



Commonwealth of Australia

File Number: <insert>

[Name]  
[Recipient Entity] ('the Recipient')  
[Address]

Dear [Name]

I am pleased to advise that the Department of Foreign Affairs and Trade (ABN 47 065 634 525) (**DFAT**) on behalf of the Commonwealth of Australia wishes to award your organisation (the Recipient) a grant to support the activity “[Insert Activity title]”, ([Insert DFAT Agreement number]) described in your application in SmartyGrants (“Activity Proposal”). The details of the grant are set out in **Part A**. If the Recipient accepts the grant, it must comply with the terms and conditions set out in **Part B**.

Please read Parts A and B attached to this letter carefully as those documents, together with this letter and your Activity Proposal, will comprise the “**Agreement**”.

To accept the grant on behalf of the Recipient, please sign the acceptance of grant as part of this letter and return a scanned copy of the full agreement to [friendshipgrants@dfat.gov.au](mailto:friendshipgrants@dfat.gov.au) (including each Part).

Please contact <insert DFAT officer’s name> (<insert email address>) if you have any questions regarding this letter and quote the DFAT Agreement number listed above.

Yours sincerely

[DFAT delegate name]  
Delegate

[Month] [Year]

**ACCEPTANCE OF GRANT AND WORKING WITH VULNERABLE PEOPLE STATEMENT OF COMPLIANCE**

I, \_\_\_\_\_ (insert name), \_\_\_\_\_ (insert position title), \_\_\_\_\_ (insert organisation) make the following statement for the benefit of the Department of Foreign Affairs and Trade in relation to the XXXXXXXXXX (Grant Activity).

Having made all reasonable inquiries, I have grounds to believe that the organisation itself, and staff working with vulnerable people (including children) on behalf of my organisation in relation to the Grant Activity:

- comply with relevant legislation relating to requirements for working with vulnerable people (including children) in the jurisdiction in which they work; and
- have complied with relevant legislation in their jurisdictions relating to mandatory reporting of suspected child abuse and neglect as required or otherwise defined by state or territory legislation.

I undertake to ensure that all staff will continue to comply for the duration of the Grant Activity.

Furthermore, on behalf of the Recipient, I accept the grant offered by DFAT as described in Part A, to implement the Activity described in the Activity Proposal, and on the terms and conditions set out in Part B.

I confirm that I am duly authorised to sign this form on behalf of the Recipient.

in the presence of:

\_\_\_\_\_  
Signature of authorised officer

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Name of witness (*Print*)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Please return signed Agreement by XXXXXXXX to: [FriendshipGrants@dfat.gov.au](mailto:FriendshipGrants@dfat.gov.au) where DFAT will organise countersignature and return a copy of the agreement to you.**

**SIGNED** for and on behalf of the **COMMONWEALTH OF AUSTRALIA** represented by the  
Department of Foreign Affairs and Trade by:

in the presence of:

\_\_\_\_\_  
Signature of PGPA Delegate/authorised DFAT  
representative

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of Delegate/authorised DFAT representative  
(*Print*)

\_\_\_\_\_  
Name of witness (*Print*)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Part A – GRANT DETAILS

<b>Recipient</b>	[Insert full legal name of the Recipient]
<b>Recipient ABN/ACN/ARBN</b> (or other unique business identification number)	[Insert number]
<b>Recipient’s registered business address</b>	[Insert Recipient’s business address]
<b>DFAT Agreement Number</b>	[Insert Agreement number]
<b>Activity</b>	[Insert name of Activity]
<b>Activity Proposal</b>	The Activity as described in SmartyGrants [https://manage.smartygrants.com.au].
<b>Start and End Dates</b>	Start Date: When the agreement is signed by both parties End Date: [Insert Date]
<b>Grant and Activity Reporting Dates</b>	Mid-term Activity Report date: [Insert report date] Final Activity Report date: [Insert report date]
<b>Grant</b>	AUD[Insert amount], plus GST amount of [Insert amount]
<b>Payment Conditions</b>	DFAT will pay the grant within thirty (30) days of the date of this Agreement being entered into and subject to receipt of a valid invoice as per Clause 2 of Part B.
<b>Recipient Contact</b>	Name: Postal Address: Street Address: Email: Telephone:
<b>DFAT Contact</b>	Name: Friendship Grants Unit Postal Address: R.G. Casey Building John McEwen Crescent BARTON ACT 0221 Australia Street Address: R.G. Casey Building John McEwen Crescent BARTON ACT 0221 Australia Email: <a href="mailto:FriendshipGrants@dfat.gov.au">FriendshipGrants@dfat.gov.au</a> Telephone: 02 6261 1850

## **Part B – TERMS AND CONDITIONS OF GRANT AGREEMENT**

### **1. INTERPRETATION**

- 1.1. Terms used in these Terms and Conditions have the meaning given in the Grant Details.

