



**Australian Government**  
**Australian Sports Commission**

# **Australian Sports Commission Funding Agreement**

between the **Australian Sports Commission**

and

**<Grantee>**

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## Funding Agreement <grant number>

Once completed, this document, together with each set of Grant Details and the Australian Sports Commission (ASC) General Grant Conditions (Schedule 1), forms an Agreement between the ASC and the Grantee.

### Parties to this Agreement

#### The Grantee

<b>Full legal name of Grantee</b>	<insert details>
<b>Trading or business name</b>	<insert details>
<b>Australian Business Number (ABN) or other entity identifiers</b>	<insert details>
<b>Registered for Goods and Services Tax (GST)?</b>	<insert details>
<b>Registered office (physical/postal)</b>	<insert details>
<b>Telephone</b>	<insert details>
<b>Email</b>	<insert details>

#### Australian Sports Commission

The **Australian Sports Commission**, which is referred to in this Agreement as the ASC, of Leverrier Street, Bruce, ACT 2617, ABN 67 374 695 240.

### Background

The ASC has agreed to enter this Agreement under which it will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

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

### Scope of this Agreement

This Agreement comprises:

1. this document;
2. the Supplementary Terms (if any);
3. the General Grant Conditions (Schedule 1);
4. the Grant Details;
5. any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

Australian Sports Commission Funding Agreement

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

## Grant Details

### A. Purpose of the Grant

The ASC is committed to supporting Australia's Sport Participation Strategy (ASPS)) by allocating funding to projects that actively encourage participation in sport and physical activities. The aim of the projects is to drive lifelong involvement in sport and to promote equitable access for all Australians.

The purpose of the Grant is to support organisations to deliver projects that align to the Grant Program objectives. These objectives include:

- Increase involvement in sport and physical activity through the provision of inclusive and quality sport and physical activity experiences, and
- Address the barriers to sport and physical activity and provide more opportunities to be involved in sport and physical activity programs for those in the community who face the most barriers.

The Grant is being provided as part of the ASC Play Well Participation Grants Program.

### B. Activity

The Activity is made up of your Project and all eligible project activities as specified in these Grant Details.

Project Title: <Project Title>

Project Overview: <Brief Project Description>

Project Activities: <Detailed description of Project Activities including any milestones/stages, this should incorporate all relevant details from the successful grant application (include detail as an attachment if required)>

Project Outcomes: <Expected Outcomes>

In undertaking the Activity, the Grantee must comply with the requirements of the Grant Program Guidelines (as in force from time-to-time).

The Grantee must notify the ASC about events relating to the Project and provide an opportunity for an ASC/Australian Government delegate to attend.

### C. Duration of the Activity

The Activity starts on the date on which this Funding Agreement has been executed by both the Grantee and the ASC, and has a Completion Date of 3 months after the Project End Date as set out in the Activity Schedule below.

Activity Schedule

No.	Title and description	Due date
1	Activity start date	Funding Agreement execution date
2	Project start date	<Project Start Date>
3	Submit progress report	+ 14 days (TBD)
4	Submit progress report	+ 14 days (TBD)
5	Project End Date	<Project End Date>
6	Submit end of Project report and evaluation findings	<Project End Date> + 30 days
7	Submit financial statement acquittal form	<Project End Date> + 30 days
9	Completion Date	<Project End Date> + 3 calendar months

D. Payment of the Grant

The total amount of the Grant is <Total Allocated> (plus GST if applicable).

Notwithstanding any other provision of this Agreement, the ASC is not required to pay any instalment of the Grant to the Grantee unless the ASC has received those funds from the Australian Government for the purpose of such payment.

The Grantee must ensure that the Grant is 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) to carry on banking business in Australia.

The Grant will be paid in 2023-2024 financial year according to the following schedule. Payments are subject to satisfactory progress on the Project and compliance by the Grantee with its obligations under this Agreement.

Payment event	Payment amount (GST excl)	Estimated Payment date
Execution of Funding Agreement	\$<insert 100%>	Funding Agreement execution date
Total	\$<total grant amount>	

## Invoicing

The Grantee must provide a correctly rendered invoice to the ASC for each Grant payment. To be correctly rendered, the invoice must meet the requirements of a tax invoice as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), and be in a form approved by the ASC which sets out:

- a) the Grant number and Project title;
- b) the amount to be paid by the ASC together with any substantiating material required; and
- c) such other information as the ASC requires.

Invoices should be submitted to: the ASC representative set out in item F below.

## E. Reporting

The Grantee agrees to provide the following reports to the ASC representative, in accordance with the form notified by the ASC.

