

To: Minister (For Decision)

**BUILDING LANDCARE COMMUNITY AND CAPACITY AND THE NATURAL RESOURCES MANAGEMENT SPECIAL ACCOUNT GRANT APPROVAL FUNDING OPTIONS FOR 2018–19 / 2019–20**

**Timing:** 29 March 2019 — to allow for execution of grant agreements and payments to grantees as soon as possible in the 2018–19 financial year.

**Recommendations:**

1. **Note** your mandatory grant approval obligations are explained at Attachment A.

Noted / Please Discuss

2. **Agree** to reallocate up to \$1.684252 million from the Smart Farming Partnerships and up to \$2 million from the Smart Farms Small Grants 2019–20 budgets to the Building Landcare Community and Capacity 2019–20 budget.

Agreed / Not Agreed

3. **Agree** to use the balance in the Natural Resources Management Special Account of \$1.908182 million to fund projects relevant to the Building Landcare Community and Capacity program.

Agreed / Not Agreed

4. **Approve**, by initialling each grant you approve, subject to your agreement to Recommendations 2 and 3 above, for:

**option 1** (at Attachment B – 2 pages) in part or full or

**option 2** (at Attachment C – 2 pages) in part or full

- Each option contains the proposed commitment and expenditure of relevant money for the grant proposals, the funding source, the financial years, the terms of the grants and basis for your approval.

Approved / Not Approved

5. **Note** that your approval in recommendation 4 meets the requirements of section 71 of the *Public Governance, Performance and Accountability Act 2013* and sections 3 and 6 of the *Natural Resources Management (Financial Assistance) Act 1992* as is relevant to the funding source.

Noted / Please Discuss

Date Received:

6. For the purpose of section 6 of the *Natural Resources Management (Financial Assistance) Act 1992*, you **authorise** departmental officials and officials from the Department of Social Services to arrange and manage the necessary administrative arrangements to give effect to an approval in recommendation 4 in relation to the Natural Resources Management Special Account.

Approved / Not Approved

Minister:

Date: 21.3.19

Comments:

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**Key Points:**

1. The Building Landcare Community and Capacity (BLCC) element of the National Landcare Program (NLP) is a funding program primarily to support the National Landcare Network and Landcare Australia Limited to deliver the government's NLP objectives and to increase community capacity and participation in landcare activities (BLCC Guidelines Attachment D refers).
2. During the process of our recent evaluation of 2018–19 requests for grants under the BLCC, your office asked us to incorporate several additional funding proposals for your consideration. The grant proposals are listed in Table 2 in this Minute. Summaries of all proposals are at Attachment E.
3. Whereas the total amount of all grant proposals covered under this Minute is almost \$20 million (GST excl.) only \$2.137409 million (GST excl.) is available in the current financial year under the BLCC. To address the shortfall of funds available in 2018–19, your office has requested we consider these grant proposals over two financial years; from 2018–19 to 2019–20. Total uncommitted funds in the BLCC budget over the two years is \$4.682864 million.
4. You asked by an annotation on MS19-000214 to allocate sufficient funding within financial years from Smart Farms Grant programs to the BLCC program to support additional priority initiatives and future calls from community organisations.

**Potential funding sources (uncontracted, uncommitted, and accounting for future calls from community organisations)**

5. Potential funding sources for the grant proposals presented in Table 1 below comprise the BLCC, the Natural Resources Management Special Account and the Smart Farming Partnerships and Small Grants programs. Available funds are summarised in the table below:

**Table 1:** Potential funding sources for the grant proposals.

Potential funding sources	2018–19 \$million (GST excl.)	2019–20 \$million (GST excl.)
BLCC	2.137409	2.545455
Natural Resources Management Special Account	1.908182	0
Smart Farming Partnerships	0	11.684252
Smart Farms Small Grants	9.246739	9
<b>TOTAL</b>	<b>13.29233</b>	<b>23.22971</b>

6. There is up to \$13.29233 million currently uncommitted in 2018–19 in potential funding sources. The department is undertaking the final stages of assessment of the \$50+ million in applications under the most recent Smart Farms Small Grants round and as such, consistent with our advice in MS19-000214, we recommend you do not use any of the \$9.246739 million under Smart Farms Small Grants in 2018–19 to fund grant proposals in this Minute. This would leave up to \$4.045591 million in 2018–19 available to fund grant proposals in this Minute from the BLCC and the Natural Resources Management (NRM) Special Account.
7. Whilst there is up to \$23.22971 million uncommitted for 2019–20 in available funding sources, redirecting any amount of funds under the Smart Farming Partnerships and Small Grants programs will have an impact on these programs:
- The department considers if the Smart Farming Partnerships program was reduced below about \$10 million, it could have a significant impact and jeopardise the viability of the program;
  - The department considers the Smart Farms Small Grants program could be reduced to about \$7 million in 2019–20 without jeopardising the program.
8. With this in mind, we consider up to \$1.684252 million from Smart Farming Partnerships and up to \$2 million from Smart Farms Small Grants (a total of \$3.684252 million) could contribute to the BLCC program for 2019–20. With utilisation of the NRM Special Account, this would result in up to \$10.275298 million in available funds for 2018–19 and 2019–20.

Evaluation of grant proposals

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13. Both the BLCC and the NRM Special Account grant opportunity guidelines contemplate one-off, ad hoc grants. The proposals presented in this minute should be considered as such, and are presented together for efficiency and efficacy.
14. The department's assessment indicates all proposals could satisfy the relevant criteria in either grant opportunity guidelines (Attachments D and F refers), which makes them eligible to be funded from both the NRM Special Account and the BLCC (refer Attachment G).
15. Making recommendations in regard to value for money is made difficult due to the range of proposals and the range of activities within some proposals. The limiting factor is available funds, so we have sought to scale down some funding for some proposals that we think would still be able to achieve BLCC and NRM outcomes and remain viable. This approach aims to prevent a proposal being excluded simply because of price versus available funding.
16. To assist you in making a decision, we have provided recommendations (with reasons) for each proposal and have ranked for each proposal at Attachment H in relation to the limited funding envelope based on our best judgment against the relevant criteria, priority areas and value for money.
17. We have compiled two funding options for your consideration, which are summarised in Table 2 below.

**Table 2:** Grant proposals including the life of the grant activity and proposed amounts and recommended funding under options 1 and 2.

Grant proposals	Life of grant activity Years	Funding request (\$ GST incl.)	recommended funding under option 1 (\$ GST incl.) (% of request)	recommended funding under option 2 (\$ GST incl.) (% of request)
<div style="font-size: 48pt; font-weight: bold; opacity: 0.5;">s22</div>				
National Farmers' Federation	1	150,000	150,000 (100)	150,000 (100)
<div style="font-size: 48pt; font-weight: bold; opacity: 0.5;">s22</div>				

# s22

22. We have consulted the department's Grants Policy Section in preparing this minute. The grant proposals meet the requirements of the Commonwealth Grants Rules and Guidelines (CGRG) 2017 and funding arrangements will be administered in accordance with the CGRG.
23. The mandatory grant approval requirements and obligations are at Attachment A.
24. Half the BLCC's budget (\$12 million over three years from 2017–18) comes from an additional \$100 million for Phase 2 of the NLP negotiated between the Australian Government and Senator Di Natale (correspondence at Attachment I refers). We expect the Australian Greens will take an active interest in the expenditure of the BLCC as it supports community capacity in Landcare but anticipate support for your decision to fund any of the proposals as presented in this minute.

**Legal advice / Legislative impacts:**

25. Nil.

**Financial impacts:**

26. Nil – spending proposal is within budget.

27. If you agree (as per recommendation 2 of this Minute) to reallocate up to \$1.684252 million (GST excl.) from the Smart Farming Partnerships and up to \$2 million (GST excl.) from the

Smart Farms Small Grants 2019–20 budgets to the Building Landcare Community and Capacity 2019–20 budget, it will result in a total of \$10.275298 million (GST excl.) across 2018–19 and 2019–20 for the grant proposals covered by this Minute.

28. If you agree to option 1, it will leave \$81,980 (GST excl.) for further community proposals in 2019–20. Should you decide to fund additional proposals to those covered under option 1, it would require you to approve the use of additional 2019–20 funds from the Smart Farming Partnerships and/or Small Grants subprograms
29. If you agree to option 2, it will leave \$95,456 (GST excl.) for further community proposals in 2019–20. Should you decide to fund additional proposals to those covered under option 2, it would require you to approve the use of additional 2019–20 funds from the Smart Farming Partnerships and/or Small Grants subprograms
30. The risks of making full grant payments up front in 2018–19 and or 2019–20 for multiyear activities will be managed by appropriate grant agreement clauses and progress monitoring.

**Consultation:**

31. The Management Accounting Team and Grants Policy Section within Finance and Business Support Division were consulted on this submission.

**Farmer/Stakeholder Implications:**

32. The grant funding proposals will contribute to the outcome of protecting and improving the condition of natural resources. The recipient organisations will welcome the funding, but some stakeholders will remain critical of the level of Australian Government investment in natural resources management activities.



Clearing Officer: Emma Cully  
Assistant Secretary  
Climate and Resilience Policy Branch

s22

18/3/2019

Contact Officer: s22  
Natural Resources Section

s22

**ATTACHMENTS**

- A. Mandatory grants approval requirements and obligations
- B. Option1: 2 pages - Grant terms and basis to be considered for Natural Heritage Trust funding and Natural Resources Management Special Account funding.
- C. Option 2: 2 pages - Grant terms and basis to be considered for Natural Heritage Trust funding and Natural Resources Management Special Account funding.

