on the next Business Day.

## DUTIES AND TAXES

* 1. The Recipient must pay any stamp duty and any other taxes or imposts which may be payable in connection with this Agreement.

## GENERAL

* 1. (**Entire Agreement**) This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
	2. (**Severance**) Each provision of this Agreement (and each 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.
	3. (**Waiver**) A waiver by one party of a breach of this Agreement does not constitute a waiver in respect of any other breach of this Agreement, and a party's failure to enforce, or delay in enforcing, a provision of this Agreement must not be interpreted to mean that the party no longer regards that provision as binding. A power or right may only be waived in writing, signed by the party to be bound by the waiver, and a waiver of a breach will not be construed as a waiver of any subsequent breach whether of the same or a different nature.
	4. (**Variation**) No agreement or understanding varying or extending this Agreement will be legally binding upon either party unless in writing signed by both parties.
	5. (**Rights cumulative**) The Department’s rights under this Agreement are in addition to and do not exclude any other rights or remedies provided by Law.
	6. (**Assignment**) The Recipient must not transfer or assign its rights or novate its obligations under this Agreement without the prior written consent of the Department.
	7. (**Counterparts**) This Agreement including any variations may be executed in counterparts. All counterparts together will constitute one instrument.
	8. (**Negation of Employment, Partnership & Agency**) The Recipient must not represent itself, and must ensure that its employees, partners, agents or sub-contractors do not represent themselves, as being the Department’s or the State’s employees, partners or agents.
	9. (**No Further Funding**) Nothing in this Agreement is to be construed as creating any obligation, commitment or undertaking by the State or the Department to provide additional funding or assistance beyond that provided in this Agreement.
	10. (**Survival**) Each of clauses 5, 6, 7, 8, 9, 12 and 14 will survive the expiration or earlier termination of this Agreement.
	11. (**Governing Law & Jurisdiction**) This Agreement will be governed by the laws of the State of Victoria and the parties submit themselves to the jurisdiction of the courts in the State of Victoria.

**Executed as an Agreement.**

|  |  |  |  |
| --- | --- | --- | --- |
| **SIGNED** by *[insert name and title of person signing on behalf of the Department]* Department of Jobs, Skills, Industry and Regions for and on behalf of the **State of Victoria** in the presence of: | )))))) |  | ← |
|  | ← |  |  |
| Signature of WITNESS |  | Name of WITNESS |  |
| Date |  |  |  |

***[Note: Select signature block below for Recipient and delete others as appropriate. Ensure the name of the Recipient is the complete name of the legal entity. We recommend searching on ABN Lookup to ensure details are correct.]***

***[Signing by a company by two directors or one director and a company secretary]***

|  |  |  |  |
| --- | --- | --- | --- |
| **SIGNED** for and on behalf of *[****Insert name of Recipient******(ABN XX)****]* in accordance with section 127 of the *Corporations Act 2001* by two of its Directors or a Director and a Company Secretary |  |  |  |
|  | ← |  | ← |
| Signature of DIRECTOR |  | Signature of DIRECTOR / SECRETARY  |  |
| Name of DIRECTOR (print) |  | Name of DIRECTOR / SECRETARY (print) |  |
| Date |  |  |  |

***[Signing by an incorporated association]***

|  |  |  |  |
| --- | --- | --- | --- |
| **SIGNED** for and on behalf of *[****Insert name of Recipient******(ABN XX)****]* in accordance with section 38 of the *Associations Incorporation Reform Act 2012* |  |  |  |
|  | ← |  | ← |
| Signature of COMMITTEE MEMBER |  | Signature of COMMITTEE MEMBER / SECRETARY  |  |
| Name of COMMITTEE MEMBER (print) |  | Name of COMMITTEE MEMBER / SECRETARY (print) |  |
| Date |  |  |  |

***[Signing by a corporate trustee]***

|  |  |  |  |
| --- | --- | --- | --- |
| **SIGNED** for and on behalf of *[****Insert name of Recipient trustee (ACN XX)****]* as trustee of *[insert name of trust]* acting by the following persons in accordance with section 127 of the *Corporations Act 2001*: |  |  |  |
|  | ← |  | ← |
| Signature of DIRECTOR |  | Signature of DIRECTOR / SECRETARY |  |
| Name of DIRECTOR (print) |  | Name of DIRECTOR / SECRETARY (print) |  |
| Date |  |  |  |

***[Signing by a local council]***

|  |  |  |  |
| --- | --- | --- | --- |
| **SIGNED** for and on behalf of *[Insert name of Recipient]* by its authorised delegate in accordance with the *Local Government Act 2020* in the presence of: |  |  |  |
|  | ← |  | ← |
| Signature of DELEGATE |  | Signature of WITNESS |  |
| Name of DELEGATE (print) |  | Name of WITNESS (print) |  |
| Date |  |  |  |

