

DEED OF GRANT

The Commonwealth is prepared to offer [*insert full name of Grantee including ABN and address*] ('the Grantee') a grant of [*insert grant amount exclusive of GST*] plus an amount equal to any GST imposed on any supply by the Grantee to the Commonwealth under this Deed. The grant is for the purpose of engaging a Consultant to assist the Grantee to implement the following recommendations resulting from the Grantee's Business Review:

- [*insert relevant recommendations from Grantee's Business Review*]
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The amount of the grant is to be determined by the Commonwealth in accordance with clause 2.1 of this Deed.

The Grant Funds will be drawn from the Enterprise Connect initiative.

The grant is made for the above mentioned purpose and is subject to the terms and conditions, set out below:

1. Definitions and Interpretation

In this Deed, unless the contrary intention appears:

Enterprise Connect initiative means the Commonwealth's national network established to provide access to new ideas, knowledge and technologies for small and medium sized businesses.

Business Review means a review of the Grantee's business conducted by a business adviser under Stage 1 of the Enterprise Connect initiative.

Commonwealth means the Commonwealth of Australia represented by the Department of Innovation, Industry, Science and Research , 10 Binara Street, Canberra, ACT 2600

Consultant means [*insert full name of Consultant engaged by the Grantee including the Consultant's ABN and address*], a specialist consultant providing a Tailored Advisory Service to the Grantee under the Enterprise Connect initiative.

Cost Incurred by the Grantee is the amount determined by the Commonwealth in accordance with clause 2.2 of this Deed but does not include any outgoing for which the Grantee is or would be entitled to an input tax credit (whether or not any input tax credit is claimed).

Eligibility Criteria mean the eligibility criteria for the Australian Industry Productivity Centres Program published in the Australian Industry Productivity Centres Client Guidelines.

Grant Funds means the amount paid to the Grantee under clause 2.8 of this Deed

Records include documents, receipts, ledgers, invoices, information and data stored by any means and all copies and extracts of the same.

Tailored Advisory Service means a service provided by a Consultant under the Enterprise Connect initiative to improve the Grantee's business processes and/or strategy and/or to facilitate growth of the Grantee's business.

Tax Invoice means a document which meets the requirements of a tax invoice as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and contains a description of the services provided by the Consultant to the Grantee and the period in which those services were provided.

2. Grant Payment

- 2.1. Subject to parliamentary appropriation and the Grantee's compliance with Clause **2.6** below, the Commonwealth shall reimburse to the Grantee *[insert grant amount exclusive of GST]* plus an amount equal to any GST imposed on any supply by the Grantee to the Commonwealth under this Deed.
- 2.2. The Cost Incurred by the Grantee will be determined by the Commonwealth based on the information provided by the Grantee under clause **2.6** of this deed.
- 2.3. If GST is imposed on any supply by the Grantee to the Commonwealth under this Deed, the Commonwealth must (subject to the Grantee's compliance with clause **2.5** of this Deed) pay to the Grantee the amount imposed at the same time as and in addition without setoff to the amount the Commonwealth is required to pay the Grantee under clause **2.1** of this Deed.
- 2.4. If the amount of GST paid by the Commonwealth to the Grantee in relation to a supply under this Deed differs for any reason from the amount of GST paid or payable by the Grantee in relation to the supply, the difference must be paid to the Grantee by the Commonwealth or by the Grantee to the Commonwealth as the case may be and the Grantee must provide the Commonwealth with any adjustment note required in this respect within 28 days.
- 2.5. If GST is imposed on any supply under this agreement and the Commonwealth is required to pay the amount of GST to the Grantee, the Grantee must provide a Tax Invoice to the Commonwealth (so that the Commonwealth may claim any input tax credit for the amount of GST payable) no later than 28 days prior to the date the Commonwealth is required to pay the relevant amount of the Grant funds to the Grantee.
- 2.6. The Grantee shall provide the following information to the Commonwealth:
 - 2.6.1. A declaration in the form set out at **Attachment 1** to this Deed signed by, or on behalf of, the Grantee:
 - (i) confirming that the Tailored Advisory Service has been completed;