- D. BLCC Grant Opportunity Guidelines
- E. Summary of grant proposals
- F. Natural Resources Management Special Account Grant Opportunity Guidelines
- G. Assessment of grant proposals against relevant grant guideline criteria
- H. The department's recommendations and rankings for grant funding
- I. Copy of letter to Senator Richard Di Natale, Leader of the Australian Greens from Minister Frydenberg, from the then Minister for the Environment and Energy and the then Minister for Agriculture and Water Resources, the Barnaby Joyce, MP.



## MANDATORY GRANTS APPROVAL REQUIREMENTS AND OBLIGATIONS

1. The *Public Governance, Performance and Accountability Act 2013* (PGPA Act) and the Commonwealth Grants Rules and Guidelines (CGRGs) set out mandatory requirements for you and the department for all grant approvals.
2. When you approve a grant, you must comply with the PGPA Act Section 71, in particular:
  - a) be satisfied, after making reasonable inquires, that the proposed expenditure would be a proper (efficient, effective, economical and ethical) use of relevant money; and
  - b) record the terms and basis of the approval in writing. The department has provided suggested terms and basis as part of the recommendation at Attachments B and C.
3. The CGRGs require the department to outline the process used to select potential grant recipients.
  - a) The department agreed to use a non-competitive selection process because a number of grantees approached the department wanting to put forward proposals and apply for funding under the Building Landcare Community and Capacity (BLCC) element of Phase 2 of the National Landcare Program (NLP). To ensure equity, the department approached several other nationally based organisations to put forward funding proposals that could build capacity in the landcare community. A departmental panel assessed the proposals against the objectives of the BLCC Grant Opportunity Guidelines. The commitment and expenditure of moneys for this purpose represents value for money as it goes strongly to achieving the aims and objectives of the Building Landcare Community and Capacity (BLCC) element of Phase 2 of the National Landcare Program (NLP); and contribute to enhancing the long term productivity of natural resources in Australia through improved soil structure, improved water retention, reduced harmful sediment runoff, reduced fertiliser use, and carbon storage.
  - b) During the non-competitive selection process for grants under the BLCC, the Natural Resources Management (NRM) Special Account was identified as another one-off ad hoc grant funding source that could be applied in this non-competitive process. The Objects in section three of the *Natural Resources Management (Financial Assistance) Act 1992* (NRM Act) and the objectives in the NRM Special Account Grant Opportunity Guidelines complement the objectives of the BLCC. A departmental panel assessed the proposals against the objectives of the NRM Special Account Grant Opportunity Guidelines. The commitment and expenditure of moneys for this purpose represents value for money as it goes strongly to achieving the Objects of the NRM Act and the department considers the grants funded from the NRM Special Account would enhance and advance the objectives of the BLCC.
    - i. There is no reason to believe the recipients would be able to pursue Landcare community and capacity building programs and NRM programs in the absence of funding from a source other than its existing resources.
    - ii. The objects of the organisations align very closely with what the government wants to achieve with Phase 2 of the NLP and the BLCC's aims and objectives and NRM across Australia.

- iii. Anticipated expenditures of NLP funds on landcare-related activities and NRM Special Account funds on NRM activities can be expended more efficiently by reducing the number of bodies making a call on those funds.
  - iv. The organisations are more likely to be able to drive community participation and engagement in natural resources management and build social networks. The government's connections with the landcare community are likely to be improved by dealing with these organisations.
  - v. The organisations are already established in their roles and are uniquely positioned to carry out BLCC aims and objectives and NRM programs.
- b) Grant guidelines for this granting activity are at Attachments D & F.
4. In accordance with the CGRGs, any grant approvals you make will be reported to the Senate before each Senate estimates hearing.
  5. The legislative authority for the proposed grants is noted in Attachment B & C – being section 21 of the *Natural Heritage Trust of Australia Act 1997* and section 3 of the *Natural Resource Management (Financial Assistance) Act 1992*.
  6. The funding source for the proposed grants at Attachment B & C is the Natural Heritage Trust of Australia Special Account provided for by the *Natural Heritage Trust of Australia Act 1997* and the Natural Resources Management Special Account provided for by the *Natural Resources Management (Financial Assistance) Act 1992*.
  7. Departmental officials with appropriate delegations (to enter and vary grant agreements) will enter into grant agreements with successful applicants. The grants will be administered by the Department of Social Services' Community Grants Hub.

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GRANT TERMS AND BASIS: Option 1, page 2 of 2.

1Terms of the Grant										2Basis for approval			
Program and funding source	2018-19 amount GST Excl	2019-20 amount GST Excl	Recipient	Purpose of Grant	(Up to value) (GST Excl)	GST	(Up to) Total (GST Incl)	Anticipated Grant Term (years)	Anticipated Completion Date	Grant Funding Location	Basis for approval	4Ranking	3Approval given by annotating this column
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National Landcare Program Phase 2	\$ 136,363.64	\$ -	National Farmers Federation	The grant will allow the National Farmers Federation (NFF) to complete the second stage of the project - to build the capacity of farmers to understand and comply with requirements under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act).	\$ 136,363.64	\$ 13,636.36	\$ 150,000.00	1	30-Jun-19	National	The project will provide assurance to stakeholders on their obligations under the EPBC Act. The NFF is best placed to deliver on this project because of the relationships and networks it has with landholders across Australia. The NFF delivered the first part of this project on time and on budget with funding obtained from the BLCC. The project is considered good value for money.	n/a	<input checked="" type="checkbox"/>

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**Recommendations:**

1. **Note** your mandatory grant approval obligations are explained at Attachment A.

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2. **Agree** to reallocate up to \$1.684252 million from the Smart Farming Partnerships and up to \$2 million from the Smart Farms Small Grants 2019–20 budgets to the Building Landcare Community and Capacity 2019–20 budget.

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5. **Note** that your approval in recommendation 4 meets the requirements of section 71 of the *Public Governance, Performance and Accountability Act 2013* and sections 3 and 6 of the *Natural Resources Management (Financial Assistance) Act 1992* as is relevant to the funding source.

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Date Received:

6. For the purpose of section 6 of the *Natural Resources Management (Financial Assistance) Act 1992*, you **authorise** departmental officials and officials from the Department of Social Services to arrange and manage the necessary administrative arrangements to give effect to an approval in recommendation 4 in relation to the Natural Resources Management Special Account.

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**Minister:**

**Date:**

**Comments:**

**Key Points:**

1. The Building Landcare Community and Capacity (BLCC) element of the National Landcare Program (NLP) is a funding program primarily to support the National Landcare Network and Landcare Australia Limited to deliver the government’s NLP objectives and to increase community capacity and participation in landcare activities (BLCC Guidelines Attachment D refers).
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## Evaluation of grant proposals

A large, bold, black serif font 'S22' is centered on a light grey rectangular background. The 'S' is a single character, and the '22' consists of two identical '2' characters.

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Clearing Officer: Emma Cully  
Assistant Secretary  
Climate and Resilience Policy Branch

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/ /2020

Contact Officer: s22  
Natural Resources Section

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## **National Farmers Federation**

### **Proposed funding: \$150,000 (GST incl.) over 1 year.**

The funding of \$150,000 will allow the National Farmers Federation (NFF) to complete the second stage of the project - to build the capacity of farmers to understand and comply with requirements under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act).

The first stage involved a grant of \$40,000 that allowed NFF to complete preliminary work to understand issues with the EPBC Act, with a view to increase farmers' capacity in regard to this piece of environmental legislation.

Now NFF want to complete the work by consolidating their findings into an information package to provide farmers should they have the need to understand their obligations under the EPBC Act.

The findings by NFF will help address immediate needs and contribute to the upcoming statutory review of the EPBC Act due to commence by October 2019.

The National Farmers' Federation is the peak national body representing and advocating farmers and, more broadly, agriculture across Australia.

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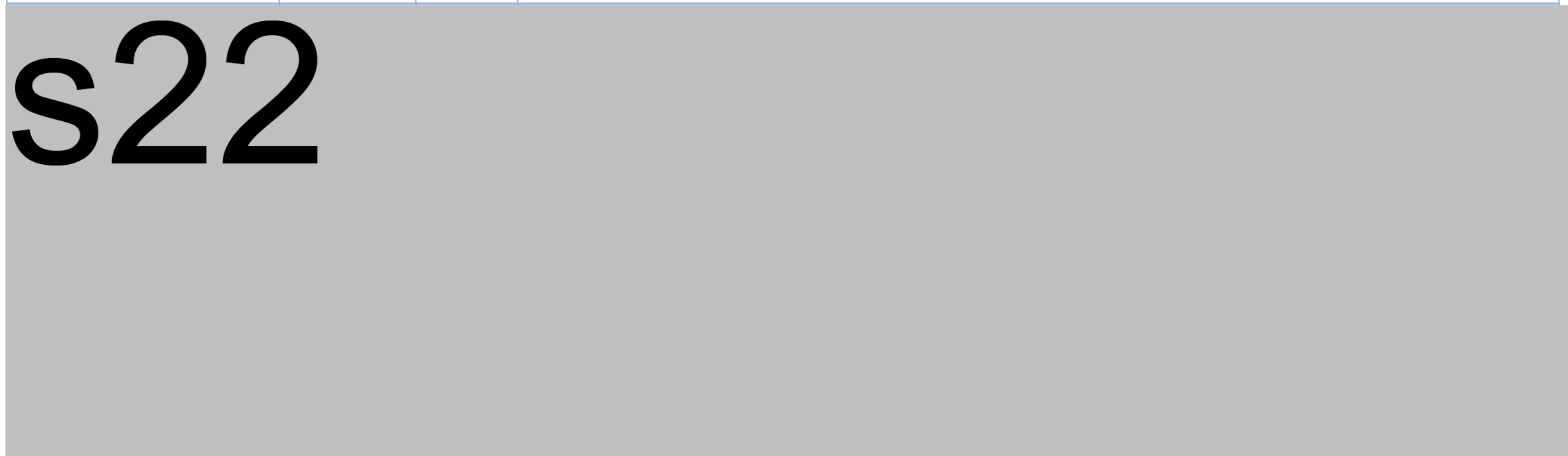
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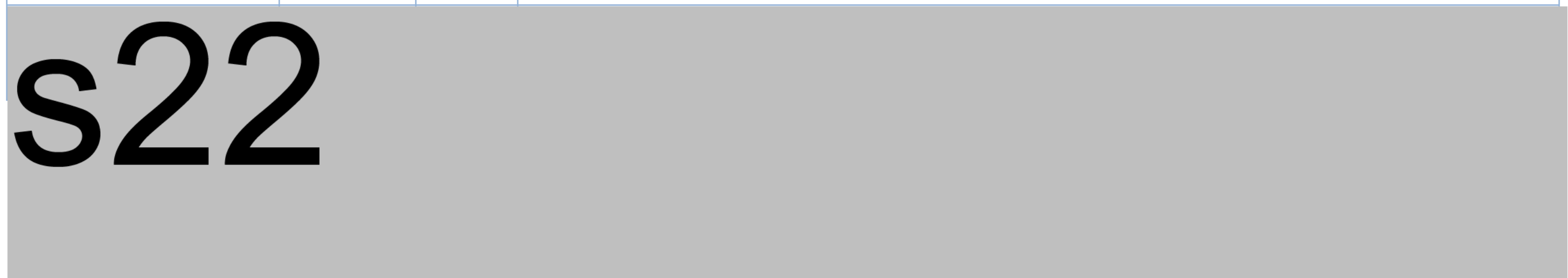
**THE DEPARTMENT'S RECOMMENDATIONS AND RANKINGS FOR GRANT FUNDING.**