***[Signing by a partnership]***

|  |  |  |  |
| --- | --- | --- | --- |
| **SIGNED** for and on behalf of *[Insert name of Recipient]* in the presence of: |  |  |  |
|  | ← |  | ← |
| Signature of PARTNER authorised to sign on behalf of the Partnership |  | Signature of WITNESS |  |
| Name of PARTNER authorised to sign on behalf of the Partnership (print) |  | Name of WITNESS (print) |  |
| Date |  |  |  |

# GRANT DETAILS

# PART A – Project Particulars

|  |  |
| --- | --- |
| **Grant Amount**:(Clause 3) | An amount up to $[#] (exclusive of GST) |
| **Project**:(Clause 4) | [*insert description*] |
| **Project Outcomes:**(Clause 4.3) | [*insert list / description of the expected Project Outcomes i.e. new jobs, new manufacturing facility, new production line etc.*] |
| **Commencement Date**:(Clause 4.1) | [*Insert date*]  |
| **Completion Date**:(Clause 4.1) | [*Insert date*] |
| **Recipient Commitments**:(Clause 4.3) | ***[Drafting note: The below are examples. Amend, delete, or insert any relevant Recipient Commitments for this Project.]*** The Recipient must:1. (**Completion of Project**) complete the Project in accordance with this Agreement by the Completion Date.
2. (**Project Expenditure**) spend at least $[#] of Project Expenditure on the Project by the Completion Date.
3. (**Capital Expenditure**) spend at least $[#] of Capital Expenditure on the Project by the Completion Date.
4. (**Project Employees**) have in its employment atleast [#] Project Employees by the Completion Date.
5. (**Use of Facility**) maintain and operate the Facility for a period of [#] years after the Completion Date.
6. (**Local Jobs First Policy Commitments**) where applicable, comply with its Local Jobs First Policy Commitments set out in Schedule 1.
7. (**Fair Jobs Code**) where applicable, comply with the Fair Jobs Code requirements set out in Schedule 2.
8. (***Others?***)
 |
| **Refund Events**:(Clause 5.4) | ***[Drafting note: The below are examples. Amend, delete, or insert any relevant Refund Events for this Project.]*** The Recipient fails to:1. (**Failure to Complete**) complete the Project in accordance with this Agreement by the Completion Date.
2. (**Project Expenditure**) spend at least $[#] of Project Expenditure on the Project by the Completion Date.
3. (**Capital Expenditure**) spend at least $[#] of Capital Expenditure on the Project by the Completion Date.
4. (**Project Employees**) have in its employment atleast [#] Project Employees by the Completion Date.
5. (**Use of Facility**) maintain and operate the Facility for a period of [#] years after the Completion Date.
6. (**Local Jobs First Policy Commitments**) where applicable, comply with its Local Jobs First Policy Commitments set out in Schedule 1.
7. (**Fair Jobs Code**) where applicable, comply with the Fair Jobs Code requirements set out in Schedule 2.
8. (***Others?***)
 |
| **Required Insurances**(Clause 13) | The Recipient must, at a minimum, for the term of this Agreement, maintain each of the following:1. public liability insurance to a value appropriate for the Project; and
2. insurance against any loss or damage to the Project infrastructure for full replacement cost.
 |
| **Local Jobs First Policy**(Clause 6) | [ ]  The Local Jobs First Policy is applicable to this Agreement. ***[Drafting note: Tick above if the Local Jobs First Policy applies, e.g., if the Grant is $1,000,000 or more (regional) or $3,000,000 or more (metro Melbourne / state-wide).]***If ticked, the Local Jobs First Policy is applicable to this Agreement and the provisions of Schedule 1 are incorporated into this Agreement.[ ]  The Local Jobs First Policy is not applicable to this Agreement. ***[Drafting note: If the above is ticked and the Local Jobs First Policy does not apply, delete the content of Schedule 1 and replace it with the words ‘NOT USED’.]*** |
| **Fair Jobs Code**(Clause 7) | [ ]  The Fair Jobs Code is applicable to this Agreement. ***[Drafting note: Tick above if the Fair Jobs Code applies, e.g., the Grant is $500,000 or more (exclusive of GST) where the key milestones specify that the Recipient will deliver new jobs.]***If ticked, the Fair Jobs Code is applicable to this Agreement and the provisions of Schedule 2 are incorporated into this Agreement.[ ]  The Fair Jobs Code is not applicable to this Agreement.***[Drafting note: If the above is ticked and the Fair Jobs Code does not apply, delete the content of Schedule 2 and replace it with the words ‘NOT USED’.]*** |

# PART B – Reporting Requirements

***[Drafting note: The below are examples only. Reporting requirements are to be tailored to the Project. Where the Local Jobs First Policy and/or Fair Jobs Code apply insert any reporting requirements. Delete any Report that is not required.]***

The Recipient must provide the following Reports to the Department, in a form and substance satisfactory to the Department, as follows:

1. **Project Status Report**

The Project Status Report must be provided at the times specified in Part C (Payment Terms) of these Grant Details and must:

* report on the progress of the Project including the progress toward the achievement of the Project Outcomes;
* include a statement of Project Expenditure (with separate references to the Grant), accompanied by a signed declaration made by an authorised officer of the Recipient certifying their accuracy;
* where applicable, report on its compliance with any Local Jobs First Policy Commitments; and
* where applicable, report on its compliance with the Fair Jobs Code.
1. **Final Report**

The Final Report must be provided at the times specified in Part C (Payment Terms) of these Grant Details and must:

* provide Evidence that the Project has been completed;
* provide Evidence of the achievement of the Project Outcomes;
* include Evidence that the infrastructure installed is operating and capable of achieving the Recipient Commitments;
* where applicable, report on its compliance with any Local Jobs First Policy Commitments;
* where applicable, report on its compliance with the Fair Jobs Code; and
* specify the economic activity generated as a result of the Project.
1. **Post Completion Evaluation Report**

A Post Completion Evaluation Report must be provided [*12 months and 24 months after the Completion Date*] and must:

* evaluate the impact of the completed Project; and
* [*Other*].
1. **Financial Reports**

The audited annual financial accounts of the Recipient must be provided promptly following the end of each financial year for a period of [2] years after the date of this Agreement.

# PART C – Payment Terms

Each Grant instalment will be paid within thirty (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 must be provided no later than the relevant Due Date as described below.

***[Drafting note: The below are examples. Amend, delete, or insert any relevant instalments and Payment Deliverables for your Project, particularly relating to Project / Capital Expenditure.]***

| **Payment Deliverables** | **Instalment amount** | **Due Date** |
| --- | --- | --- |
| ***Instalment 1**** (**Tax Invoice**) a valid Tax Invoice.
* (**Local Jobs First Policy Commitments**) where applicable, Evidence that the Recipient has complied with its Local Jobs First Policy Commitments under Schedule 1.
* (**Fair Jobs Code**) where applicable, Evidence that the Recipient has complied with the Fair Jobs Code requirements under Schedule 2.
* (**Statutory Declaration**) a Statutory Declaration (in the form provided in Annexure A), confirming that the Recipient:
1. has incurred Project Expenditure of at least $[#] on the Project;
2. has incurred Capital Expenditure of at least $[#] on the Project; and
3. had in its employment at least [#] Project Employees as averaged for the 3 month period ending [*insert date*].
* (**Audit Opinion – Project Expenditure**) an Audit Opinion (in the form provided in Annexure B), to the Department’s satisfaction, evidencing at least $[#] of ProjectExpenditure on the Project.
* (**Audit Opinion – Project Employment**) an Audit Opinion (in the form provided in Annexure C), to the Department’s satisfaction, evidencing that the Recipient had in its employment at least [#] Project Employees as averaged for the 3 month period ending [*insert date*].
* (**Project Status Report**) a Project Status Report.
 | $[#](exclusive of GST) | [*insert date*] |
| ***Instalment 2**** (**Tax Invoice**) a valid Tax Invoice.
* (**Statutory Declaration**) a Statutory Declaration (in the form provided in Annexure A), confirming that the Recipient:
1. has incurred Project Expenditure of at least $[#] on the Project;
2. has incurred Capital Expenditure of at least $[#] on the Project; and
3. had in its employment at least [#] Project Employees as averaged for the 3 month period ending [*insert date*].
* (**Audit Opinion – Project Expenditure**) an Audit Opinion (in the form provided in Annexure B), to the Department’s satisfaction, evidencing at least $[#] of ProjectExpenditure on the Project.
* (**Audit Opinion – Project Employment**) an Audit Opinion (in the form provided in Annexure C), to the Department’s satisfaction, evidencing that the Recipient had in its employment at least [#] Project Employees as averaged for the 3 month period ending [*insert date*].
* (**Final Report**) a Final Report.
* (**Completion**) Evidence that the Project has been completed, including:
1. a site inspection by the Department, where requested; and
2. where applicable, a Certificate of Practical Completion under the construction contract for the Project.
 | $[#](exclusive of GST) | [*insert date*] |
| **Total** | **$[#]****(exclusive of GST)** |  |

# SCHEDULE 1 – Local Jobs First Policy

***[Drafting note: Only include this Schedule 1 if the Local Jobs First Policy applies to this Agreement. If the Local Jobs First Policy does not apply, delete the content of this Schedule and replace it with the words ‘NOT USED’.]***

1. **Definitions**

In this Schedule:

**Agency** means the organisation with which the Recipient has entered into this Agreement.

**Contract Manager** means the person (however described) appointed by the Agency as its representative for all communication and liaison with the Recipient for the purposes of this Agreement.

**Department** has the meaning given in s 3(1) the Local Jobs First Act 2003.

**ICN** means Industry Capability Network (Victoria) Limited of Level 23, 370 Little Lonsdale Street, Melbourne VIC 3000 (ACN 007 058 120).

