

**Draft**

Date: [

Time: [

## **Short-form Funding Deed for *[insert name of project]***

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**Commonwealth of Australia** acting through  
the Department of Agriculture, Fisheries and  
Forestry  
**(Commonwealth)**

***[Insert full name of Grantee]***  
**(Grantee)**

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**DATE OF EXECUTION** *[Insert the date in handwriting when the Deed is signed by the Commonwealth. This is not necessarily the same as the Commencement Date. The Commonwealth should sign after the Grantee has signed.]*

**PARTIES**

**Commonwealth of Australia** ABN 24 113 085 695 for the purposes of this Deed, acting through the Department of Agriculture, Fisheries and Forestry (**Commonwealth**)

Address:

Facsimile:

Email:

Contact officer and Attention:  
telephone number:

**[Name of Grantee]** ABN **[Insert the Grantee's ABN]** (**Grantee**)

Address:

Facsimile:

Email:

Contact officer and Attention:  
telephone number:

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## BACKGROUND

- A. The funding program is Community Networks and Capacity Building (CNCB), a component of Australia's Farming Future. CNCB aims to build the leadership and representative capacity of specific target groups to strengthen community resilience and the productivity of primary industries to climate change. These groups include women, young people, Indigenous Australians and people from culturally and linguistically diverse backgrounds.
- B. The Grantee has applied for funding under the funding program.
- C. The Commonwealth has agreed to provide funding to the Grantee to assist it with a project under that program.
- D. The Commonwealth must ensure accountability of the Funding and the Grantee is therefore required to be accountable for all Funding received.
- E. The Commonwealth's funding to the Grantee is subject to the terms and conditions set out in this Deed.

## AGREED TERMS

### 1. DEFINED TERMS

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In this Deed, unless the context otherwise requires:

**Asset** means an asset acquired by the Grantee wholly or partly with the Funds which has a value of \$5000 or more and which is listed in the Schedule.

**Bank Account** means the bank account specified the Information Table in the Schedule.

**Budget** means the budget for the Project in the Schedule.

**Commencement Date** means the date specified in the Information Table in the Schedule.

**Deed** means this funding deed and includes any schedules.

**Funding** means the amount specified in the Information Table of the Schedule.

**Key Performance Indicators** or **KPIs** mean the indicators specified in the Schedule.

**Milestones** means the milestones specified in the Schedule..

**Objectives** means the objectives of the parties in entering into this Deed specified in the Schedule.

**Other Contributions** means contributions towards the Project, whether financial or otherwise, set out in the Schedule and which are obtained by the Grantee from persons other than the Commonwealth and, for the avoidance of doubt, includes the Grantee's own contributions.

**Project** means the project described in the Schedule.

**Reports** means the reports to be provided to the Commonwealth relating to the Project containing the information described in the Schedule.

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**Term** means the period specified in the Information Table in the Schedule commencing on the Commencement Date.

## **2. PROJECT PERFORMANCE**

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### **2.1 Project performance**

The Grantee must undertake the Project during the Term in accordance with this Deed diligently, effectively and with due care and skill.

### **2.2 Milestones and KPIs**

The Grantee must carry out the Project in accordance with the Milestones and the Key Performance Indicators.

### **2.3 Assessment of the Project**

The Grantee must:

- (a) provide to the Commonwealth such information concerning the Project as the Commonwealth reasonably requests from time to time; and
- (b) facilitate such visits by representatives of the Commonwealth as the Commonwealth reasonably requests for the purposes of assessing the Project.

## **3. FUNDING PAYMENT**

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### **3.1 Payment of Funding**

The Commonwealth will pay the Funding to the Grantee at the times and in the manner specified in the Schedule if:

- (a) the funds for the Funding have been appropriated;
- (b) the Grantee has performed the part of the Project to which the instalment relates, in accordance with the Milestones and Key Performance Indicators relevant to the payment to the satisfaction of the Commonwealth; and
- (c) the Commonwealth receives a tax invoice which sets out
  - (i) the total amount of the Funding instalment to which the invoice relates;
  - (ii) the project number
  - (iii) the name of the department's contact officer; and
  - (iv) such other information as the Commonwealth requires.

### **3.2 Right to suspend payment**

The Commonwealth may suspend payment of the Funding or a part of it:

- (a) if the Grantee has not completed a Report that is due to be completed before the date for payment, until that Report is completed;
- (b) if the Grantee has not achieved a Milestone that was due to be completed before the date for payment, until that Milestone is completed;

- (c) if the Grantee has not otherwise performed the Project to the satisfaction of the Commonwealth, until the Grantee remedies its performance; or
- (d) if the Grantee is in breach of this Deed, until the breach is rectified.