All the proposals are worthy of funding, however, with the total amount of funding required to fund all the proposals exceeding the total amount available in the BLCC budget and NRM Special Account, we have had to provide recommendations (with reasons) for the proposals and prioritise the proposals with a rank. The recommendations and prioritised rankings are based on the information provided in the proposals and their alignment with the direction of Phase 2 of the National Landcare Program (NLP), the BLCC guidelines and the purpose of the NRM Special Account including a national focus for programs; benefits to farmers and farming communities including productivity and resilience to climate and weather events; and on-ground sustainable farming practices and natural resources management improving Australia's landscape.

Grant proponent	The department's recommendation to fund Y/N	Rank	Reasons for the department's recommendation
-----------------	---	------	---



National Farmers' Federation (NFF)	Y	6	If successful in receiving funding, the NFF will undertake the second part of the project to provide the agriculture industry with a booklet informing landholders of their obligations under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (EPBC Act). This will assist farmers in dispelling any myths and provide them with information on ways forward for their business while complying with conditions under the EPBC Act.
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s22



**Australian Government**  
**Department of Agriculture**  
**and Water Resources**

**PDR no.**  
**Adviser**

**MS18-002175**  
**Nektarios Tsirbas**

## Ministerial Submission Coversheet

Subject	Building Landcare Community and Capacity Grant Approval Funding Options for 2018-19		
Client (if applicable)			

Division	Rural Policy and Farm Performance		
Contact officer	s22 [REDACTED]	Telephone	s22 [REDACTED]
Cleared by (SES)	Emma Cully	Telephone	s22 [REDACTED]

Finance & Business Support	Name of CFO contact	Signature	/ / 2018
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FaBS is satisfied that all due processes have been followed and agree to the financial data/information contained in the submission.

Office of the General Counsel	Name of OGC contact	Signature	/ / 2018
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OGC is satisfied that the summary of legal advice contained in the submission is an accurate summary of the legal advice that was provided.

FOR MO/AMO USE ONLY:	Scheduled date	Actual date
<b>Date registered</b>	21 December 2018	23 November 2018
<b>Dept to Minister's Office</b>		
<b>DLO to Adviser(s)</b>		
<b>Adviser(s) to Chief of Staff</b>		
<b>Chief of Staff to Minister</b>		

### FOR ADVISERS/CHIEF OF STAFF USE ONLY

Relevant	Poor	1	2	3	4	5	Very good
<b>Timely</b>		1	2	3	4	5	
<b>Quality</b>		1	2	3	4	5	
<b>Comments</b>							

Date Received:

For Official Use Only

For Official Use Only

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GRANT TERMS AND BASIS: Option 1, page 1 of 2

Program and funding source	2018-19 amount GST Excl	2019-20 amount GST Excl	Recipient	<sup>1</sup> Terms of the Grant							<sup>2</sup> Basis for approval		<sup>4</sup> Ranking	<sup>3</sup> Approval given by annotating this column
				Purpose of Grant	(Up to value) (GST Excl)	GST	(Up to) Total (GST Incl)	Anticipated Grant Term (years)	Anticipated Completion Date	Grant Funding Location	Basis for approval			

s22



GRANT TERMS AND BASIS: Option 1, page 2 of 2.

1Terms of the Grant										2Basis for approval			
Program and funding source	2018-19 amount GST Excl	2019-20 amount GST Excl	Recipient	Purpose of Grant	(Up to value) (GST Excl)	GST	(Up to) Total (GST Incl)	Anticipated Grant Term (years)	Anticipated Completion Date	Grant Funding Location	Basis for approval	4Ranking	3Approval given by annotating this column
s22													
National Landcare Program Phase 2	\$ 136,363.64	\$ -	National Farmers Federation	The grant will allow the National Farmers Federation (NFF) to complete the second stage of the project - to build the capacity of farmers to understand and comply with requirements under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act).	\$ 136,363.64	\$ 13,636.36	\$ 150,000.00	1	30-Jun-19	National	The project will provide assurance to stakeholders on their obligations under the EPBC Act. The NFF is best placed to deliver on this project because of the relationships and networks it has with landholders across Australia. The NFF delivered the first part of this project on time and on budget with funding obtained from the BLCC. The project is considered good value for money.	n/a	



Notes:  
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FOI 200504  
Document 1c

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GRANT TERMS AND BASIS: Option 2, page 1 of 2

Terms of the Grant											Basis for approval		
Program and funding source	2018-19 amount GST Excl	2019-20 amount GST Excl	Recipient	Purpose of Grant	(Up to value) (GST Excl)	GST	(Up to) Total (GST Incl)	Anticipated Grant Term (years)	Anticipated Completion Date	Grant Funding Location	Basis for approval	<sup>4</sup> Ranking	<sup>3</sup> Approval given by annotating this column



National Landcare Program Phase 2	\$ 136,363.64	\$ -	National Farmers Federation	The grant will allow the National Farmers Federation (NFF) to complete the second stage of the project - to build the capacity of farmers to understand and comply with requirements under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act).	\$ 136,363.64	\$ 13,636.36	\$ 150,000.00	1	30-Jun-19	National	The project will provide assurance to stakeholders on their obligations under the EPBC Act. The NFF is best placed to deliver on this project because of the relationships and networks it has with landholders across Australia. The NFF delivered the first part of this project on time and on budget with funding obtained from the BLCC. The project is considered good value for money.	n/a	
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GRANT TERMS AND BASIS: Option 2, page 2 of 2

*Terms of the Grant										²Basis for approval			
Program and funding source	2018-19 amount GST Excl	2019-20 amount GST Excl	Recipient	Purpose of Grant	(Up to value) (GST Excl)	GST	(Up to) Total (GST Incl)	Anticipated Grant Term (years)	Anticipated Completion Date	Grant Funding Location	Basis for approval	*Ranking	³Approval given by annotating this column
s22													

Notes:

s22

# Building Landcare Community and Capacity Guidelines

Commonwealth policy  
entity:

**Department of Agriculture and Water Resources**

Enquiries:

If you have any questions, please contact the Director,  
Sustainable Agriculture Policy at [sustainable  
agriculturebranch@agriculture.gov.au](mailto:sustainableagriculturebranch@agriculture.gov.au)

Date guidelines released:

**June 2018**

Type of Grant Opportunity

One off ad-hoc process

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# 1. Grant opportunity overview and objectives

Building Landcare Community Capacity (BLCC) is an element of the Smart Farms Program under Phase 2 of the National Landcare Program. The BLCC has been designed to meet an identified need for a flexible funding program that could underpin the delivery of agriculture-focussed, strategic, capacity building initiatives as they are identified. The BLCC is a six year program from 2017–18 to 2022–23, with the duration of activities funded under the program determined by the nature of the priority addressed and work to be undertaken.

The objectives of the BLCC are to allow the Department of Agriculture and Water Resources to work directly with the Landcare community and industry organisations to find suitable activities with the aim to:

1. support the sharing of knowledge and achievements
2. promote community leadership and resilience development
3. engage with youth, women and Indigenous people in landcare
4. recognise the achievements of land carers
5. support the adoption of sustainable agriculture practices that will deliver a more productive and profitable agriculture industry.

It contributes to the achievement of Phase 2 of the National Landcare Program.

The program is funded under the *Natural Heritage Trust of Australia Act 1997* with a focus on the principles of ecologically sustainable development.

Following consultation with key stakeholders, the Minister for Agriculture and Water Resources has agreed to administer the BLCC program as two components, with about 50 per cent of funds provided for established, ongoing activities and about 50 per cent of funds for new initiatives.

The financial arrangements available to achieve the Australian Government's objectives of the BLCC are not limited to grants. They may also include procurements if considered more appropriate.

Improved arrangements for Landcare community peak bodies and industry organisations will benefit portfolio stakeholders by improving the capability of stakeholders to better manage the natural resources for which they are responsible. Recommendations for BLCC initiatives will be targeted to ensure maximum benefits flow to farmers to support sustainable agriculture.

Table 1 provides an indicative budget for the BLCC element of \$24 million over 6 years from 2017–18. An indicative funding profile estimates \$2 million in funding in the first year; \$5 million in the second and third year, then \$4 million in each of the final three years.