**Interaction Reference Number (IRN)** means the number issued by ICN to the Recipient.

**IRN Form** means the form submitted by the Recipient to ICN via the VMC in accordance with clause 2.1(b).

**Local Jobs First Commissioner** means the person appointed under s 12 of the *Local Jobs First Act 2003*.

**Local Jobs First Policy** means the policy of the Victorian Government made under s 4 of the *Local Jobs First Act 2003*.

**Local Jobs First Policy Commitment** means the commitments of the Recipient as set out in this Schedule 1, and includes the Recipient’s commitments as set out in the Reference Letter.

**Reference Letter** means the letter provided by ICN to the Recipient after the Recipient has consulted with ICN regarding opportunities for local industry for the Project.

**Responsible Minister** means the Minister with responsibility for administering the *Local Jobs First Act 2003*.

**Victorian Management Centre (VMC)** means the online system developed to manage the application of the Local Jobs First Policy by suppliers (including Recipients) and Government agencies.

1. **Local Jobs First Policy**
	1. **Interaction Reference Number**
		1. The Recipient must comply with this clause 2.1 as a condition precedent to it becoming entitled to payment of the Grant under this Agreement.
		2. To maximise opportunities for local business within the Project, within [X] days [Insert a suitable time frame to enable the IRN and Reference Letter to be produced within 20 business days] of the Contract Manager's request, the Recipient must prepare and submit an IRN Form through the VMC setting out:
			1. details of the Project; and
			2. the services or activity likely to be required to deliver the Project.
		3. When contacted by ICN, the Recipient must consult with ICN in respect of opportunities for local businesses to deliver the goods and services required under this Agreement.
		4. The Recipient acknowledges and agrees that ICN will, if required:
			1. review and contribute to planning for the Project; and
			2. participate in meetings regarding the Project.
		5. Within twenty (20) business days of entering into this Agreement, the Recipient must:
			1. provide the IRN to the Contract Manager; and
			2. inform the Contract Manager of any opportunities for local business agreed with ICN. For this purpose, the Recipient may provide the Contract Manager with a copy of the Reference Letter.
	2. **Record keeping and monitoring**
		1. The Recipient must prepare and maintain records demonstrating its compliance with any Local Jobs First Policy Commitments.
		2. The Recipient must monitor its compliance with any Local Jobs First Policy Commitments.
		3. The Recipient acknowledges and agrees that the Agency or the Department may consult with ICN in respect of the Recipient's compliance with any Local Jobs First Policy Commitments.
		4. The obligations set out in this clause 2.2 are in addition to and do not derogate from any other obligations under this Agreement.
	3. **Use of information**
		1. The Recipient acknowledges and agrees that any information provided to the Agency or the Department by ICN in accordance with clause 2.2 may be:
			1. included in the Agency's report of operations under Part 7 of the *Financial Management Act 1994* in respect of the Agency's compliance with the Local Jobs First Policy in the financial year to which the report of operations relates;
			2. provided to the Responsible Minister for inclusion in the Responsible Minister's report to the Parliament for each financial year on the implementation of the Local Jobs First Policy during that year; and
			3. may be disclosed in the circumstances authorised or permitted under the terms of this Agreement or as otherwise required by Law.
2. **Local Jobs First Commissioner**
	* 1. The Recipient acknowledges that:
			1. it is required to comply with any information notice issued to it by the Local Jobs First Commissioner in accordance with s 24 of the *Local Jobs First Act 2003*;
			2. it is required to comply with any compliance notice issued to it by the Local Jobs First Commissioner in accordance with s 26 of the *Local Jobs First Act 2003*;
			3. its failure to comply with the compliance notice referred to in this clause 3(a) may result in the issue of an adverse publicity notice by the Responsible Minister under s 29 of the *Local Jobs First Act 2003*; and
			4. the Local Jobs First Commissioner may:
				1. monitor and report on compliance with the Local Jobs First Policy; and
				2. request the Agency to conduct an audit in relation to the Recipient's compliance with the Local Jobs First Policy.
		2. The Recipient acknowledges that the Commissioner may recommend that the Agency take enforcement proceedings against the Recipient if the Recipient has failed to comply with the Local Jobs First Policy by:
			1. applying to a court to obtain an injunction; or
			2. taking action available under this Agreement.