### **2. PAYMENT OF THE GRANT**

- 2.1. The Recipient must give DFAT an invoice requesting payment of the Grant which includes the DFAT Agreement Number in the Grant Details and the name of the Activity.

- 2.2. The Recipient must send the invoice:

By email to:

[friendshipgrants@dfat.gov.au](mailto:friendshipgrants@dfat.gov.au) Or

By mail to:

Chief Finance Officer

Department of Foreign Affairs and Trade

R.G. Casey Building

John McEwen Crescent

Barton ACT 0221

AUSTRALIA

- 2.3. If the Recipient has an Australian Business Number (ABN), the invoice must be a valid tax invoice, and where the Recipient is registered for GST, the invoice must specify as a separate item the amount of GST payable by DFAT.

### **3. RECIPIENT'S OBLIGATIONS**

- 3.1. The Recipient must:

- (a) implement the Activity as per the Activity Proposal.
- (b) implement the Activity in accordance with the Friendship Grants Guidelines.
- (c) follow the guidance documents provided by DFAT in relation to the DFAT funded activity.
- (d) commence the Activity on the Start Date and complete the Activity on the End Date specified in the Grant Details.
- (e) use the Grant diligently and for the sole purpose of the Activity.
- (f) pay all taxes and government charges in connection with the performance of this Agreement.
- (g) promptly advise DFAT if it has any problems with or experiences any delays in the implementation of the Activity.
- (h) acknowledge the Grant where appropriate (for example, in publicity for the Activity).
- (i) keep detailed accounts and records of how it spent the Grant and make them available to the Commonwealth on request.
- (j) comply with the law when implementing the Activity.
- (k) comply with DFAT's *Child Protection Policy* and *Environmental and Social Safeguard Policy for the Aid Program*.
- (l) promptly advise DFAT if it discovers any link between the Recipient or the Activity and organisations or individuals associated with terrorism.

- (m) if required by DFAT, permit DFAT to monitor and/or evaluate the Activity and/or the use of the Grant.
- (n) if required by DFAT, permit DFAT to audit its accounts and records relating to the Activity and the Grant.
- (o) not engage an employee or volunteer listed on a Relevant List for the purpose of implementing the Activity.
- (p) not enter into a contract for the purpose of implementing the Activity with a person or entity that is listed on a World Bank List or a Relevant List.
- (q) immediately advise DFAT if it discovers any link between the Recipient or the Activity and persons or entities associated with terrorism, regardless of whether that person or entity is listed on a Relevant List.
- (r) immediately inform DFAT if it discovers that an employee or volunteer with whom it has engaged for the purpose of implementing the Activity is listed on a Relevant List.
- (s) immediately inform DFAT if it discovers that a person or entity with which it has entered into a contract for the purpose of implementing the Activity is listed on a World Bank or a Relevant List.
- (t) if directed by DFAT to do so and at no cost to DFAT, terminate a contract entered into for the purpose of implementing the Activity if the contractor is listed on a World Bank List or a Relevant List.

3.2. In Clauses 3.1 and 11.1(d):

- (a) “World Bank List” means a list of organisations maintained by the World Bank in its “Listing of Ineligible Firms and Individuals” posted at:  
<http://www.worldbank.org/en/projects-operations/procurement/debarred-firms>
- (b) “Relevant List” means:
  - i. any similar list to the World Bank List maintained by any other donor of development funding such as the [Asian Development Bank Sanctions List](#); and
  - ii. the [Australian Government’s Listed Terrorist Organisations](#) and, [DFAT’s Consolidated List](#) of all persons and entities who are subject to targeted financial sanctions or travel bans under Australian sanctions laws.

3.3. The Recipient must use its best endeavours to ensure that:

- (a) its personnel comply with the law when implementing the Activity;
- (b) individuals or organisations involved in implementing the Activity are not linked, directly or indirectly, to organisations or individuals associated with terrorism; and
- (c) the Grant is not used to provide direct or indirect support or resources to organisations or individuals associated with terrorism.