- (ii) identifying the amount paid by the Grantee to the Consultant for the provision of the Tailored Advisory Service; and
 - (iii) acknowledging that the amount paid by the Grantee to the Consultant did not include any financial assistance obtained from a Local, State, Territory or Commonwealth Government or any 'in kind' contributions;
- 2.6.2. A Tax Invoice, addressed to the Grantee and issued by the Consultant, for the provision of the Tailored Advisory Service;
- 2.6.3. A receipt issued by the Consultant confirming the amount paid by the Grantee to the Consultant for the provision of the Tailored Advisory Service; and
- 2.6.4. Any additional information requested by the Commonwealth under clause **2.7** of this deed.
- 2.7. The Commonwealth may by notice to the Grantee request that the Grantee provide to the Commonwealth any information that the Commonwealth reasonably requires to confirm that the Grantee meets the Eligibility Criteria and to determine the Cost Incurred by the Grantee. The Grantee must provide the information requested under this clause within 10 days of the Commonwealth's request.
- 2.8. The Grant funds, as determined by the Commonwealth in accordance with clauses **2.1** and **2.3** of this Deed, shall be paid electronically by the Commonwealth to an Australian bank account nominated in writing by the Grantee.

3. Conditions

- 3.1. The Grantee shall:
 - 3.1.1. meet the Eligibility Criteria;
 - 3.1.2. ensure that all information provided by the Grantee to the Commonwealth under clause **2.6** of this Deed is true and correct;
 - 3.1.3. ensure that the total liability of the Commonwealth under this Deed does not exceed the amount of the Grant funds determined by the Commonwealth in accordance with clauses **2.1** and **2.3** of this Deed;
 - 3.1.4. keep (and retain for at least 36 months from the time of making) such records (including all receipts and invoices) as are necessary to provide a complete, detailed record of the expenditure of Grant funds provided by the Commonwealth under this Deed;
 - 3.1.5. within 30 days, 12 months and 24 months of the Consultant finalising its assistance to the Grantee under the Tailored Advisory Service, submit to the Commonwealth reports, in a format provided by the Commonwealth;

- (i) assessing the outcome and expected benefits resulting from the Grantee's use of the Tailored Advisory Service;
- (ii) identifying the Grantee's level of satisfaction with the Tailored Advisory Service; and
- (iii) addressing any additional criteria notified by the Commonwealth to the Grantee.

3.1.6. in all its publications, promotional materials and activities acknowledge the financial support it has received from the Commonwealth pursuant to this Deed including such acknowledgement in all relevant advertising, at the Grantee's business offices and in other forms of publicity of the Grantee;

3.1.7. indemnify and keep indemnified the Commonwealth, its officers, employees, servants and agents from and against all actions, proceedings, suits, claims and demands whatsoever which may be brought or made against the Commonwealth, its officers, employees, servants or agents by any person for or in respect of any financial loss or damage, physical injury to any person (including death) or loss of or damage to any property arising out of or as a consequence of any act or omission (including negligence) of the Grantee, its officers, employees, servants, sub-contractors or agents in the course of, or incidental to the performance of this Deed, and also from any costs and expenses that may be incurred in connection with any such action, proceeding, suit, claim or demand; and

3.1.8. if requested by the Commonwealth, promptly allow Commonwealth officers, or persons authorised by the Commonwealth, access to documents relating to the bank account referred to clause 2.8 and the records referred to in sub-clause 3.1.4.

4. Negation of employment

4.1. The Grantee, its officers, employees, servants and agents and any other persons engaged in connection with the grant shall not by virtue of the Deed be or become in the service or employment of the Commonwealth for any purpose and the Grantee shall be responsible for all matters requisite as employer or otherwise in relation to such officers, employees, servants and agents and other persons who are so engaged.

5. Termination and recovery of money

5.1. If the Grantee breaches any of its obligations under clause 3 of this Deed the Commonwealth may by written notice terminate this Deed and recover from the Grantee a sum equal to all or any part of the Grant funds paid to the Grantee.

5.2. The Commonwealth may at any time, at its absolute discretion, by written notice to the Grantee, terminate this Deed, in whole or in part.

6. Entire agreement and variation

- 6.1. This Deed constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the parties with respect to the subject matter of this Deed.
- 6.2. No agreement or understanding varying or extending this Deed shall be legally binding upon either party unless in writing and signed by both parties.

7. Applicable law

- 7.1. This Deed shall be governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory.