# SCHEDULE 2 – Fair Jobs Code

***[Drafting note: Only include this Schedule 2 if the Fair Jobs Code applies to this Agreement. If the Fair Jobs Code does not apply, delete the content of this Schedule and replace it with the words ‘NOT USED’.]***

1. **Definitions**

In this Schedule:

**Adverse Ruling** means a ruling (by any court, tribunal, board, commission or other entity with jurisdiction or legal authority to determine the matter) that the Recipient has breached an applicable employment, industrial relations or workplace health and safety law;

**Agency** means the organisation with which the Recipient has entered into this Agreement;

**Agreement** means this grant agreement;

**Contract Manager** means the person (however described) appointed by the Agency as its representative for communications and liaison with the Recipient for the purposes of this Agreement;

**DJSIR** means the Department of Jobs, Skills, Industry and Regions (and its successor Government department) as the Department responsible for the FJC;

**Enforceable Undertaking** means a promise or agreement made by the Recipient with a regulator, Court or other body (including the Fair Work Ombudsman, WorkSafe Victoria and Wage Inspectorate Victoria) in respect of a breach or alleged/suspected breach of an applicable employment, industrial relations or workplace health and safety law;

**FJC Guidelines** means Fair Jobs Code Guidelines, available at www.buyingfor.vic.gov.au/fair-jobs-code-and-guides;

**FJC Plan** means the Recipient's Fair Jobs Code Industrial Relations and Occupational Health and Safety Plan, addressing industrial relations, occupational health and safety requirements and commitments and standards as required by the FJC;

**FJC Plan Template** means the template the Recipient must use when submitting a FJC Plan. The FJC Plan Template is available at www.buyingfor.vic.gov.au/fair-jobs-code-tools-and-templates-agencies;

**FJC** means the Fair Jobs Code issued by the State of Victoria available at www.buyingfor.vic.gov.au/fair-jobs-code;

**FJC Unit** means the Fair Jobs Code Unit, an administrative group within DJSIR with responsibilities in relation to the FJC;

**Notice** means a notice given, delivered or served in accordance with this Agreement; and

**Pre-Assessment Certificate** means a certificate issued to the Recipient by the FJC Unit prior to entering into this Agreement, or which is renewed during the term of this Agreement.

1. **Fair Jobs Code**
	1. The Recipient warrants that at the time of entering this Agreement it holds a valid Pre-Assessment Certificate.
	2. The Recipient agrees to submit to the Agency an FJC Plan using the FJC Plan Template by ***[Drafting note: insert DATE to be determined by program area, considering whether the Recipient has an existing presence in Australia, or is significantly upscaling its presence in Australia as a result of the grant]*** but not later than 12 months from the time of entering into this Agreement.
	3. Failure to submit the FJC Plan as specified in this Agreement will constitute a breach of the Agreement which will enable the Agency to exercise its rights under clause 7 of this Schedule.
	4. In performing its obligations under this Agreement, the Recipient acknowledges and agrees that it shall:
		1. continue to hold a valid Pre-Assessment Certificate;
		2. submit the FJC Plan;
		3. comply with its FJC Plan;
		4. perform all obligations required to be performed under the FJC Plan by the due date; and
		5. comply with the FJC.
	5. If at any time during the term of this Agreement the Recipient's Pre-Assessment Certificate is revoked by the FJC Unit that revocation will constitute a breach in this Schedule which will enable the Agency to exercise its rights under clause 7 of this Schedule.
	6. The Recipient acknowledges and agrees that the obligations for holding and maintaining a Pre-Assessment Certificate apply during the term of this Agreement and any extensions to the term and until all of its reporting obligations set out in clause 4 of this Schedule are fulfilled.
2. **Verification of Recipient's compliance with the Fair Jobs Code**
	1. The Recipient must, on request by the Agency, provide a copy of the Pre-Assessment Certificate or any related correspondence with the FJC Unit.
	2. If, during the term of this Agreement, the Recipient's Pre-Assessment Certificate expires the Recipient must provide Notice to the Agency of the expiry within 10 Business Days.
	3. If the Recipient fails to promptly take steps to renew an expired Pre-Assessment Certificate after notifying the Agency of expiration, the expiration will constitute a breach of this Schedule which will enable the Agency to exercise its rights under clause 7 of this Schedule.
3. **Reporting**
	1. The Recipient must prepare and maintain records to demonstrate its compliance with, and implementation of, the FJC Plan.
	2. The Recipient must provide reports which demonstrate the Recipient’s progress towards implementing the FJC Plan at a time or times to be determined by the Agency.
	3. Within twelve (12) months of this Agreement ending, the Recipient must provide to the Agency:
		1. a final report identifying FJC Plan commitments and actual achievements; and
		2. a statutory declaration to confirm that the information contained in the final FJC Plan report is true and accurate. The statutory declaration must be made by a director of the Recipient or the Recipient's Chief Executive Officer or Chief Financial Officer.
	4. At the request of the Agency, the Recipient must provide further information or explanation of any differences between expected and achieved FJC Plan outcomes.
	5. The reporting obligations in this Schedule are in addition to and do not derogate from any other reporting obligations as set out in this Agreement.
4. **Ongoing duty of disclosure and cooperation and audits**
	1. If during the term of this Agreement, the Recipient is the subject of an Adverse Ruling or Enforceable Undertaking it must provide Notice to the Agency and the FJC Unit within 10 Business Days of the Adverse Ruling or Enforceable Undertaking being made.
	2. During the term of this Agreement the Recipient must:
		1. cooperate with all reasonable requests from the Agency seeking evidence of the Recipient's compliance with the FJC and the FJC Plan;
		2. permit the Contract Manager, an accountant or auditor on behalf of the Agency, DJSIR or any other person authorised by the Agency or DJSIR, from time to time during ordinary business hours and upon Notice, to inspect and verify all records maintained by the Recipient relating to compliance with the FJC and FJC Plan under this Agreement; and
		3. ensure that its employees, agents and subcontractors give all reasonable assistance to any person authorised by the Agency or DJSIR to undertake such audit or inspection.
	3. The Agency will bear all costs for any audit in accordance with clause 5.2(b) of this Schedule.
	4. The Recipient acknowledges and agrees that the Agency, DJSIR, or their duly authorised representatives (including the FJC Unit), are authorised to obtain information from any relevant persons, firms or corporations, including third parties, regarding the Recipient's compliance with the FJC.
	5. The obligations set out in this clause 5 are in addition to any other obligation under this Agreement.
	6. A failure to comply with this clause 5 will constitute a breach of this Schedule which will enable the Agency to exercise its rights with respect to clause 7 of this Schedule.
5. **Use of information**