**Table 1.** Indicative funding profile for the BLCC element

Year	2017–18	2018–19	2019–20	2020–21	2021–22	2022–23	Total
Allocation (\$ million)	2	5	5	4	4	4	24

The expected outcomes of the BLCC are the improved capability of stakeholders to better manage the natural resources for which they are responsible, higher involvement of youth, women and Indigenous people in landcare and increased adoption of sustainable agriculture practices that will deliver a more productive and profitable agriculture industry.

Funding arrangements will be administered in accordance with the [Commonwealth grants rules and guidelines](#) or the [Commonwealth procurement rules](#) as appropriate.

## 2. Grant selection process

The BLCC is one of three elements of the National Landcare Smart Farms program. The other two elements, Smart Farms Small Grants and Smart Farming Partnerships are primarily competitive grant opportunities.

The funding for BLCC was not intended to be used for competitive grants rounds. This grant opportunity has been established to provide one-off or ad hoc grants. The Department of Agriculture and Water Resources, following consultation with stakeholders and the Department of the Environment and Energy, considers that this is an appropriate type of selection process.

Targeted funding will provide value for money through allowing policy priorities to be addressed and by complementing the activities funded under the competitive opportunities.

The BLCC has two components.

### Component 1 - Established initiatives

During its design, a key aspect of the BLCC program was as an avenue for the Commonwealth to continue to provide funding to established Landcare activities such as Landcare Australia Limited, the National Landcare Network, ABC's Heywire and the Australian Rural Leadership Foundation.

The Government has committed to providing funding to Landcare Australia Limited and the National Landcare Network through BLCC.

Based on the assumption that a merger will take place during 2018–19, the two organisations have submitted a joint proposal for the services they could provide to the Commonwealth under the BLCC from 1 July 2018.

The proposal received has identified programs that may be considered for funding under the BLCC. The proposal may be negotiated and refined based on their suitability and alignment with the guidelines and emerging or priority issues at the time of consideration.

## Component 2 – New initiatives

There is expected to be a small amount of residual program funds that may be used to fund new, targeted initiatives on an ad hoc basis to provide for flexible administration of the available funds.

Funds could be provided as grants or used for consultancy or procurement of goods or services based on the defined funding arrangement in each case. The Department of Agriculture and Water Resources will work with the minister to identify new, targeted initiatives through stakeholder engagement. Priorities will be refined over time and the flexible approach will allow more agility in responding to unforeseen funding requirements.

The department has undertaken preliminary consultations with relevant organisations (including the Soil Advocate and the CRC for High Performance Soils, the National Farmers' Federation, the National Grower Group, Greening Australia, NRM Regions Australia, Conservation Volunteers Australia and the Kondinin Group) on possible ideas for future funding. It is also possible that areas of interest may be identified through the other two Smart Farms programs.

## 3. The assessment criteria

Activities to be funded under the BLCC may be identified in consultation with key stakeholders. Stakeholders will provide proposals with sufficient information to be considered and assessed based on their alignment with one or more of the program's aims to:

- support the sharing of knowledge and achievements
- promote community leadership and resilience development
- engage with youth, women and Indigenous people in landcare
- recognise the achievements of land carers
- support the adoption of sustainable agriculture practices that will deliver a more productive and profitable agriculture industry.

Activities should also align with the principles of ecologically sustainable development and have one or more of the following core objectives:

- to enhance individual and community well-being and welfare by following a path of economic development that safeguards the welfare of future generations;
- to provide for equity within and between generations;
- to protect biological diversity and maintain essential ecological processes and ecological life-support systems; and



- the following guiding principles:
  - decision-making processes should effectively integrate both long-term and short-term economic, environmental, social and equity considerations;
  - the global dimension of environmental impacts of actions and policy should be recognised and considered;
  - the need to develop a strong, growing and diversified economy that can enhance the capacity for environmental protection should be recognised;
  - the need to maintain and enhance international competitiveness in an environmentally sound manner should be recognised;
  - cost-effective and flexible measures should be adopted;
  - decisions and actions should provide for broad community involvement on issues which affect the community.

The proposal is required to provide sufficient information to allow the following assessment criteria to be evaluated:

Criterion 1: That the proposal is consistent with the objectives of the *Natural Heritage Trust of Australia Act 1997*.

Criterion 2: That the proposal meets the strategic direction of Phase 2 of the National Landcare Program.

Criterion 3: That the proposal fits within the scope of building the capacity, either directly (e.g. skill development) or indirectly (e.g. educational material), of individuals, organisations, groups and the community to contribute to achieving the objectives mentioned in criterion 1 and 2 above.

## 4. Grant assessment and decision making

The proposal or application will be assessed by an assessment panel comprising members of the National Landcare program from the Department of Agriculture and Water Resources against the Assessment Criteria under Section 3. The department may seek information from any other source, including from within the Commonwealth, whether or not the individuals or organisations contacted are nominated as referees.

The assessment of applications will also consider:

- that the proposal represents value for money
- that the proposal/project can be delivered on time and to budget (as identified in supporting documents)
- that the proposal/project has been appropriately costed (the level and detail of the costing should be commensurate with the value of the project)

- that the level of risk associated with the project and its implementation is manageable and/or acceptable and it is acknowledged that risk may stem from a number of sources, such as new technology, the scale and/or complexity of the proposal/project
- that required approvals are in place, applied for, or otherwise expected to be received in the necessary timeframe to complete the proposal/project
- whether the applicant has the knowledge, ability and skills (or can acquire any of these) to successfully carry out the proposal.

## 5. Who will approve the grant?

Following assessment, the department will make recommendations to the Minister for Agriculture and Water Resources or the Minister's delegate. The Minister or their delegate will make the final decision to approve a grant.

The Minister's or delegate's decision is final in all matters, including:

- the approval of the grant
- the grant amount to be awarded
- the terms and conditions of the grant.

The approver must not approve funding if they reasonably consider the program funding available across financial years will not accommodate the funding offer, and/or if the application does not represent value with money.

There is no appeal mechanism for decisions to approve or not approve a grant.

## 6. Notification of application outcomes

### 6.1 The grant agreement

Successful applicants must enter into a legally binding grant agreement with the Commonwealth represented by Department of Agriculture and Water Resources. The Department of Agriculture and Water Resources will use the *Commonwealth Simple* or *Standard Grant Agreement* as appropriate to the assessed level of risk associated with the individual grant activities being funded. Standard terms and conditions for the grant agreement will apply. A schedule may be used to outline the specific grant requirements. Any additional conditions attached to the grant will be identified in the grant offer or during the grant agreement negotiations.

The Department of Agriculture and Water Resources will negotiate agreements with successful applicants. If there are unreasonable delays in finalising a grant agreement, the grant offer may be withdrawn and the grant may be awarded to a different applicant.

Financial commitments should not be made until a grant agreement has been executed by the Commonwealth.

## 7. Announcement of grants

Grants awarded will be listed on the GrantConnect website 21 days after the date of effect as required by Section 5.3 of the *CGRGs*.

## 8. Grant acquittal and reporting

The grantee must submit reports in line with the timeframes in the grant agreement. Sample templates may be provided for these reports in the grant agreement. Reports may include:

- progress against agreed project milestones
- contributions of participants directly related to the project
- eligible expenditure of grant monies
- summary report of the grant activities achievements against the program outcomes

The grantee will be responsible for:

- meeting the terms and conditions of the grant agreement and managing the grant activity efficiently and effectively
- complying with record keeping, reporting and acquittal requirements as set out in the grant agreement
- participating in a grant program evaluation as may be specified in the grant agreement, or otherwise by agreement with the Department of Agriculture and Water Resources.

## 9. Grant evaluation

The Department of Agriculture and Water Resources will consider the grant activities in an evaluation of the National Landcare Smart Farms program to assess how well the outcomes and objectives have been achieved.

# Natural Resources Management Special Account Ad Hoc Grant Opportunity Guidelines

Commonwealth policy entity:	<b>Department of Agriculture and Water Resources</b>
Enquiries:	If you have any questions, please contact the Director, Sustainable Agriculture Policy at sustainableagriculturebranch@agriculture.gov.au
Date guidelines released:	<b>December 2018</b>
Type of Grant Opportunity	One-off ad-hoc process

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- 5. Grant assessment and decision making 4**
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- 8. Announcement of grants 6**
- 9. Grant acquittal and reporting 6**
- 10. Grant evaluation 6**

# 1. Grant opportunity overview and objectives

The Natural Resources Management Special Account (NRMSA) is a special account in the sense that it is an account where the authorisation to expend money from the account is located in an Act other than an Appropriation Act. The relevant Act in this case is the *Natural Resources Management (Financial Assistance) Act 1992* (NRM Act).

In essence, the NRMSA provides funding to achieve the primary object of the NRM Act to facilitate the development and implementation of integrated approaches to natural resources management in Australia that are for the purpose of achieving efficient, sustainable and equitable management of natural resources in Australia; and consistent with the principles of ecologically sustainable development.

The NRM Act also has the following objects:

1. promote community, industry and governmental partnership in the management of natural resources in Australia;
2. assist in establishing institutional arrangements to develop and implement policies, programs and practices that will encourage sustainable use of natural resources in Australia;
3. assist in enhancing the long term productivity of natural resources in Australia; and
4. to assist in developing approaches to help resolve conflicts over access to natural resources in Australia.

Under the NRM Act natural resources management means:

- any activity relating to the management of the use, development or conservation of one or more of the following natural resources:
  - soil;
  - water;
  - vegetation; or
  - any activity relating to the management of the use, development or conservation of any other natural resources for the purposes of an activity mentioned above.