### **3.3 The Funding and Other Contributions**

- (a) The Grantee must obtain the Other Contributions (if applicable) set out in the Schedule.
- (b) The Grantee must notify the Commonwealth immediately if it does not obtain all or part of the Other Contributions.
- (c) If the Grantee fails to obtain the Other Contributions, the Commonwealth may:
  - (i) reduce the Funding by an amount equal to the proportion that the Other Contributions bear to the total Funding for the Project; or
  - (ii) suspend payment of the Funding or an instalment of the Funding until the Other Contributions are received; or
  - (iii) terminate this Deed by notice to the Grantee.

## **4. USE AND BANKING OF FUNDING MONEY**

### **4.1 Funding to be used for Project purposes**

The Funding must only be spent by the Grantee:

- (a) for the purposes of undertaking the Project and purposes that are incidental to the Project;
- (b) in accordance with the Budget; and
- (c) otherwise in accordance with the terms and conditions of this Deed.

### **4.2 Budget**

- (a) The Grantee may, subject to clause 4.2(b), vary the Budget by re-allocating expenditure to items specified in the Budget.
- (b) Any variation under clause 4.2(a) which increases or decreases the amount allocated to an item of expenditure by more than 10 per cent cannot be made without the Commonwealth's prior approval.
- (c) This clause applies to headline items in the Budget and not to sub-items.

### **4.3 Repayment of Funding**

If the Grantee spends the Funding otherwise than in accordance with clause 4.1, the Grantee is liable to repay to the Commonwealth the amount of Funding so spent and the Commonwealth may recover that amount of Funding from the Grantee as a debt due to the Commonwealth.

### **4.4 Payment of Funding into the Bank Account and accounting records**

- (a) All of the Funding paid by the Commonwealth to the Grantee must be deposited immediately into the Bank Account.

- (b) The Bank Account must only be used for the purposes of receiving and disbursing the Funding unless otherwise approved in writing by the Commonwealth.
- (c) When requested by the Commonwealth, the Grantee must immediately give the Commonwealth details of the Bank Account.
- (d) Any interest that is earned on the Funding is treated as Funding money and must be used for the Project.
- (e) The Grantee must identify the receipt and expenditure of the Funding separately within the Grantee's accounting records so that at all times the Funding is identifiable and ascertainable.
- (f) The Grantee agrees that the Commonwealth may, at any time and without prior notice, through its officers, agents or advisers authorised on its behalf, examine and inspect any material in the possession of the Grantee which is relevant to this Deed, including any books and records, and provide all necessary facilities for that purpose.
- (g) The Grantee must retain for a period of seven years after termination or expiration of this Deed all books and records relating to the Funding.

#### **4.5 Spending the Funding**

The Grantee must not spend any of the Funding if it receives notice from the Commonwealth directing the Grantee not to spend the Funding. The Commonwealth may issue such a notice to the Grantee if the Grantee:

- (a) has not completed a Report that was due before the date of notification;
- (b) has not met a Key Performance Indicator that was due before the date of notification;
- (c) has not achieved a Milestone that was due to be achieved before the date of notification; or
- (d) is otherwise in breach of this Deed.

#### **4.6 Unexpended Funding moneys**

If at the end of the Term there is unspent and uncommitted Funding money, the Grantee must refund the unspent money together with any interest earned to the Commonwealth within 10 business days of receiving the Commonwealth's request to do so.

### **5. REPORTS**

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#### **5.1 Reports**

The Grantee must give the Reports to the Commonwealth at the times and in the manner specified in the Schedule.

#### **5.2 Failure to provide Reports**

Without limiting the Commonwealth's rights under this Deed, a failure to provide Reports may result in:

- (a) suspension of payment of the Funding or any instalment of the Funding under clause 3.2;

- (b) a liability to repay the Funding to the Commonwealth under clause 4.3;
- (c) the Commonwealth carrying out an audit under clause 4.4(f);
- (d) a direction not to spend the Funding under clause 4.5;
- (e) the Commonwealth requesting an audit of the Grantee's books and records from an independent auditor at the Grantee's expense.
- (f) termination of this Deed under clause 9;
- (g) the Commonwealth noting the Grantee's failure and taking this into account in any future grant applications that the Grantee may make.

## 6. ASSETS

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### 6.1 Ownership of Assets

- (a) An Asset is owned by the Grantee except where the Grantee has leased the Asset or otherwise acquired it through financing arrangements that delay passing of title.
- (b) The Grantee must not acquire or lease any Asset not listed in the Schedule with Funding money unless the Commonwealth gives prior written approval.

### 6.2 Use of Assets

- (a) The Grantee must only use the Assets for a purpose consistent with the Objectives.
- (b) If the Grantee uses an Asset for a purpose inconsistent with the Objectives, the Commonwealth reserves the right to suspend the Funding or terminate this Deed.