The Recipient acknowledges and agrees that:

* + 1. The FJC Unit will assess the Recipient's compliance with the FJC.
		2. Information regarding the Recipient's compliance with the FJC including any disclosures regarding Adverse Rulings or Enforceable Undertakings:
			1. will be reported by the Agency to the FJC Unit in compliance with the Agency's obligations under the FJC; and
			2. may be disclosed in the circumstances authorised or permitted under the terms of this Agreement or as otherwise required by Law.
		3. Nothing in this provision removes the obligation for the Recipient to report Adverse Rulings or Enforceable Undertakings to the FJC Unit as per clause 5.
1. **Consequences of breach**

Any breach of the provisions of this Schedule will enable the Agency, in its absolute discretion, to do any or all of the following:

* + 1. suspend the Agreement until such time as the breach has been remedied to the satisfaction of the Agency and within a timeframe acceptable to the Agency;
		2. by written notice immediately terminate the Agreement; or
		3. exercise any rights that it has under this Agreement.

# ANNEXURE A – 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*:** |
| 1. I am a Director of [*insert name of Recipient*] (**Recipient**).
2. The Recipient has complied with all of its obligations under the Grant Agreement dated [*insert date*] (**Agreement**) between the Recipient and the State of Victoria.

***[Drafting note: The below points are examples only. Delete, amend or add as necessary.]***1. The Recipient has incurred $[#] of Project Expenditure as at [*insert date*] in accordance with the terms of the Agreement.
2. The Recipient has incurred $[#] of Capital Expenditure as at [*insert date*] in accordance with the terms of the Agreement.
3. The Recipient had in its employment \_\_\_\_\_\_\_\_ Project Employees (as defined in the Agreement) as averaged for the three month period ending \_\_\_\_\_\_\_\_\_\_\_\_ in accordance with the terms of the Agreement.
4. The Recipient has achieved the Project Outcomes as specified in the Agreement.\*
5. The accounts relating to the Project as attached to this Statutory Declaration are true and correct.\*\*
6. [The Recipient has complied with its Local Jobs First Policy Commitments.]
7. [The Recipient has complied with the Fair Jobs Code.]
8. [*Insert any* *other relevant matters – if none then delete para 10.*]
 |
| *Set out matter declared to in numbered paragraphs. Add numbers as necessary.* |
|  |  **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.

*\*only required for final instalment.*

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

**CERTIFICATE IDENTIFYING EXHIBIT**

[*Title of Agreement*]

This is the exhibit marked \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*title of document*) dated \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (*date of document*) now produced and shown to me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*name of person making statutory declaration*), at the time of making my declaration on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (*insert date*).

Signature of person making statutory declaration

Signature of statutory declaration witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address and capacity of authorised witness

[*state name of document: e.g.* Exhibit "ABC-01" Letter ABC 15.01.2019

# ANNEXURE B – Audit Opinion – Project Expenditure

*[To be on the letterhead of the accounting firm]*

Department of Jobs, Skills, Industry and Regions

121 Exhibition Street

Melbourne VIC 3000

**[Name of Recipient]**

This Audit Opinion is prepared for the purposes of the Grant Agreement dated *[insert date*] (**Agreement**) between the State of Victoria and [*insert name of Recipient*] (**Recipient**) for the [*insert name of project*] (**Project**).

**Scope**

We have conducted an independent audit in accordance with Australian Auditing Standards of the attached [*insert description of relevant Recipient document audited – may be statement by Recipient’s chief financial officer*] provided by the Recipient which specifies an amount of $[\*] of Project Expenditure, in order to express an opinion on it for the purposes of the Agreement.