Funding arrangements will be administered in accordance with the *Commonwealth Grants Rules and Guidelines (CGRGs)* <http://www.finance.gov.au/sites/default/files/commonwealth-grants-rules-and-guidelines-July2014.pdf>

## 2. Grant selection process

This grant opportunity has been established as a one-off or ad hoc grant. The selection process for considering proposals will be non-competitive and proposals will be considered as received, on their own merit, provided proposals provide sufficient information to be considered and assessed based on their alignment with one or more of the objects of the

NRM Act. The Department of Agriculture and Water Resources considers that this is an appropriate type of selection process as targeted investment will facilitate the best use of limited funds in relation to the matter to be addressed at any particular time, and in some cases, targeted investment can seek to gain leverage and complementary benefits from other related activities and investments by third parties.

The granting activity does not fall within an existing program of the Department of Agriculture and Water Resources, however, it will contribute to achieving sustainable agriculture practices that will deliver a more productive and profitable agriculture industry

### 3. Eligibility

If the potential grant recipient does not satisfy the eligibility criteria, it will not be considered.

To be eligible to receive a grant the potential grant recipient must:

- be a legal entity, able to enter into a legally binding agreement
- have an Australian Business Number
- be registered for the purposes of GST
- be a permanent resident of Australia
- have an Australian bank account

### 4. The assessment criteria

Activities to be funded under the NRMSA may be identified in consultation with key stakeholders. Stakeholders will provide proposals with sufficient information to be considered and assessed based on their alignment with one or more of the objects of the NRM Act.

An unsolicited proposal may be put forward at any time, and will be considered against its merits and available funds.

A proposal is required to provide sufficient information to allow the following assessment criterion to be evaluated:

Criterion 1: That the proposal is consistent with the objectives of the NRM Act as outlined in Section 1 above.

### 5. Grant assessment and decision making

The application will be assessed by Department of Agriculture and Water Resources. The Department of Agriculture and Water Resources may seek information from any other source, including from within the Commonwealth, whether or not the individuals or organisations contacted are nominated as referees.

The assessment of application will consider:

- that the proposal represents value with money

- that the proposal/project can be delivered on time and to budget (as identified in supporting documents)
- that the proposal/project has been appropriately costed (the level and detail of the costing should be commensurate with the value of the project)
- that the level of risk associated with the project and its implementation is manageable and/or acceptable and it is acknowledged that risk may stem from a number of sources, such as new technology, the scale and/or complexity of the proposal/project
- that required approvals are in place, applied for, or otherwise expected to be received in the necessary timeframe to complete the proposal/project.

## 6. Who will approve the grant?

Following assessment, the department will make recommendations to the Minister for Agriculture and Water Resources or the Minister's delegate. The Minister or their delegate will make the final decision to approve a grant.

The Minister's or delegate's decision is final in all matters, including:

- the approval of the grant
- the grant amount to be awarded
- the terms and conditions of the grant.

The approver must not approve funding if they reasonably consider the program funding available across financial years will not accommodate the funding offer, and/or if the application does not represent value with money.

There is no appeal mechanism for decisions to approve or not approve a grant.

## 7. Notification of application outcomes

The applicant will be advised of the outcome in writing, following a decision by the Minister for Agriculture and Water Resources or the Minister's delegate. If the applicant is successful, the advice will contain details of any specific conditions attached to the grant.

### 7.1 The grant agreement

Successful applicants must enter into a legally binding grant agreement with the Commonwealth represented by Department of Agriculture and Water Resources. The Department of Agriculture and Water Resources will use the Commonwealth Simple or Standard Grant Agreement as appropriate to the assessed level of risk associated with the individual grant activities being funded. Standard terms and conditions for the grant agreement will apply. A schedule may be used to outline the specific grant requirements. Any additional conditions attached to the grant will be identified in the grant offer or during the grant agreement negotiations.



The Department of Agriculture and Water Resources will negotiate agreements with successful applicants. If there are unreasonable delays in finalising a grant agreement, the grant offer may be withdrawn and the grant may be awarded to a different applicant.

Financial commitments should not be made until a grant agreement has been executed by the Commonwealth.

## 8. Announcement of grants

Grants awarded will be listed on the GrantConnect website 21 days after the date of effect as required by Section 5.3 of the *CGRGs*.

## 9. Grant acquittal and reporting

The grantee must submit reports in line with the timeframes in the grant agreement. Sample templates may be provided for these reports in the grant agreement. Reports may include:

- progress against agreed project milestones
- contributions of participants directly related to the project
- eligible expenditure of grant monies
- summary report of the grant activities achievements against the program outcomes

The grantee will be responsible for:

- meeting the terms and conditions of the grant agreement and managing the grant activity efficiently and effectively
- complying with record keeping, reporting and acquittal requirements as set out in the grant agreement
- participating in a grant program evaluation as may be specified in the grant agreement, or otherwise by agreement with the Department of Agriculture and Water Resources.

## 10. Grant evaluation

The Department of Agriculture and Water Resources will consider the grant activities in an evaluation of the National Landcare Smart Farms program to assess how well the outcomes and objectives have been achieved.

Assessment of grant proposals against relevant grant guidelines criteria

Applicant	Proposal	Cost Summary	BLCC Guidelines								NRM Special Account Guidelines							
			3.1 support knowledge and achievements	3.2 leadership and resilience	3.3 youth women Indigenous	3.4 achievements	3.5 support adoption of sustainable practices	3.6 ESD	3.7 intergenerational equity	3.8 ecology								
Criterion 1 NHT Act objectives	Criterion 2 NLP2 consistency	Criterion 3 BLCC points	value for money	SMART	adequately costed	risk (H,M,L)	approvals	knowledge/ability	Criterion 1 NRM Act	value for money	SMART	adequately costed	risk	approvals	knowledge/ability			
National Farmers Federation	build the capacity of farmers to understand and comply with requirements under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act).																	

s22

s22

s22

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**From:** s22  
**Sent:** Tuesday, 9 April 2019 11:59 AM  
**To:** s22  
**Subject:** I [SEC=UNCLASSIFIED]

Hi s22

Did you get an email back in 2017 or 2018 from Warwick Ragg and the NFF that had the proposal for the EPBC Act work?

Just trying to track one down.

s22  
Policy and Technical Officer  
Natural Resources | Rural Policy and Farm Performance Division

s22

*Please note I work from home*

Department of Agriculture and Water Resources  
18 Marcus Clarke Street, Canberra ACT 2601 Australia  
GPO Box 858 Canberra ACT 2601 Australia

s22

**From:** s22  
**Sent:** Tuesday, 9 April 2019 5:18 PM  
**To:** Warwick Ragg  
**Cc:** Heidi Reid; s22  
**Subject:** RE: NFF EPBC Act project [SEC=UNCLASSIFIED]

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Warwick  
Thanks for resending -Perfect.  
We'll put it together in a grant for payment before 30 June 2019.

Regards

s22

---

**From:** Warwick Ragg [mailto:s47F]  
**Sent:** Tuesday, 9 April 2019 4:59 PM  
**To:** s22  
**Cc:** Heidi Reid s47F  
**Subject:** NFF EPBC Act project [SEC=UNCLASSIFIED]

The Environment Protection and Biodiversity Conservation Act 1999 is scheduled to commence its statutory review by October 2019. The National Farmers' Federation, having participated in some depth and detail the review of agriculture's interaction with the EPBC Act conducted by Dr Wendy Craik, now seeks funding to effectively and comprehensively engage in this process with particular emphasis on the following areas:

- Increasing awareness in the farming community of the act, its requirements and the process of the statutory reviews
- Undertaking survey and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views including state farm groups commodity councils and producer groups;
- Seek legal advice on relevant implications of the EPBC Act;
- Act as a central repository of farm sector engagement in the statutory review process; and
- Other related activities to ensure informed, appropriate and timely engagement.

Proposed cost \$150,000

**Warwick Ragg** | General Manager NRM | National Farmers' Federation  
T 02 6269 5666 | s47F | [www.nff.org.au](http://www.nff.org.au) | [@NationalFarmers](https://twitter.com/NationalFarmers)

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<http://www.mailguard.com.au/mg>



Australian Government  
Department of Agriculture  
and Water Resources

# Commonwealth Grant Agreement

between the Commonwealth represented by  
Department of Agriculture and Water  
Resources  
and  
National Farmers' Federation

<b>Organisation Id:</b>	s47G(1)(a)
<b>Agreement Id:</b>	
<b>Schedule Id:</b>	
<b>Program:</b>	<i>National Landcare Program Phase 2 — Natural Resources Management Special Account</i>

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## Grant Agreement [grant to assist the National Farmers' Federation]

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

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	National Farmers' Federation Limited
Legal entity type	Australian Public company, limited by guarantee
Grantee Organisation ID:	s47G(1)(a)
Trading or business name	National Farmers' Federation
Australian Company Number (ACN)	097 140 166
Australian Business Number (ABN)	77 097 140 166
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	01 July 2001
GST is applicable to this grant	Yes
Registered office (physical/postal)	NFF House 14-16 Brisbane Avenue, Barton, ACT 2600 Locked Bag 9, Kingston, Australia 2604
Telephone	(02) 6269 5666
Email	s47F

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Agriculture and Water Resources, 18 Marcus Clarke Street, Canberra, ACT, 2601, ABN 24 113 085 695.

#### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth 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 each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

#### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) 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



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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.

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.

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Organisation ID: s47G(1)(a)
Agreement ID:
Schedule ID:
Activity ID:

## Grant Details [grant to assist the National Farmers' Federation]

### A. Purpose of the Grant

The National Farmers' Federation participated in an in-depth and detailed review of agriculture's interaction with the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) conducted by Dr Wendy Craik in 2018. The purpose of the Grant is to provide limited funding to the National Farmers' Federation to build on the work they have already done and allow them to effectively and comprehensively engage in the scheduled statutory review of the EPBC Act, which is to commence by October 2019. The work conducted by the National Farmers' Federation will ultimately benefit all Australian farmers with their dealings with the EPBC Act.

The Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the National Landcare Program Phase 2 — Natural Resources Management Special Account.

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**Activity Title:** grant to assist the National Farmers' Federation

## B. Activity

The activities to be conducted by the National Farmers' Federation include:

- Increasing the awareness in the Australian farming community of the EPBC Act, its requirements and the process of the statutory reviews;
- Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views including state farm groups commodity councils and producer groups;
- Seek legal advice on relevant implications of the EPBC Act;
- Act as a central repository of farm sector engagement in the statutory review process; and
- Other related activities to ensure informed, appropriate and timely engagement.

### Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
[add additional rows as required]  This should include what activities (deliverables/tasks) are to be delivered under the Activity	The final report to be delivered by 30 April 2020 will include details on the completion of the XXX and its successful implementation and use with demonstrable examples provided.

### Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Grantee location	[insert Organisation name]	[insert town, state, post code of grantee]

### Service Area Information

The Activity will service the following service area/s:

	Type	Service Area

1.	[Insert Service Area type – such as State / Australia / Local Government / region]	[insert Service Area value – such as name the relevant states or refer to Australia / region]
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### C. Duration of the Activity

The Activity starts on the day after the day this agreement is signed.

The Activity (other than the provision of any final reports) ends on 1 May 2020, which is the Activity Completion Date.

The Agreement ends when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

### D. Payment of the Grant

The total amount of the Grant is \$150,000 (GST incl.)

GST is payable on the Grant.

Interest can be earned on the Grant and any interest earned by the Grantee on that money once the Grant has been paid to the Grantee is considered part of the Grant.

A break down by Financial Year is below:

Financial Year	Amount * (GST inclusive)
2018-19	\$150,000

\*This amount may include Social, Community, Home care and Disability Services industry Award 2010 Supplementation (SACS).

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 Grantee's nominated bank account into which the Grant is to be paid is.

<b>Financial Institution:</b>	[insert bank account details]
<b>Account Name:</b>	[insert bank account details]
<b>BSB:</b>	[insert bank account details]
<b>Account no:</b>	[insert bank account details]

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Payment milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
First payment made on Execution of Agreement	15/June/2019	\$136,363.64	\$13,636.36	\$150,000
<b>Total Amount</b>		<b>\$136,363.64</b>	<b>\$13,636.36</b>	<b>\$150,000</b>

### Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

## E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

Reporting Milestone	Due Date
Performance Report 1 - A report with progress against the agreed Performance Indicators under Item B. Activity, as set out in Item E.1 for the period from execution to 1 December 2019	01/Dec/2019
Final report as set out in Item E.5	30/April/2020
Final Financial Report as per Item E.4	30/April/2020

### E.1 Performance Report

Performance Report on the Activity that outline the activities and the deliverables agreed to /detailed in Section B that have been completed to date for the reporting period required as per the Reporting Milestone table.

A Financial Report will be required with the Performance Report and is to include a certification from an appropriate representative of the Grantee that funds were spent for the purpose provided and in accordance with the agreed Budget included within the Activity Work Plan.

Templates for the Performance Report and Financial Report will be provided.

### E.2 Activity Work Plan

Not applicable

### E.3 Annual Report

None specified

### E.4 Accounting for the Grant

#### Final Financial Report

The Final Financial Report must contain:

- Financial Acquittal (a statement accompanied by a reconciliation of the expenditure against budget, signed and certified but not audited)

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## E. 5 Other Reports

### Final Report

The Final Report must contain:

- Performance Report on the Activity that outline the activities and the deliverables detailed in Section B that have been completed from the previous Performance Report to the end of the Activity.
- A description of the Activities overall achievements against the objectives, activities / deliverables and key performance indicators.
- A report of all Project Material and all Intellectual Property in Project Material created or arising during the period covered by the Report.
- A report of all Assets created or acquired during the period covered by the Report.
- A list of all media, communications and or extension materials produced and activities over the life of the program.
- A plain English summary with no more than two pages that can be extracted and used independently (e.g. to be uploaded to the department's website).

A template for the Final Report will be provided to grantees.

## 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]
Business hours telephone	[insert details]
Mobile	[insert details]
Fax	[insert details]
E-mail	[insert details]

### Commonwealth representative and address – Grants administration

Name of representative	Community Grants Hub
Position	Service Delivery
Postal/physical address	
Business hours telephone	02 99425796
Mobile	
Fax	
E-mail	DAWRManage@communitygrants.gov.au

### Commonwealth representative and address – Policy specific contact

Name of representative	s22
Position	Director, Natural Resources Policy
Postal/physical address	18 Marcus Clarke St, [GPO Box 858], Canberra City ACT 2601
Business hours telephone	
Mobile	s22
E-mail	

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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.

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## **G. Supplementary Terms**

### **G1. Other Contributions**

Not Applicable

### **G2. Activity budget**

Not Applicable

### **G3. Record keeping**

G3.1 The Grantee agrees to maintain the following records:

- (a) 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.

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

### **G4. Audit and acquittal**

Not Applicable

### **G5. Activity Material**

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 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.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

### **G6. Access**

G6.1 If requested by the Commonwealth, the Grantee agrees to provide the Commonwealth, or any persons authorised in writing by the Commonwealth, with access to the Grantee's premises, personnel, documents and other records, and all assistance reasonably requested, to enable the Commonwealth or those persons to verify that the Grant was spent in accordance with this Agreement.

G6.2 The Commonwealth will reimburse the Grantee's substantiated reasonable costs for complying with a request under clause 6.1.

### **G7. Equipment and Assets**

Not Applicable



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## **G8. Relevant qualifications, skills or checks**

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the appropriate relevant skills or qualifications:

### **G8A. Child Safety**

Not Applicable

## **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:

- (a) All parties must comply with the relevant Commonwealth, state or territory Work Health and Safety legislation.

### **G9A. Fraud**

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

## **G10. Commonwealth Material, facilities and assistance**

Not Applicable

## **G11. Jurisdiction**

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

## **G12. Grantee trustee of a Trust**

Not Applicable

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## Signatures

Executed as an agreement:

### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources	
Name: (print) Position: (print) Signature and date:	..... ..... .....
Witness Name: (print) Signature and date:	..... .....

### Grantee:

Name of Company:	<i>[insert name of company and any ABN, ACN or ARBN]</i>
Director's Name: (print) Signature and date:	..... .....
Director/Company Secretary Name: (print) Signature and date:	..... .....

## 1. Undertaking the Activity

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

## 2. Acknowledgements

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

## 3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance or 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.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes are not variations for the purpose of clause 7.

## 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 is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth 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 Commonwealth 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 Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth 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 Commonwealth 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 Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

## 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 Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

## 13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, 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 Commonwealth with proof when requested.

## 16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, 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 Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth 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 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.

## 19. Cancellation for convenience

19.1 The Commonwealth 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 Commonwealth 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 Commonwealth 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 Commonwealth'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 Completion Date** means the date or event specified 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 and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property].
- **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.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **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 Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **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 Commonwealth.
- **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 Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.



Australian Government  
Department of Agriculture  
and Water Resources

# Commonwealth Grant Agreement

between the Commonwealth represented by  
Department of Agriculture and Water  
Resources  
and  
National Farmers' Federation

<b>Organisation Id:</b>	s47G(1)(a)
<b>Agreement Id:</b>	
<b>Schedule Id:</b>	
<b>Program:</b>	<i>National Resources Trust Fund</i>

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## Grant Agreement [grant to assist the National Farmers' Federation involvement in the EPBC Act review]

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

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	National Farmers' Federation Limited
Legal entity type	Australian Public company, limited by guarantee
Grantee Organisation ID:	s47G(1)(a)
Trading or business name	National Farmers' Federation
Australian Company Number (ACN)	097 140 166
Australian Business Number (ABN)	77 097 140 166
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	01 July 2001
GST is applicable to this grant	Yes
Registered office (physical/postal)	NFF House 14-16 Brisbane Avenue, Barton, ACT 2600 Locked Bag 9, Kingston, Australia 2604
Telephone	(02) 6269 5666
Email	s47F

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Agriculture and Water Resources, 18 Marcus Clarke Street, Canberra, ACT, 2601, ABN 24 113 085 695.

#### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth 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 each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

#### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) 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

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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.

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.



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Organisation ID:	s47G(1)(a)
Agreement ID:	
Schedule ID:	
Activity ID:	

## Grant Details [grant to assist the National Farmers' Federation involvement in the EPBC Act review]

### A. Purpose of the Grant

The purpose of the Grant is to provide limited funding to the National Farmers' Federation to allow them to effectively and comprehensively engage in the scheduled statutory review of the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act), which is to commence by October 2019. The work conducted by the Federation will ultimately benefit all Australian farmers in their dealings with the EPBC Act. The Federation will build on the work they have already carried out including their participation in an in-depth and detailed review of agriculture's interaction with the EPBC Act conducted by Dr Wendy Craik in 2018.

The Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the National Resources Trust Fund.

**Activity Title:** grant to assist the National Farmers' Federation involvement in the EPBC Act review

## B. Activity

The activities to be conducted by the National Farmers' Federation include:

- Increasing the awareness in the Australian farming community of the EPBC Act, its requirements and the process of the statutory reviews;
- Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views including state farm groups commodity councils and producer groups;
- Seek legal advice on relevant implications of the EPBC Act;
- Act as a central repository of farm sector engagement in the statutory review process; and
- Other related activities to ensure informed, appropriate and timely engagement.

### Performance Indicators

The Activity will be measured against the following Performance Indicators:

Performance Indicator Description	Measure
Increasing the awareness in the Australian farming community of the EPBC Act.	Awareness increased with information available for Australian farmers on the EPBC Act and its requirements.
Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views	Surveys and consultation undertaken including communicating and coordinating stakeholder views
Seek legal advice on relevant implications of the EPBC Act.	Legal advice sought on the EPBC Act.
Act as a central repository of farm sector engagement in the statutory review process	Central repository facilities and resources established and made available.
Other related activities	Other related activities recorded.

### Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Grantee location	[insert Organisation name]	[insert town, state, post code of grantee]

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## Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	[Insert Service Area type – such as State / Australia / Local Government / region]	[insert Service Area value – such as name the relevant states or refer to Australia / region]

## C. Duration of the Activity

The Activity starts on the day following execution of this agreement.

The Activity (other than the provision of any final reports) ends on 15 May 2020, which is the Activity Completion Date.

The Agreement ends on 30 June 2020 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

## D. Payment of the Grant

The total amount of the Grant is \$150,000 (GST incl.)

GST is payable on the Grant.

Interest can be earned on the Grant and any interest earned by the Grantee on that money once the Grant has been paid to the Grantee is considered part of the Grant.

A break down by Financial Year is below:

Financial Year	Amount (GST inclusive)
2018-19	\$150,000

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 Grantee's nominated bank account into which the Grant is to be paid is.

Financial Institution:	[insert bank account details]
Account Name:	[insert bank account details]
BSB:	[insert bank account details]
Account no:	[insert bank account details]

---

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

<b>Payment milestone</b>	<b>Anticipated date</b>	<b>Amount (excl. GST)</b>	<b>GST</b>	<b>Total (incl. GST)</b>
First payment made on Execution of Agreement	15/June/2019	\$136,363.64	\$13,636.36	\$150,000
<b>Total Amount</b>		<b>\$136,363.64</b>	<b>\$13,636.36</b>	<b>\$150,000</b>

### **Invoicing**

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

### **E. Reporting**

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

<b>Reporting Milestone</b>	<b>Due Date</b>
Performance Report 1 - A report with progress against the agreed Performance Indicators under Item B. Activity, as set out in Item E.1 for the period from execution to 1 December 2019	15/Dec/2019
Final report as set out in Item E.5	14/May/2020
Final Financial Report as per Item E.4	14/May/2020

#### **E.1 Performance Report**

Performance Report on the Activity that outline the activities and the deliverables agreed to /detailed in Section B that have been completed to date for the reporting period required as per the Reporting Milestone table.

A Financial Report will be required with each Performance Report and is to include a certification from an appropriate representative of the Grantee that funds were spent for the purpose provided and the report is to include (in a table format), at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.).

#### **E.2 Activity Work Plan**

Not applicable

#### **E.3 Annual Report**

None specified

#### **E.4 Accounting for the Grant**

#### **Final Financial Report**

The Final Financial Report must contain:

- Financial Acquittal (a statement accompanied by a reconciliation of the expenditure including, at a minimum for each expenditure item a description; grant contribution; other contributions from

Grantee; other contributions from third parties; and a total (GST incl.), signed and certified but not audited).

## E. 5 Other Reports

### Final Report

The Final Report must contain:

- Performance Report on the Activity that outline the activities and the deliverables detailed in Section B that have been completed from the previous Performance Report to the end of the Activity.
- A description of the Activities overall achievements against the objectives, activities / deliverables and key performance indicators.
- A report of all Project Material and all Intellectual Property in Project Material created or arising during the period covered by the Report.
- A report of all Assets created or acquired during the period covered by the Report.
- A list of all media, communications and or extension materials produced and activities over the life of the program.
- A plain English summary with no more than two pages that can be extracted and used independently (e.g. to be uploaded to the department's website).

## 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]
Business hours telephone	[insert details]
Mobile	[insert details]
Fax	[insert details]
E-mail	[insert details]

### Commonwealth representative and address – Grants administration

Name of representative	Community Grants Hub
Position	Service Delivery
Postal/physical address	
Business hours telephone	02 99425796
Mobile	
Fax	
E-mail	DAWRManage@communitygrants.gov.au

### Commonwealth representative and address – Policy specific contact

Name of representative	s22
Position	Director, Natural Resources Policy
Postal/physical address	18 Marcus Clarke St, [GPO Box 858], Canberra City ACT 2601
Business hours telephone	
Mobile	s22
E-mail	

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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.

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## **G. Supplementary Terms**

### **G1. Other Contributions**

Not Applicable

### **G2. Activity budget**

Not Applicable

### **G3. Record keeping**

G3.1 The Grantee agrees to maintain the following records:

- (a) 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.

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

### **G4. Audit and acquittal**

G4.1 On the date specified in Section E., the Grantee agrees to provide:

- (a) financial statement(s) in relation to the income and expenses relating to the Grant [and any Other Contributions [G1.1] signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

### **G5. Activity Material**

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 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.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

### **G6. Access**

G6.1 If requested by the Commonwealth, the Grantee agrees to provide the Commonwealth, or any persons authorised in writing by the Commonwealth, with access to the Grantee's premises, personnel, documents and other records, and all assistance reasonably requested, to enable the Commonwealth or those persons to verify that the Grant was spent in accordance with this Agreement.

G6.2 The Commonwealth will reimburse the Grantee's substantiated reasonable costs for complying with a request under clause 6.1.

---

## **G7. Equipment and Assets**

Not Applicable

## **G8. Relevant qualifications, skills or checks**

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the appropriate relevant skills or qualifications:

### **G8A. Child Safety**

Not Applicable

## **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:

- (a) All parties must comply with the relevant Commonwealth, state or territory Work Health and Safety legislation.

### **G9A. Fraud**

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

## **G10. Commonwealth Material, facilities and assistance**

Not Applicable

## **G11. Jurisdiction**

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

## **G12. Grantee trustee of a Trust**

Not Applicable

---



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## Signatures

Executed as an agreement:

### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources	
Name: (print) Position: (print) Signature and date:	..... ..... .....
Witness Name: (print) Signature and date:	..... .....

### Grantee:

Name of Company:	National Farmers' Federation Limited, ABN 77 097 140 166
Director's Name: (print) Signature and date:	..... .....
Director/Company Secretary Name: (print) Signature and date:	..... .....

## 1. Undertaking the Activity

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

## 2. Acknowledgements

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

## 3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance or 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.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes are not variations for the purpose of clause 7.

## 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 is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth 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 Commonwealth 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 Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth 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 Commonwealth 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 Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

## 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 Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

## 13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, 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 Commonwealth with proof when requested.

## 16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, 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 Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth 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 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.

## 19. Cancellation for convenience

19.1 The Commonwealth 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 Commonwealth 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 Commonwealth 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 Commonwealth'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 Completion Date** means the date or event specified 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 and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property].
- **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.
- **Commonwealth** means the Commonwealth of Australia
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **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 Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **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 Commonwealth.
- **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 Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.



Australian Government  
Department of Agriculture  
and Water Resources

## Commonwealth Grant Agreement

between the Commonwealth represented by  
Department of Agriculture and Water  
Resources  
and  
National Farmers' Federation

Organisation Id:	s47G(1)(a)
Agreement Id:	
Schedule Id:	
Program:	<i>National Resources Trust Fund</i>

**Commonwealth Simple Grant Agreement**

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## Grant Agreement [grant to assist the National Farmers' Federation involvement in the EPBC Act review]

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

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	National Farmers' Federation Limited
Legal entity type	Australian Public company, limited by guarantee
Grantee Organisation ID:	s47G(1)(a)
Trading or business name	National Farmers' Federation
Australian Company Number (ACN)	097 140 166
Australian Business Number (ABN)	77 097 140 166
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	01 July 2001
GST is applicable to this grant	Yes
Registered office (physical/postal)	NFF House 14-16 Brisbane Avenue, Barton, ACT 2600 Locked Bag 9, Kingston, Australia 2604
Telephone	(02) 6269 5666
Email	s47F

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Agriculture and Water Resources, 18 Marcus Clarke Street, Canberra, ACT, 2601, ABN 24 113 085 695.

#### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth 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 each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

#### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) 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

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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.

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.

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Organisation ID	s47G(1)(a)
Agreement ID:	
Schedule ID:	
Activity ID:	

## Grant Details [grant to assist the National Farmers' Federation involvement in the EPBC Act review]

### A. Purpose of the Grant

The purpose of the Grant is to provide limited funding to the National Farmers' Federation to allow them to effectively and comprehensively engage in the scheduled statutory review of the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act), which is to commence by October 2019. The work conducted by the Federation will ultimately benefit all Australian farmers in their dealings with the EPBC Act. The Federation will build on the work they have already carried out including their participation in an in-depth and detailed review of agriculture's interaction with the EPBC Act conducted by Dr Wendy Craik in 2018.

The Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the National Resources Trust Fund program.



**Activity Title:** grant to assist the National Farmers' Federation involvement in the EPBC Act review

**B. Activity**

The activities to be conducted by the National Farmers' Federation include:

- Increasing the awareness in the Australian farming community of the EPBC Act, its requirements and the process of the statutory reviews;
- Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views including state farm groups commodity councils and producer groups;
- Seek legal advice on relevant implications of the EPBC Act;
- Act as a central repository of farm sector engagement in the statutory review process; and
- Other related activities to ensure informed, appropriate and timely engagement.

**Performance Indicators**

The Activity will be measured against the following Performance Indicators:

Performance Indicator Description	Measure
Increasing the awareness in the Australian farming community of the EPBC Act.	Awareness increased with information available for Australian farmers on the EPBC Act and its requirements.
Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views	Surveys and consultation undertaken including communicating and coordinating stakeholder views
Seek legal advice on relevant implications of the EPBC Act.	Legal advice sought on the EPBC Act.
Act as a central repository of farm sector engagement in the statutory review process	Central repository facilities and resources established and made available.
Other related activities	Other related activities recorded

**Commented [GA1]:** How will the grantee evidence that awareness has increased. The measures need to be perceptible and are usually quantitative. Could adjust this measure to be Australian Farmers have access to information on the EPBC Act and its requirements via XYZ (how will they be distributing this info, are they running workshops? Making info available on a website? How many workshops will they need to run/ what information do they need to make available etc...)