3.4. The Recipient must not:

- (a) use the Grant to buy an asset unless that asset is referred to in the Activity Proposal or the purchase has been approved in writing by DFAT.
- (b) dispose of or write-off assets purchased with the Grant except as approved in writing by DFAT.
- (c) give to or receive from anyone a gift, payment or other benefit if the act is or could be construed as illegal or corrupt.

- (d) give to or receive from anyone a gift, payment or other benefit as a reward in relation to this Agreement.
- (e) commit or attempt to commit an act of bribery.
- (f) assign its interest in this Agreement without DFAT's prior written approval.
- (g) use the grant for any other purpose than that for which it is given.

#### **4. CONFIDENTIALITY**

- 4.1. The parties agree not to disclose each other's confidential information without prior written consent of the other party unless required or authorised by law or Parliament.
- 4.2. This Clause shall survive expiration or termination of this Agreement.

#### **5. FRAUD CONTROL**

- 5.1. For the purposes of this paragraph, "Fraudulent Activity", "Fraud" or "Fraudulent" means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes incidents of attempted, alleged, suspected or detected fraud.
- 5.2. The Recipient must not and must ensure that its employees or anyone acting on behalf of the Recipient, including volunteers and subcontractors, do not engage in any Fraudulent Activity. The Recipient is responsible for preventing and detecting Fraud.
- 5.3. If the Recipient becomes aware of any Fraudulent Activity involving any activities funded in whole or in part with the Grant provided under this Agreement, the Recipient must report the matter to DFAT within five (5) business days.
- 5.4. The Recipient must investigate the alleged Fraud at the Recipient's cost and take actions in accordance with its regulations, rules, policies, procedures and any directions or standards required by DFAT.
- 5.5. The Recipient must keep DFAT informed, in writing, on a monthly basis, regarding the status of actions undertaken with respect to the investigation of alleged Fraudulent Activity
- 5.6. Following the conclusion of any investigation which identifies Fraudulent Activity, the Recipient must:
  - (a) take all reasonable action to recover any part of the Grant, the subject of Fraudulent Activity;
  - (b) as required by DFAT, reimburse to DFAT any part of the Grant misappropriated through Fraudulent Activity; and
  - (c) at the conclusion of the investigation, if the allegation is substantiated, refer the matter to the local police or other appropriate law enforcement authority, unless the Director of DFAT's Fraud Section agrees otherwise in writing.
- 5.7. The obligations of the Recipient under this Clause 5 shall survive the termination or expiration of this Agreement.

#### **6. REPORTING AND ACQUITTALS**

- 6.1. The Recipient is required to submit, in SmartyGrants online, a Mid-term Report on or before the date specified in the Grant Details (unless otherwise advised in writing by DFAT) that includes:
  - (a) an update, demonstrating progress towards achieving the objectives of the Activity that can be used for promotional purposes by DFAT;
  - (b) details of any major challenges to date and the impact or effect they will have on the Activity; and
  - (c) confirmation that the Grant is being spent in accordance with the Activity

Proposal, including the specified budget being expended by the original timeframe.

- 6.2. The Recipient is required to submit, in SmartyGrants online, a Final Activity Report on or before the date specified in the Grant Details (unless otherwise advised in writing by DFAT) that includes:
- (a) whether the Activity was completed in accordance with the Activity Proposal, and achieved the proposed objectives;
  - (b) any lessons learnt, including any challenges faced during the implementation of the Activity; and
  - (c) a financial acquittal statement that:
    - i. states how (including specifying the amounts) the Recipient spent the Grant;
    - ii. states the amount of funds that the Recipient contributed towards the Grant;
    - iii. confirms that the Recipient spent the Grant in accordance with this Agreement; and
    - iv. is certified by an authorised officer of the organisation that could be the senior financial officer or the head of the Recipient organisation that:
      - a) the financial acquittal is accurate;
      - b) the financial acquittal properly reflects the financial accounts, records and systems of the Recipient;
      - c) sufficient and appropriate supporting documentation has been maintained; and
      - d) all expenditure was used only for the purposes of the Grant and complies with the terms of the Agreement.
- 6.3. The Recipient must, during the term of this Agreement, give DFAT at least two (2) case studies with at least four (4) high quality supporting images, consistent with the guidance provided by DFAT. These must be submitted as part of the Mid-term Report and the Final Report [through SmartyGrants](#).

## **7. REPAYMENT OF UNSPENT GRANT FUNDS**

- 7.1. If at the completion of the Activity, the Recipient has not spent any part of the Grant, it must return the unspent funds to DFAT within 14 days of submitting its final acquittal statement.
- 7.2. If upon variation of this Agreement (see Clause 11 – Variation), the Recipient does not intend to spend any part of the Grant, it must return the unspent funds to DFAT within 14 days of the date of the Variation.