Report type	Period start date	Period end date	Agreed evidence	Due date
Project progress report	Funding Agreement execution date	<dates>	<ul style="list-style-type: none"> <li>ASC progress report form</li> </ul>	<date> + 14 days
Project progress report	<date>	<dates>	<ul style="list-style-type: none"> <li>ASC progress report form</li> </ul>	<date> + 14 days
End of Project report and evaluation findings	Funding Agreement execution date	<date>	<ul style="list-style-type: none"> <li>ASC end of Project report form</li> </ul>	< date> + 30 days
Financial statement acquittal form	<project start date>	<date>	<ul style="list-style-type: none"> <li>A financial statement acquittal form prepared in accordance with term G5.</li> </ul>	< date> + 30 days

During the Agreement period, we may ask you for ad-hoc reports on your Project. You must provide these reports in the form and the timeframes notified by the ASC.

Following completion of the Project, the ASC may conduct interviews, or request information about the impact of the Grant to assist the ASC in evaluating the Grant Program's effectiveness in achieving its outcomes. The Grantee agrees to provide reasonable assistance to the ASC for this purpose.

## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	<insert details>
Position	<insert details>
Postal/physical address(es)	<insert details>
Phone	<insert details>
E-mail	<insert details>

### ASC representative and address

Name of representative	<insert details>
Position	<insert details>
Postal/physical address(es)	PO Box 176, Belconnen ACT 2616
E-mail	Participationgrants@ausport.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

## G. Supplementary Terms

### G1 Authority to undertake the Activity

- G1.1 The Grantee warrants that it has all necessary rights to enter into this Agreement and to undertake the Activity.
- G1.2 Without limitation to term G1.1, if requested to do so by the ASC during the Term, the Grantee must provide evidence, to the reasonable satisfaction of the ASC, of the Grantee's authority to undertake the Activity.

### G2 Other Contributions

- G2.1 Other Contributions means financial or in-kind contributions, other than the Grant, as set out below:

Contributor	Contribution/In-Kind (\$GST excl)
Grantee	\$<Grantee contribution>
<Name of partner>	\$<Partner contribution>

- G2.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the ASC may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or



- (b) terminate this Agreement in accordance with clause 18 of the General Grant Conditions.

**G3 Activity budget**

G3.1 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistent with the following budget:

Estimated Income	\$	Estimated expenditure	\$

Figures in the above table are GST exclusive amounts.

**G4 Record keeping**

G4.1 The Grantee agrees to:

- (a) maintain records that identify the receipt and expenditure of the Grant and any Other Contributions separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported.

G4.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the ASC representative upon request.

G4.3 Term G4 survives the termination, cancellation or expiry of the Agreement.

**G5 Project Acquittal**

G5.1 Within 30 days after the Project End Date, the Grantee agrees to provide a financial statement acquittal form: using the form notified by the ASC; and co-signed by the Grantee's Chief Executive Officer and Chief Financial Officer (or applicable equivalents), verifying that the Grant was spent for the purpose of performing the Activity and otherwise in accordance with this Agreement.

G5.2 A Grantee's statement under term G5.1 must include an income and expenditure statement in relation to the Grant and the Activity for each financial year of the Agreement.

G5.3 The Grantee may be required (if specifically requested by the ASC), to provide the ASC with an independent audit report verifying that the Grant was spent in accordance with this Agreement.

G5.4 If required, under term G5.3, independently audited financial acquittal reports must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
- (b) a Certified Practising Accountant; or

- (c) a member of the Institute of Public Accountants; or
  - (d) a member of Chartered Accountants Australia and New Zealand,
- who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

## G6 Activity Material

- G6.1 The Grantee agrees, on request from the ASC, to provide the ASC with a copy of any Activity Material in the format reasonably requested by the ASC.
- G6.2 The Grantee provides the ASC a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, modify, reproduce, publish, and adapt the Activity Material, as provided to the ASC.
- G6.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.
- G6.4 Term G6 survives the termination, cancellation or expiry of the Agreement.

## G7 Access

- G7.1 If requested by the ASC, the Grantee agrees to give the ASC, or any persons authorised in writing by the ASC, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.
- G7.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of term G7.1.
- G7.3 Term G7 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

## G8 Relevant qualifications, skills and clearances

- G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are suitable persons, and appropriately qualified to perform the tasks indicated, and have the relevant skills and qualifications.
- G8.2 The Grantee agrees to comply with all State, Territory and Commonwealth laws relating to the employment or engagement of persons (whether as an officer, employee, contractor or volunteer) who may work with vulnerable persons or children in relation to the Activity, including mandatory reporting and obtaining and maintaining working with children checks and/or working with vulnerable people checks, however described, for the period of their involvement in the Activity.
- G8.3 If requested, the Grantee must provide the ASC, at the Grantee's cost, with satisfactory evidence of its compliance with the requirements in term G8.2 as well as the requirements in terms G9.1(a) – (c).
- G8.4 During the period of this Agreement, the Grantee must not be (and ensure that any subcontractor is not), an organisation named by the National Redress Scheme for Institutional Child Sexual Abuse ([www.nationalredress.gov.au/institutions](http://www.nationalredress.gov.au/institutions)) on its list of "Institutions that have not joined or signified their intent to join the Scheme".

