



Australian Government

Department of Health

Letter of Agreement

I am very pleased to advise that your organisation, [Program Schedule Organisation Legal Name], ABN [Program Schedule Organisation ABN – hide if NULL] has been successful in its application for funding under the Support for Aged Care Workers in COVID-19 Program.

Program	Activity Name	Grant Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
[Program Schedule Program Formal External Name]	[Activity Title] – [Activity ID]	\$Sum of Activity Financials; [Overall Activity Value field across all financial years]	[\$Calculated field based on Activity Tax Code]	[\$Calculated]
Total		[\$Calculation]	[\$Calculation]	[\$Calculation]

The Commonwealth represented by the Secretary of the Department of Health or his delegate under section 83-1 of the *Aged Care Act 1997* (Cth) agrees to you performing the Grant Activity on the terms and conditions set out in:

- this letter and its attachments;
- the applicant’s declaration in your application;
- any alteration or addenda issued by the Commonwealth as published on GrantConnect;
- the *Support for Aged Care Workers in COVID-19 Program Grant Opportunity Guidelines GO4215*
- where applicable, the *Guiding Principles for residential aged care – keeping Victorian residents and workers safe* (or as relevant to other States and Territories);
- any frequently asked questions published on GrantConnect in relation to the Grant Opportunity Guidelines;
- any other document referenced or incorporated in the abovementioned Grant Opportunity Guidelines; and
- the remainder of your application.

Together, these documents form your legally binding Agreement with the Commonwealth. If there is any inconsistency between any of these documents, the document higher in the above list takes precedence to the extent of the inconsistency.

You have the right to opt out of this Agreement by providing written notice to the Department of Health (by emailing SACWIC@health.gov.au within 2 business days/[Item Text: Acceptance Days] of the date of this letter. Notifying the Department of Health that you opt out of this Agreement will immediately terminate this Agreement.

Please review the information in this Agreement as soon as possible and advise the Department in writing (email) within 2 business days if any of the details contained in the Agreement need to be amended by contacting SACWIC@health.gov.au.

As offered and agreed by you in your application declaration, this Agreement may specify a Grant Amount that is less than the maximum funding amount you applied for and/or may provide funding for some, but not all, of the activities and expenditure items specified in your application. The Grant Amount permitted to be spent per service area is set out in the Grant Details (and this may be less than that applied for in your application). You have right to opt out of and terminate this Agreement if you do not wish to proceed with the Agreement for the lesser amount (in total or per location), and/or fewer activities and expenditure items.

If you do not wish to opt out and all the details are correct, the Agreement will continue in force and payment for the conduct of the Grant Activity will be made to you after the 2 business days cooling off period in accordance with the terms of this Agreement.

If you have any questions about this Agreement, please contact SACWIC@health.gov.au.

Yours sincerely

[Program Schedule Internal Signatory]

Delegate of the Secretary of the Department of Health

September 2020

Parties to this Agreement

The Grantee

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

The Commonwealth

The Commonwealth of Australia represented by the Secretary of the Department of Health
23 Furzer Street, Phillip, ACT, 2606
ABN 83 605 426 759

Grant Details

Grant Activity

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

Activity Information	
Activity Name	[Activity Title] – [Activity ID]
Activity Start Date	[Activity Start Date]
Activity End Date	[Activity End Date]
Activity Details (what you must do)	[Activity Item Text: Item B - Deliverables] The Activity is the Activity described in the <i>Support for Aged Care Workers in COVID-19 Program Grant Opportunity Guidelines</i> GO4215 and your application

The information listed below on location, service area and the attributed Grant amount/s will be used by us to provide reports, by region, on those Grants.

The information may be published on a Commonwealth web site.

Any changes to the location or service area information must be advised to us in writing within thirty (30) business days of any change commencing and will be subject to our written approval.

Location Information

You have advised that all or part of the Activity will be delivered from the location/s specified below:

	Aged Care Type	Name	Address	Funding
1	Residential/Home care	Service name	[Organisation/Venue Address]	\$

Service Area

You have advised that the Activity will service the service area/s specified below:

	Type	Service Area
1	[Service Area Type]	[Service Area Value]

Deliverables

Description of Deliverable	Due Date
Provision of an acquittal report, which provides a detailed statement of receipts and expenditure in respect of the Grant and is prepared using the template provided by the Commonwealth, including a signed statement verifying that the Grant Activity was undertaken and the Grant was spent in accordance with this Agreement	10 business days from the end of activity period

Provision to the Commonwealth of assistance and other information and material as reasonably required by the Commonwealth	As requested by the Commonwealth
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Grant Payment

Subject to sufficient appropriation, the amount of the Grant is **[\$Overall Activity Value for all financial years]** in total excluding GST (if applicable).