### 6.3 Register of Assets

The Grantee must establish and maintain a register of Assets which must be provided to the Commonwealth on request.

### 6.4 Insurance, care and disposal of Assets

- (a) The Grantee must maintain insurance with an insurer approved by the Commonwealth for the full replacement value of any Asset.
- (b) The Grantee must care for Assets in the same manner as a responsible owner would.
- (c) The Grantee may, subject to Commonwealth prior written approval, dispose of an Asset, including after the end of the Term, at fair market value but must bring into account the Attributable Proportion of the value of the proceeds of disposal so that such proceeds are treated as part of the Funding unless the Commonwealth agrees otherwise.
- (d) **Attributable Proportion** means the proportion of the proceeds which are attributable to the proportion of the total purchase price that was from Funding money on acquisition of the Asset.

## 7. ACKNOWLEDGEMENTS

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- (a) In all publications, promotional materials, signage and activities relating to the Project and this Deed, the Grantee must acknowledge, in consultation with the

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Commonwealth's contact officer, the financial and other support it has received from the Commonwealth in accordance with the *Due Recognition Guidelines* available from the Commonwealth's contact officer.

- (b) The Commonwealth may advise the Grantee that the Commonwealth's logo (coat of arms) must be included in all publications and promotional materials. The Grantee must not use the Commonwealth's logo on any material without first obtaining the permission of the Commonwealth.
- (c) All publicity, announcements and media releases relating to the Project must be cleared through the Commonwealth's contact officer with appropriate notice, before release to the media.
- (d) The Grantee must obtain the agreement of the Commonwealth in relation to, and prior to any launches or openings or the release of any publicity material relating to the Project.
- (e) Requests for Ministerial or other Commonwealth representation at launches and functions relating to the Project must be coordinated through the Commonwealth's contact officer.

## **8. INSURANCE**

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### **8.1 Insurance cover**

In connection with the undertaking of the Project, the Grantee must have and maintain during the Term valid and enforceable insurance policies for:

- (a) public liability on a per occurrence basis, which must provide coverage, in respect of each occurrence, for at least \$5 million; and
- (b) workers' compensation.

### **8.2 Evidence of insurance required**

The Grantee must give evidence of insurance required under this clause when the Commonwealth asks for it.

## **9. TERMINATION**

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In addition to the right to terminate provided for elsewhere in this Deed, the Commonwealth may terminate this Deed with immediate effect by giving notice to the Grantee if:

- (a) the Grantee breaches any provision of this Deed and fails to remedy the breach within 14 days, or such longer period as the Commonwealth stipulates, after receiving notice requiring it to do so;
- (b) the Grantee breaches a material provision of this Deed and that breach is not, in the opinion of the Commonwealth, capable of remedy;
- (c) the Grantee notifies the Commonwealth that the Project is not to proceed; or
- (d) the Grantee becomes insolvent, bankrupt, subject to administration or is unable to meet its debts.

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**10. MISCELLANEOUS**

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**10.1 Alteration**

This Deed may only be altered in writing signed by each party.

**10.2 Governing law and forum**

This Deed is governed by the law applicable in the Australian Capital Territory. The courts of the Australian Capital Territory shall have exclusive jurisdiction to decide any matter arising out of this Deed.

**10.3 Disclosure of terms of Deed**

The parties acknowledge that details including but not limited to the name of the Grantee, value of the Funding, the Term, and location may be disclosed or published by the Commonwealth.

# Schedule

## 1. Information Table

Grantee Name **[Insert name]**

Project Number

Name of Project **[Insert name of project]**

1.1 Commencement Date:

(clause 1)

**[Insert date that Deed is to commence. This is not necessarily the same as the date the Deed is signed]**

1.2

Term:

(clause 1)

**[Insert term of Deed. The Term should be long enough to accommodate the submission of the final report, the Commonwealth's satisfaction with the final report and last payment to the Grantee ]**

1.3

Funding:

(clauses 1 and 3)

1.4

Bank Account:

(clauses 1 and 4.4)

## 2. Project Description

**[Describe the Project. In no more than 240 characters explain the purpose of the project e.g. to do x in order to achieve y]**

## 3. Project Objectives

**Project Objectives should directly relate to achieving the goals/objectives/outcomes of the program as described in Part A of Background at the start of this deed. Project Objectives ideally should be specific, measurable, attainable, realistic and time targeted. They describe the purpose of the project**

The Project Objectives for this project are:

- (a)
- (b)
- (c)