## G9 Activity specific legislation, policies and industry standards

- G9.1 The Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

Australian Sports Commission Funding Agreement

- (a) All relevant legislation in relation to child safety, and working with vulnerable people or children.
- (b) To implement the National Principles for Child Safe Organisations (available at: <https://childsafe.humanrights.gov.au/national-principles>) and to ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) The ASC Child Safe [Policy](#).
- (d) The *Work Health and Safety Act 2011* (Cth), any corresponding regulations made under that Act and any relevant Code of Practice approved for the purpose of that Act ('WHS Laws'). The Grantee must ensure the Activity is undertaken in a safe manner. The Grantee must not, and must ensure its Personnel do not, by act or omission place the ASC in breach of its obligations under the WHS Laws.

**G10 ASC Material, facilities and assistance**

G10.1 In this Agreement, the ASC Material means any Material provided by the ASC to the Grantee for the purposes of this Agreement, or derived at any time from this Material, but does not include Reporting Material or Activity Material.

G10.2 Nothing in this Agreement affects the ownership of the ASC Material.

G10.3 The ASC grants the Grantee a licence to use the ASC Material for the sole purpose of performing the Activity in accordance with this Agreement. The Grantee must, if requested, return all copies of the ASC Material at the expiration or earlier termination of this Agreement.

**G11 Publicity**

G11.1 For the purpose of clause 2 of the General Grant Conditions, after the official public announcement/awarding of the Grant by the ASC, the ASC permits the Grantee to promote the Grant, Grant Program and the Project in accordance with this Agreement and the ASC's Grant Branding Guidelines.

G11.2 The Grantee agrees to provide reasonable assistance to the ASC for the purpose of the ASC or Australian Government publicity initiatives in relation to the Grant Program and the Activity.

**G12 Jurisdiction**

G12.1 This Agreement is governed by the law of the Australian Capital Territory.

**Signatures**

**Executed as an agreement:**

**Australian Sports Commission**

Signed for and on behalf of the **Australian Sports Commission**

<b>Name</b> (print)	
<b>Position</b> (print)	

Australian Sports Commission Funding Agreement

<b>Signature</b>	
<b>Date</b>	
<b>Witness name</b> (print)	
<b>Signature</b>	
<b>Date</b>	

Grantee

<b>Name</b> (print)	
<b>Position</b> (print)	
<b>Signature</b>	
<b>Date</b>	
<b>Witness name</b> (print)	
<b>Signature</b>	
<b>Date</b>	

## Schedule 1 ASC General Grant Conditions

### 1. Undertaking the Activity

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

### 2. Acknowledgements

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

### 3. Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to adversely affect the performance of the Activity, management of the Grant or performance of its other requirements under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

### 4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

### 5. Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the ASC the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

### 6. Conflict of interest

The Grantee agrees to notify the ASC promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

### 7. Variation

This Agreement may be varied in writing only, signed by both Parties.

### 8. Payment of the Grant

8.1 The ASC agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The ASC may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The ASC will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

### 9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

### 10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the ASC unless agreed otherwise.

10.2 If the Grantee is in breach of this Agreement (including by failing to comply with its reporting obligations), without limiting the ASC's other rights, it may require the Grantee to repay (at the ASC's discretion) all or part of the Grant amount.

10.3 The amount to be repaid under clause 10.1 or 10.2 may (at the ASC's discretion) be deducted by the ASC from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the ASC.

### 11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

### 12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives the ASC a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish, modify and adapt Reporting Material for the ASC Purposes, (which includes the purposes of the Commonwealth of Australia).

### 13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the ASC, would be a breach of an Australian Privacy Principle.

### 14. Confidentiality

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

### 15. Insurance

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

### 16. Indemnities

16.1 The Grantee indemnifies the ASC, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the ASC will reduce proportionally to the extent any act or omission involving fault on the part of the ASC contributed to the claim, loss or damage.

## 17. Dispute resolution

17.1 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.

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

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

## 18. Termination for default

The ASC 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.

## 19. Cancellation for convenience

19.1 The ASC may cancel this Agreement by notice, due to

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the ASC believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the ASC will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The ASC's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

## 20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

## 21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the ASC General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **ASC** means the Australian Sports Commission and includes, where relevant, its officers, employees, contractors and agents.
- **ASC General Grant Conditions** means this document.
- **ASC Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the ASC to the Grantee as specified in the Grant Details.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the ASC.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to the ASC for reporting purposes as specified in the Grant Details.