8. Compliance with law and Commonwealth Policies

- 8.1. The Grantee must, in carrying out this agreement comply with:
- 8.1.1. all relevant statutes, regulations, bylaws, and requirements of the Commonwealth and any State, Territory or local authority and in particular the *Crimes Act 1914*, *Racial Discrimination Act 1975*, *Sex Discrimination Act 1984* and the *Disability Discrimination Act 1992*; and
 - 8.1.2. its obligations, if any, under the *Equal Opportunity for Women in the Workplace Act 1999* and must not enter into a subcontract under this Deed with a subcontractor named by the Director of Equal Opportunity for Women in the Workplace as an employer currently not complying with that Act.

9. Contact Officer

- 9.1. The Commonwealth's contact officer for this grant is *[insert name, position and contact details of DIISR officer]*
- 9.2. The Grantee's contact officer for this grant is *[insert name, position and contact details of Grantee representative]*

10. Assignment

- 10.1. The Grantee shall not assign, in whole or in part, its benefits under this Deed without the prior written approval of the Commonwealth.

11. Survival of clauses

11.1. Clauses **3, 5, 6** and **7** shall survive termination of this Deed.

SAMPLE

The undertaking of the Commonwealth to provide the Grant funds is conditional upon the proper execution of this Deed in duplicate by the Grantee and return of both copies to the Department's contact officer for execution no later than [insert date executed Deed must be returned by].

The parties have executed this agreement as a Deed.

SIGNED SEALED AND DELIVERED)
for and on behalf of COMMONWEALTH OF)
AUSTRALIA)

[DATE] on)
by its authorised representative)

John Dean)
General Manager, Enterprise Connect)
Department of Innovation, Industry, Science)
and Research)

.....
(SIGNATURE)

In the presence of:

.....
(SIGNATURE OF WITNESS)

.....
(NAME OF WITNESS)

SIGNED SEALED AND DELIVERED BY:)

.....)
(NAME OF DIRECTOR))

<NAME OF GRANTEE>)

ABN [insert Grantee ABN])

[Date] on)

.....
(SIGNATURE OF DIRECTOR)

For and on behalf of the Directors)

in the presence of:)

.....)
(SIGNATURE OF WITNESS))

.....
(NAME OF WITNESS)

**ENTERPRISE CONNECT
TAILORED ADVISORY SERVICES GRANT DECLARATION**

Please fill in a separate declaration for each consultant used at the completion of the project.

For the purpose of this declaration:

Grantee means: _____
[insert full name and ABN of Grantee]

Consultant means: _____
[insert full name and ABN of Consultant]

(1) Name, address and occupation of person making the declaration.

I, (1) _____ make the following declaration:

1. That I have authority to make this declaration on behalf of the Grantee.
2. That Consultant was engaged by Grantee on ___/___/___ [insert date] to provide a Tailored Advisory Service to Grantee under Stage 2 of the Productivity Centres Initiative.
3. That the Tailored Advisory Service provided by Consultant to Grantee under Stage 2 of the Productivity Centres Initiative has concluded;
4. That the amount paid by Grantee to Consultant for the provision of the Tailored Advisory Service was \$ _____ [insert amount in Australian dollars].
5. That the amount referred to in 4. above did not include any financial assistance obtained by Grantee from any Local, State, Territory or Commonwealth Government or any 'in kind' contributions.
6. That I have attached the Tax Invoice provided to Grantee by Consultant for the provision of the Tailored Advisory Service
7. That I have attached a receipt from Consultant confirming that the amount referred to in 4. above has been paid in full by Grantee; and
8. That all of the information that I have provided to the Commonwealth (including the contents of this declaration) is complete, true and correct.

I understand that the Commonwealth is relying on the accuracy of the information provided by me (including the contents of this declaration) in determining the Grantee's entitlements under the Productivity Centres initiative.

I understand that giving false or misleading information in connection with this declaration is a serious offence.

(2) Signature of person making the declaration.

(2) _____

(3) Date on which the declaration was made.

Date: (3) ___/___/___

Please submit this signed declaration to the Department of Innovation, Industry, Science and Research along with a:

- copy of the tax invoice issued to you by the consultant for the provision of services;
- receipt issued to you by the consultant confirming the amount paid for the services;
- completed report template; and
- tax invoice to the Department of Innovation, Industry, Science and Research for the grant amount.

Any questions on completing this form can be emailed to enterpriseconnect@innovation.gov.au.