Our audit involved an examination, on a test basis, of evidence supporting the amount of Project Expenditure incurred. This included an examination of the Recipient’s financial records and receipts, and an evaluation of the policies and procedures used to calculate the Project Expenditure. These procedures have been undertaken to form an opinion as to whether the methodology used to calculate the Project Expenditure, is in accordance with the Agreement, and that the figure stated is true and fair.

This Audit Opinion expressed in this report has been formed on the above basis.

**Audit Opinion**

We confirm that in our opinion, the Recipient, has incurred $[\*] in Project Expenditure (as defined in the Agreement) in accordance with the terms of the Agreement.

Signed .......................................... Dated: ...................................

Print Name:

Position:

[*Name of the Accounting Firm]*

# ANNEXURE C – Audit Opinion – Project Employment

*[To be on the letterhead of the accounting firm]*

Department of Jobs, Skills, Industry and Regions

121 Exhibition Street

Melbourne Vic 3000

**[Name of Recipient]**

This Audit Opinion is prepared for the purposes of the Grant Agreement dated ………………….. (**Agreement**) between the State of Victoria and and [*insert name of Recipient*] (**Recipient**) for the [*insert name of project*] (**Project**).

**Scope**

We have conducted an independent audit in accordance with Australian Auditing Standards of the attached Statutory Declaration which specifies a figure of ...…………... Project Employees provided by the Recipient in order to express an opinion on it for the purposes of the Agreement.

Our audit involved an examination, on a test basis, of evidence supporting the number of Project Employees. This included an examination of personnel and payroll records of the Recipient and an evaluation of the policies and procedures used to calculate the number of Project Employees. These procedures have been undertaken to form an opinion as to whether the methodology used to calculate the number of Project Employees is in accordance with the Agreement, and that the figure stated is true and fair.

This audit opinion expressed in this report has been formed on the above basis.

**Audit Opinion**

We confirm that in our opinion, the Recipient had an average of ....………....... Project employees (as defined in the Agreement) for the three month period ending………………..... in accordance with the terms of the Agreement.

Signed .......................................... Dated: ...................................

Print Name:

Position:

[*Name of the Accounting Firm]*

**ANNEXURE D**

[Insert Project Plan here.]

# ANNEXURE E – Progress Report (Milestone 1)

[*Insert Program name*]

PROJECT PROGRESS REPORT – to be submitted with Milestone 1.

1. **Activity / Project Details**

|  |  |
| --- | --- |
| **Project description and scope:** | Insert text here |
| **Company Name:** | Insert company name here |
| **Name and position of person writing report** | Insert name and title here |
| **Date Grant Agreement was executed** | Insert date here | **Date Project commenced** (i.e. project expenditure expended) | Insert date here |
| **Eligible project expenditure expended to date**NB. A minimum of 10% of eligible project expenditure must be expended within 90 days of execution of the Grant Agreement (evidence to be attached)Insert details AU$ amount of eligible project expenditure expended to date (excluding GST). Please include a breakdown of expenditure by “Capital Expenditure” and “other Project related Non-Capitalised Expenditure” |

1. **Project Status**

|  |
| --- |
| **Taking into consideration the approved project plan provided at time of application, please provide an up-to-date progress report on the project, including issues such as:**1. Whether there is, or may be, a delay to the Project;
2. Whether there is any change to the scope, estimated cost or other aspect of the delivery of the Project.

Insert text here |
| **How many jobs have been created or transitioned to date?**(Provide evidence and a Statutory Declaration) | **New Jobs Created** | **Transitioned Jobs** |
| **Anticipated:** TBA | Insert number of new jobs anticipated at time of application | **Anticipated:** TBA | Insert number of transitioned jobs anticipated at time of application |
| **Actual:** TBA | Insert actual number of jobs created to date | **Actual:** TBA | Insert actual number of jobs transitioned to date |
| **Agreed milestone deliverables, as per contract**Insert text here |

Please attach evidence of Eligible Project Expenditure expended to date (i.e., equipment ordered/deposit paid, consulting fees, etc.). Please also attach evidence that all environmental and/or planning permits have been applied for and/or issued (if required), together with a Statutory Declaration (Schedule 4).

# ANNEXURE F – Progress Report (Milestone 2 and 3)

[*Insert Program name*]

PROJECT PROGRESS REPORT – to be submitted with Milestone 2 and 3 (midway through the Project).

1. **Activity / Project Details**

|  |  |
| --- | --- |
| **Project description and scope:** | Insert text here |
| **Company Name:** | Insert company name here |
| **Name and position of person writing report** | Insert name and title here |
| **Date Grant Agreement was executed** | Insert date here | **Anticipated completion date of Project** | Insert date here |
| **Date of this Report** | Insert date here |
| **Eligible project expenditure expended to date**(evidence to be attached together with a Statutory Declaration)Insert details AU$ amount of eligible project expenditure expended to date (excluding GST). Please include a breakdown of expenditure by “Capital Expenditure” and “other Project related Non-Capitalised Expenditure” |

1. **Project Status**

|  |
| --- |
| **Taking into consideration the approved project plan provided at time of application, please provide an up-to-date progress report on the project, including issues such as:**1. Whether there is, or may be, a delay to the Project;
2. Whether there is any change to the scope, estimated cost or other aspect of the delivery of the Project;
3. Please attach an updated Project Plan if substantially different from the original approved plan.