#### 4. Milestones, Activities and Key Performance Indicators

Project Milestones	Activities to meet objectives	Key Performance Indicators
<p><i>Milestone 1 – the grantee will have delivered ACTIVITY DETAIL and provided a milestone report by DD MONTH YYYY as specified in this schedule</i></p>	<p><i>Planning and delivery of the first workshop</i></p> <ul style="list-style-type: none"> <li>- <i>Form steering committee</i></li> <li>- <i>Advertising by various media</i></li> <li>- <i>Research training needs</i></li> <li>-</li> </ul> <p><i>Activities are the major tasks that must take place so that the objectives will be achieved. They may be steps in the process, or be the entire process. They can be split into sub-activities e.g.</i></p> <p><i>Preplanning for the workshop</i></p> <ul style="list-style-type: none"> <li>- <i>Form steering committee</i></li> <li>- <i>Advertising by various media</i></li> <li>- <i>Research training needs</i></li> <li>- <i>Develop training materials</i></li> </ul>	<p><i>KPIs help an organisation define and measure progress toward organisation goals. They should be specific, measurable, achievable, relevant and time-phased. They are a rough guide, rather than a precise benchmark. KPIs should be supportable by evidence e.g.</i></p> <p><i>- committee comprises between x and y members representing x and y sectors/regions evidenced by committee list signed by committee Chairperson</i></p>
<p><i>Milestone 2 – the grantee will have delivered ACTIVITY DETAIL and provided a milestone report and final report by DD MONTH YYYY as specified in this schedule</i></p>		

## 5. Payment Schedule

Payment Description	Indicative payment timing	Amount due (GST excl)	GST	Total (GST incl)
Execution of Funding Deed				
Milestone 1 Report				
Milestone 2 Report and Final Report				
<b>Total Funding</b>				

## 6. Budget

Budget items	M1	M2	Project total
<b>Headline item</b>			
- Sub-item			
- Sub-item			
- Sub-item			
- Sub-item			
Headline item sub-total			*
<b>Headline item</b>			
- Sub-item			
- Sub-item			
- Sub-item			
- Sub-item			
Headline item sub-total			*
<b>Headline item</b>			
- Sub-item			
- Sub-item			
- Sub-item			
- Sub-item			
Headline item sub-total			*
<b>Audited/certified financial statement</b>			
<b>Total</b>			

\*These project sub-totals are the headline items referred to in Clause 4.2. The Clause applies to the expenditure against these headline items across the whole project.

## 7. Reports

<p><b>Milestone Reports and Final Report</b></p>	<p><b>The Grantee must keep comprehensive records of the conduct of the Project including progress against the Milestones and Key Performance Indicators, the creation of Project Material, the creation or acquisition of Assets and the receipt and use of funding specified in the Budget.</b></p> <p><b>The Grantee must provide Reports to the Commonwealth which must accompany each Milestone in a form specified by the Commonwealth below.</b></p> <p><b>The contact officer will provide templates for the milestone and final report.</b></p> <p><b>The MILESTONE report must contain:</b></p> <ul style="list-style-type: none"><li>- <b>a description of Project progress during the period covered by the Report against the Objectives, Milestones, Activities and Key Performance Indicators;</b></li><li>- <b>an explanation of why any Objective, Activity, Milestone or KPI specified in this Deed for the period covered by the Report was not conducted or achieved;</b></li><li>- <b>a description of how Objectives, Milestones or Activities not conducted or achieved are to be conducted or achieved;</b></li><li>- <b>a record of project expenditure for the reporting period;</b></li><li>- <b>copies of all media and advertising used to promote the project.</b></li><li>-</li></ul> <p><b>A FINAL report must contain:</b></p> <ul style="list-style-type: none"><li>- <b>an audited or certified financial statement for the receipt, holding, expenditure and commitment of the Funding during the duration, including a full reconciliation against the Budget and a statement of the balance of the Bank Account;</b></li><li>- <b>a statement as to whether the Project was carried out in accordance with the Objectives, Milestones, Activities, and Key Performance Indicators;</b></li><li>- <b>a report of any other financial contributions used towards the project beyond the grant funding (including the Grantee's own contributions);</b></li><li>- <b>a report of all Project Material created;</b></li><li>- <b>a report of all Assets created or acquired;</b></li></ul> <p><b>The final report must be certified as being an accurate statement of the matters specified in the report by the chairperson, managing director, chief executive, or equivalent officer of the Grantee.</b></p>
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**EXECUTED** as a Deed.

**SIGNED SEALED AND DELIVERED** for  
and on behalf of *[Name of Grantee]* by a  
duly authorised representative

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**Signature of duly authorised  
representative**

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**Signature of witness**

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**Name of duly authorised representative  
(print)**

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**Name of witness (print)**

**SIGNED SEALED AND DELIVERED** for  
and on behalf of the **COMMONWEALTH  
OF AUSTRALIA** by a duly authorised  
representative

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**Signature of duly authorised  
representative**

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**Signature of witness**

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**Name of duly authorised representative  
(print)**

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**Name of witness (print)**

***Insert date on which the Commonwealth signs in handwriting in Date of Execution box on page 1***