Grant Information

Milestone	Anticipated Date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Letter of Agreement accepted	[Milestone Expected Due Date]	[\$Milestone Line Item GST exclusive amount]	[\$[Calculated field based on Activity Tax Code]	[\$[Calculated]
Total Amount		[\$[Calculation]	[\$[Calculation]	[\$[Calculation]

The Grant will be paid as soon as possible after the expiry of the abovementioned opt out period in the Letter of Agreement or as otherwise agreed by both parties.

The Grant is solely for the purpose set out in the Agreement and the Support for Aged Care Workers in COVID-19 Grant Opportunity Guidelines GO4215 ('Grant Opportunity Guidelines'). Further information about the requirements for spending the Grant can be found in the Grant Opportunity Guidelines.

All taxes, duties and government charges imposed or levied in Australia or overseas in connection with this Agreement must be paid by the Grantee, or as the Grantee might arrange. Without limiting the preceding sentence, the Grantee must pay Goods and Services Tax ('GST') on the goods, services and other supplies made under this Agreement to the extent that they are taxable supplies within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). In the event that the Grantee is found to have made a taxable supply, the Commonwealth will pay to the Grantee an amount equal to the GST and will provide to the Grantee a Recipient Created Tax Invoice.

If the Grantee has already spent funds eligible under and consistent with this Letter of Agreement prior to receiving this Letter of Agreement, the Grantee may retain grant funds equal to the amount of eligible expenditure under this Letter of Agreement.

Subject to the Grantee's compliance with this Agreement, payment(s) will be made into the following bank account:

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

The Grant must be held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth).

Unless the Grantee opts out of this grant agreement, the payment specified in the Letter of Agreement will be made into the relevant account after the two business days cooling off period following the date of the Letter of Agreement. If required, the Commonwealth may agree to funding or other variations to the Letter of Agreement and any such funding variation will be paid following departmental processing.

1. Undertaking the Grant Activity

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

2. Acknowledgements

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

3. Notices

The Grantee agrees to notify the Commonwealth of anything reasonably likely to affect the performance of the Grant Activity, including any actual, perceived or potential conflict of interest which could affect the Grantee's performance of this Agreement and to take action to resolve the conflict.

4. Payment of the Grant

4.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with this Agreement.

4.2 The parties agree that the amount of the Grant is inclusive of any GST payable and the Grantee agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement.

5. Spending the Grant

The Grantee agrees to spend the Grant for the sole purpose of undertaking the Grant Activity, and to provide a statement in the form required by the Commonwealth and signed by the Grantee, verifying that the Grant Activity has been undertaken and the Grant was spent in accordance with this Agreement.

6. Repayment

If any of the Grant amount has been spent other than in accordance with this Agreement, or on completion of the Grant Activity or termination of this Agreement is additional to the requirements of the Grant Activity, the Grantee agrees to repay that amount to the Commonwealth consistent with the timing of the debtor tax invoice, unless this Agreement specifies (or the Commonwealth agrees in writing) otherwise.

7. Record keeping

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant and to make them available to the Commonwealth on request.

8. Privacy

When dealing with Personal Information (as defined in the *Privacy Act 1988*) in carrying out the Grant Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of the *Privacy Act 1988*.

9. Grant Activity material

The Grantee gives (or procures for) the Commonwealth a non-exclusive, irrevocable, royalty-free licence for the Commonwealth to use, reproduce, publish and adapt all material that is provided to the Commonwealth under this Agreement.

10. Confidentiality

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

11. Insurance

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

12. Licences and approvals

The Grantee must ensure that all persons engaged to work on the Grant Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by the Commonwealth, including but not limited to police checks, Working With Children checks and Working with Vulnerable People checks.

13. Dispute resolution

13.1 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.

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

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

14. 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.

The Commonwealth will not be required to make any further payments of the Grant after the termination of the Agreement.

15. General provisions

15.1 A party is not by virtue of this Agreement an employee, agent or partner of the other party.

15.2 This Agreement may only be varied by the parties' signed written agreement.

15.3 Clauses 5 (Spending of the Grant), 6 (Repayment), 7 (Record keeping), and 9 (Grant Activity material) survive the expiry or termination of this Agreement.