## **8. INTELLECTUAL PROPERTY**

- 8.1. The Recipient will own any intellectual property in material (including information and photographs and videos it includes in the Mid-term and Final Reports) created for or by the Activity but grants DFAT an irrevocable, perpetual, non-exclusive, world-wide, royalty-free licence to use, reproduce, adapt, modify and communicate the material for any purpose. This includes the right to sub-license the material.

## **9. INSURANCE**

- 9.1. The Recipient is responsible for obtaining any insurance necessary or prudent for undertaking the Activity.

## **10. TERMINATION**

- 10.1. DFAT may immediately terminate this Agreement by giving the Recipient a notice in



writing if the Recipient:

- (a) becomes, or in the opinion of DFAT may become, bankrupt, insolvent, deregistered or no longer able to undertake the Activity to a standard acceptable to DFAT;
- (b) fails to commence or, in the opinion of DFAT, fails to make satisfactory progress in carrying out the Activity and the failure has not been remedied within the time specified in a written request from DFAT to remedy the failure;
- (c) breaches a term of this Agreement and does not remedy the breach within the time stipulated in a written request from DFAT to remedy the breach; or
- (d) is listed on a World Bank List or Relevant List, or is subject to any proceedings, or an informal process, which could lead to being listed or temporarily suspended from tendering for World Bank or other donors of development funds contracts, or is subject to an investigation whether formal or informal by the World Bank or another donor of development funding.
- (e) Provides false or misleading information at any time in relation to the grant application, or at any time for the purpose of the administration and management of the grant. Giving false or misleading information is a serious offence under the Criminal Code Act 1995, or
- (f) is found to have committed any other act of fraud, corruption or bribery.

10.2. DFAT or the Recipient may terminate this Agreement by giving the other party a written termination notice which includes the reasons for termination.

10.3. If this Agreement is terminated, the Recipient must:

- (a) immediately do everything possible to prevent and reduce all losses, costs and expenses caused by the termination;
- (b) as soon as possible, stop spending any uncommitted Grant funds; and
- (c) Within thirty (30) days of the termination, give DFAT an acquittal statement (see clause 6.2) and return to DFAT any uncommitted Grant funds (including unspent interest and exchange rate gains).

## **11. VARIATION**

11.1. DFAT may immediately vary this Agreement by giving the Recipient notice in writing if:

- (a) DFAT deems or reasonably suspects that continuing the Recipient's Activity in a particular location would pose danger to the Recipient; or
- (b) at DFAT's discretion, if it is reasonable to do so.

11.2. The Recipient may request to vary this Agreement by giving details to DFAT in writing if:

- (a) the Recipient reasonably suspects that continuing its Activity in a particular location would pose danger to the Recipient; or
- (b) the Recipient encounters an extreme, mitigating circumstance not listed in this Agreement.

11.3. DFAT will give the Recipient written notice accepting or rejecting the Recipient's request for variation.

11.4. Any variation to this Agreement must be in writing and signed by both DFAT and the Recipient.

## **12. COUNTER TERRORISM**

12.1. Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both DFAT and the Recipient are firmly committed to the international fight against terrorism, and in

particular, against the financing of terrorism. DFAT seeks to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. To those ends, the Recipient is committed to taking appropriate steps to ensure that the Grant provided by DFAT to support the Recipient is not used to provide assistance to, or otherwise support, terrorists or terrorist organisations, and will inform DFAT immediately if, during the course of this agreement, the Recipient determines that any such Grant funds have been so used. To fulfil DFAT's counter terrorism requirements, the Recipient must fulfil their obligations stipulated under clause 3

### **13. ANTI-CORRUPTION**

- 13.1. DFAT and the Recipient are committed to preventing and detecting corruption and bribery. The Recipient, through its employees or anyone acting on behalf of the organisation, including volunteers and subcontractors, will not make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this agreement or any arrangement or provision of funds in relation to its operations. The Recipient will use its best endeavours to ensure that any employee, agent, representative or other entity it is responsible for will comply with this paragraph. The Recipient will promptly notify DFAT of any suspected or detected corruption or bribery affecting programs funded by DFAT under this Grant and actions taken by the Recipient in response.