Insert text here |
| **How many jobs have been created or transitioned to date?**(Provide evidence and a Statutory Declaration) | **New Jobs Created** | **Transitioned Jobs** |
| **Anticipated:** TBA | Insert number of new jobs anticipated at time of application | **Anticipated:** TBA | Insert number of transitioned jobs anticipated at time of application |
| **Actual:** TBA | Insert actual number of jobs created to date | **Actual:** TBA | Insert actual number of jobs transitioned to date |
| **Agreed milestone deliverables, as per contract**Insert text here |

Please attach evidence of Eligible Project Expenditure expended to date (i.e. equipment ordered/deposit paid, consulting fees, etc.). Please also attach evidence that all environmental and/or planning permits have been issued (if required), together with a Statutory Declaration (Schedule 4).

# ANNEXURE G – Final Report (Milestone 4)

[*Insert Program name*]

FINAL REPORT – to be submitted with Milestone 4.

1. **Activity / Project Details**

|  |  |
| --- | --- |
| **Project description and scope:** | Insert text here |
| **Company Name:** | Insert company name here |
| **Report Date** | Insert date here |

1. **Provide evidence that the Project has been completed**

|  |
| --- |
| **Evidence of project completion** Insert text here. You may attach photographs, invoices, or other supporting documentation separately. |
| **Total Eligible project expenditure expended on project** (evidence to be attached together with a Statutory Declaration)Insert details AU$ amount of eligible project expenditure expended to date (excluding GST). Please include a breakdown of expenditure by “Capital Expenditure” and “other Project related Non-Capitalised Expenditure” |

1. **Evaluate the completed Project having regard to the intended outcomes described in the Project Plan**

|  |  |  |  |
| --- | --- | --- | --- |
| **Impact of the Project on Employment and Skills** | Anticipated at project commencement | Achieved at project completion | Any additional new FTEs to be created within the next 12 months |
| **New and transitioned jobs**(evidence to be attached together with a Statutory Declaration) | New jobs created | Insert text here | Insert text here | Insert text here |
| Jobs transitioned to higher value roles | Insert text here | Insert text here | Insert text here |
| **Training for new and existing employees**Insert text here |
| **Expected productivity gains as a consequence of the Project (please quantify)**Insert text here |
| **How the Project will assist in capitalising on growth opportunities and improving competitiveness and any improvements to date.**Insert text here |
| **How the Project will enhance the sophistication and technical expertise of the business.**Insert text here |
| **Any other anticipated outcomes from the project.**Insert text here |

1. **Audited Financial Accounts:**

Please attach the Company’s audited financial accounts for the most recently completed financial year.

1. **Other comments.**

*Optional*

Insert text here

Note: A Post Completion Evaluation Report and separate audit of employment are required 12 months after project completion.

# ANNEXURE H – Post Completion Evaluation Report

[*Insert Program name*]

POST COMPLETION EVALUATION REPORT – to be submitted within 30 days after the first anniversary date of the Completion Date of the Project.

1. **Activity / Project Details**

|  |  |
| --- | --- |
| **Project Title:** | Insert project title here |
| **Recipient Name:** | Insert company name here |
| **Name and Title of person writing report:** | Insert name and title here |
| **Report Date ([12 months after project completion]):** | Insert date of this report here |

1. **Achievements**

|  |
| --- |
| **Has the project achieved all of the outcomes that were initially outlined in the project plan? How were these achieved?**Insert text here |
| **How many jobs have been created or transitioned to date?**(A Statutory Declaration is required) | **New Jobs Created** | **Transitioned Jobs** |
| **Anticipated:** TBA | Insert number of new jobs anticipated at time of application | **Anticipated:** TBA | Insert number of transitioned jobs anticipated at time of application |
| **Actual:** TBA | Insert actual number of jobs created to date | **Actual:** TBA | Insert actual number of jobs transitioned to date |
| **How has the project helped to increase your productivity? Please quantify.**Insert text here |
| **How has the project assisted you to access new markets and improve your competitiveness?**Insert text here |
| **How has the project enhanced the sophistication and technical expertise of your business?**Insert text here |
| **Has the project contributed to the diversification of the State’s economy including supply chain improvements?**Insert text here |
| **Were there any other outcomes from the project?**Insert text here |

1. **Other comments.**

*Optional*

Insert text here

Please attach a Statutory Declaration of New Jobs Created – see Schedule 4 parts A and C.