### **14. CHILD PROTECTION**

- 14.1. The Recipient must comply, and must ensure that its employees, agents and subcontractors comply with DFAT's *Child Protection Policy*, accessible at <http://www.dfat.gov.au/childprotection/>.
- 14.2. DFAT may conduct a review of the Recipient's compliance with DFAT's Child Protection Policy referred to in Clause 17.1. DFAT will give reasonable notice (at least 14 calendar days) to the Recipient and the Recipient must participate co-operatively in any such review.
- 14.3. Any suspected or alleged case of child exploitation, abuse or policy non-compliance by anyone within scope of the Activity must be reported immediately to [childwelfare@dfat.gov.au](mailto:childwelfare@dfat.gov.au).
- 14.4. The recipient must sign and return to DFAT the Working with Vulnerable People Statement of Compliance.

### **15. PREVENTION OF SEXUAL EXPLOITATION, ABUSE AND HARASSMENT**

- 15.1. The Recipient must comply, and must ensure that its Personnel comply with DFAT's *Prevention of Sexual Exploitation, Abuse and Harassment Policy*, accessible at <https://dfat.gov.au/international-relations/themes/preventing-sexual-exploitation-abuse-and-harassment/Pages/default.aspx>
- 15.2. DFAT may conduct a review of the Recipient's compliance with DFAT's *Prevention of Sexual Exploitation, Abuse and Harassment Policy*. DFAT will give reasonable notice to the Recipient and the Recipient must participate co-operatively in any such review.

### **16. ENVIRONMENTAL AND SOCIAL SAFEGUARDS**

- 16.1. The Recipient must comply with and implement the requirements set out in DFAT's *Environmental and Social Safeguard Policy for the Aid Program*, accessible at <http://dfat.gov.au/about-us/publications/Pages/environmental-social-safeguard-policy-for-the-aid-program.aspx>.
- 16.2. DFAT may conduct a review of the Recipient's compliance with DFAT's *Environmental and Social Safeguard Policy for the Aid Program* referred to in clause 16.1. DFAT will give reasonable notice to the Recipient and the Recipient must participate co-operatively

in any such review.

- 16.3. The Recipient must ensure that any subcontract in relation to the Activity includes equivalent obligations and rights to those set out in clauses 16.1 and 16.2.

## **17. COMPLIANCE WITH LAWS AND POLICIES**

- 17.1. The Recipient must, and must ensure that its Personnel, have regard to and comply with relevant and applicable Laws, guidelines and policies, including those in Australia and in the Partner Country.
- 17.2. The Recipient must, and must ensure that its Personnel comply with all DFAT policies as listed on DFAT's website <http://www.dfat.gov.au>.

## **18. PUBLICITY AND BRANDING**

- 18.1. The Recipient acknowledges and agrees to DFAT publishing information about the Grant and the outcomes of the Activity (including information included in its Activity Reports) on any website and/or social media accounts.
- 18.2. The Recipient agrees to acknowledge DFAT's support for its Activity in all associated Recipient documents and publications, both hard copy and electronic, media, speeches and other announcements. This includes concept papers, board approval documents, media releases, speeches, brochures and publicity materials, signs, web pages and formal correspondence, including and especially with the partner country concerned. The Recipient should use the DFAT branding as set out on the DFAT website, accessible at <http://dfat.gov.au/about-us/corporate/pages/logos-and-style-guides.aspx>.
- 18.3. The Recipient must only use DFAT branding in connection with the Activity and only for the duration of the Activity or for such reasonable period thereafter in order to promote the outcomes of the Activity. The Recipient must not use DFAT branding in any manner which may deceive or cause confusion or bring DFAT's branding into disrepute. DFAT reserves the right to request the Recipient to discontinue use of its branding if in DFAT's reasonable opinion use of the DFAT brand by the Recipient does not comply with this Clause 18.

## **19. GENERAL**

- 19.1. This Agreement commences on the date it is signed by DFAT and the Recipient, or if signed on different dates, the date of last signature, and will continue until the parties have fulfilled all of the obligations under the Agreement.
- 19.2. DFAT must send notices to the Contacts provided in the Recipient's Application Form (which can be updated as required).
- 19.3. The Recipient must send notices to the DFAT Contact in the Grant Details.
- 19.4. This Agreement is governed by the law of the Australian Capital Territory, Australia.
- 19.5. The Recipient accepts that if the travel advice, as defined by Smartraveller, changes to 'reconsider your need to travel' or 'do not travel', DFAT will advise the Recipient of any necessary additional requirements, may restrict travel and/or renegotiate the agreed Activity and/or withdraw remaining Friendship Grant funds to the Activity.
- 19.6. The parties consent to share information with members of parliament and other key stakeholders as DFAT deems appropriate.