**Commented [GA2]:** Do we have any idea what these might be?  
**Commented [GA3R2]:** Being that there is no Activity Work Plan to be submitted, would suggest including as much detail in Section B as possible/necessary.

**Location Information**

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Grantee location	[insert Organisation name]	[insert town, state, post code of grantee]

**Commented [GA4]:** Need to insert info.

### Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	[Insert Service Area type – such as State / Australia / Local Government / region]	[insert Service Area value – such as name the relevant states or refer to Australia / region]

### C. Duration of the Activity

The Activity starts on the day following execution of this agreement.

The Activity (other than the provision of any final reports) ends on 15 May 2020, which is the Activity Completion Date.

The Agreement ends on 30 June 2020 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

### D. Payment of the Grant

The total amount of the Grant is \$150,000 (GST incl.)

GST is payable on the Grant.

Interest can be earned on the Grant and any interest earned by the Grantee on that money once the Grant has been paid to the Grantee is considered part of the Grant.

A break down by Financial Year is below:

Financial Year	Amount (GST inclusive)
2018-19	\$150,000

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 Grantee's nominated bank account into which the Grant is to be paid is.

Financial Institution:	[insert bank account details]
Account Name:	[insert bank account details]
BSB:	[insert bank account details]
Account no:	[insert bank account details]

**Commented [GA5]:** This date should be at least ~2 weeks before the final report is due. The final reports are not included as part of the Activity .

The Activity Completion Date should be the date where all activities in Section B are anticipated to have been completed. Obviously these activities in section B will need to be completed before the final report is due and you should allow the grantee however much time you think is acceptable to produce the final report.

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The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Payment milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
First payment made on Execution of Agreement	15/June/2019	\$136,363.64	\$13,636.36	\$150,000
<b>Total Amount</b>		<b>\$136,363.64</b>	<b>\$13,636.36</b>	<b>\$150,000</b>

#### Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

#### E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

Reporting Milestone	Due Date
Performance Report 1 - A report with progress against the agreed Performance Indicators under Item B. Activity, as set out in Item E.1 for the period from execution to 1 December 2019	15/Dec/2019
Final report as set out in Item E.5	1/June/2020
Final Financial Report as per Item E.4	1/June/2020

##### E.1 Performance Report

Performance Report on the Activity that outline the activities and the deliverables agreed to /detailed in Section B that have been completed to date for the reporting period required as per the Reporting Milestone table.

A Financial Report will be required with each Performance Report and is to include a certification from an appropriate representative of the Grantee that funds were spent for the purpose provided and the report is to include (in a table format), at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.).

##### E.2 Activity Work Plan

Not applicable

##### E.3 Annual Report

None specified

##### E.4 Accounting for the Grant

#### Final Financial Report

The Final Financial Report must contain:

- Financial Acquittal (a statement accompanied by a reconciliation of the expenditure including, at a minimum for each expenditure item a description; grant contribution; other contributions from

Grantee; other contributions from third parties; and a total (GST incl.), signed and certified but not audited).

## E. 5 Other Reports

### Final Report

The Final Report must contain:

- Performance Report on the Activity that outline the activities and the deliverables detailed in Section B that have been completed from the previous Performance Report to the end of the Activity.
- A description of the Activities overall achievements against the objectives, activities / deliverables and key performance indicators.
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- A list of all media, communications and or extension materials produced and activities over the life of the program.
- A plain English summary with no more than two pages that can be extracted and used independently (e.g. to be uploaded to the department's website).

## 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]
Business hours telephone	[insert details]
Mobile	[insert details]
Fax	[insert details]
E-mail	[insert details]

### Commonwealth representative and address – Grants administration

Name of representative	Community Grants Hub
Position	Service Delivery
Postal/physical address	
Business hours telephone	02 99425796
Mobile	
Fax	
E-mail	DAWRManage@communitygrants.gov.au

### Commonwealth representative and address – Policy specific contact

Name of representative	s22
Position	Director, Natural Resources Policy
Postal/physical address	18 Marcus Clarke St, [GPO Box 858], Canberra City ACT 2601
Business hours telephone	
Mobile	
E-mail	

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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.

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## G. Supplementary Terms

### G1. Other Contributions

Not Applicable

### G2. Activity budget

Not Applicable

### G3. Record keeping

G3.1 The Grantee agrees to maintain the following records:

- (a) 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.

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

### G4. Audit and acquittal

G4.1 On the date specified in Section E., the Grantee agrees to provide:

- (a) financial statement(s) in relation to the income and expenses relating to the Grant [and any Other Contributions [G1.1] signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

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G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

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Not Applicable

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- (a) All parties must comply with the relevant Commonwealth, state or territory Work Health and Safety legislation.

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G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

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Not Applicable

## **G11. Jurisdiction**

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

## **G12. Grantee trustee of a Trust**

Not Applicable

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## Signatures

Executed as an agreement:

### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources	
Name: (print)	.....
Position: (print)	.....
Signature and date:	.....
Witness Name: (print)	.....
Signature and date:	.....

### Grantee:

Name of Company:	National Farmers' Federation Limited, ABN 77 097 140 166
Director's Name: (print)	.....
Signature and date:	.....
Director/Company Secretary Name: (print)	.....
Signature and date:	.....



## Commonwealth 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 Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies

### 3. Notices

3 1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its 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

3 3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement Such changes are not variations for the purpose of clause 7

### 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 is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors

5 2 The Grantee agrees to make available to the Commonwealth 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 Commonwealth 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 Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details

8 2 The Commonwealth 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 Commonwealth 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

## Schedule 1

### 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 Commonwealth unless agreed otherwise

10 2 The amount to be repaid under clause 10 1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth

#### 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 Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes

#### 13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, 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 Commonwealth with proof when requested

#### 16. Indemnities

16 1 The Grantee indemnifies the Commonwealth, 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 Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth 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 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

## Commonwealth General Grant Conditions

of external administration

### 19. Cancellation for convenience

19.1 The Commonwealth 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 Commonwealth 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 Commonwealth 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 Commonwealth'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 Completion Date** means the date or event specified 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 and includes any Existing Material that is incorporated in or supplied with the Activity Material
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details
- **Agreement End Date** means the date or event specified in the Grant Details
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property]
- **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
- **Commonwealth** means the Commonwealth of Australia

## Schedule 1

as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents

- **Commonwealth General Grant Conditions** means this document
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use
- **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 Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee
- **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 Commonwealth
- **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 Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material

## National Farmers Federation

funding: \$150,000 (GST incl.) over 1 year.

The Environment Protection and Biodiversity Conservation Act 1999 is scheduled to commence its statutory review by October 2019. The National Farmers' Federation, having participated in some depth and detail the review of agriculture's interaction with the EPBC Act conducted by Dr Wendy Craik, now seeks funding to effectively and comprehensively engage in this process with particular emphasis on the following areas:

- Increasing awareness in the farming community of the act, its requirements and the process of the statutory reviews
- Undertaking survey and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views including state farm groups commodity councils and producer groups;
- Seek legal advice on relevant implications of the EPBC Act;
- Act as a central repository of farm sector engagement in the statutory review process; and
- Other related activities to ensure informed, appropriate and timely engagement.

Proposed cost \$150,000

The funding of \$150,000 will allow the National Farmers Federation (NFF) to complete the second stage of the project - to build the capacity of farmers to understand and comply with requirements under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act).

The first stage involved a grant of \$40,000 that allowed NFF to complete preliminary work to understand issues with the EPBC Act, with a view to increase farmers' capacity in regard to this piece of environmental legislation.

Now NFF want to complete the work by consolidating their findings into an information package to provide farmers should they have the need to understand their obligations under the EPBC Act.

The findings by NFF will help address immediate needs and contribute to the upcoming statutory review of the EPBC Act due to commence by October 2019.

The National Farmers' Federation is the peak national body representing and advocating farmers and, more broadly, agriculture across Australia.

**National Farmers' Federation**

Warwick Ragg  
(02) 6269 5666  
s47F

Tony Mahar  
s47F

Heidi Reid  
Heidi Reid s47F

s22

**From:** Warwick Ragg s47F  
**Sent:** Tuesday, 14 May 2019 2:08 PM  
**To:** s22  
**Subject:** FW: Draft Grant Agreement DAWR NFF V3 [SEC=UNCLASSIFIED]  
**Attachments:** Draft Grant Agreement DAWR NFF V3.docx

My additions/changes tracked. Let me know if we need to discuss otherwise if you provide a clean version I can get pursue approval here.

**Warwick Ragg** | General Manager NRM | National Farmers' Federation  
T 02 6269 5666 s47F | [www.nff.org.au](http://www.nff.org.au) | [@NationalFarmers](https://twitter.com/NationalFarmers)



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**From:** s47F  
**Sent:** Tuesday, 14 May 2019 1:54 PM  
**To:** Warwick Ragg s47F  
**Subject:** Draft Grant Agreement DAWR NFF V3

Hi Warwick

Please find contact with details attached.

Kind regards

s47F



*The information in this email and any attachments is strictly for the intended addressee(s) for purposes agreed and approved by the National Farmers' Federation. It may contain confidential or legally privileged information. If you have received this email and you are not the intended addressee, any confidentiality and privilege are not waived and you are not permitted to read, distribute or otherwise use the information it contains. Unless otherwise specified, media releases and other information intended for the public domain may be circulated and reproduced without further permission. This email does not constitute formal advice or consent, commitment or agreement by the sender or the National Farmers' Federation unless specifically approved and indicated. If you have received this communication in error or wish to be removed from a distribution list, please contact the National Farmers' Federation on +61 2 6269 5666.*

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Australian Government  
Department of Agriculture  
and Water Resources

# Commonwealth Grant Agreement

between the Commonwealth represented by  
Department of Agriculture and Water  
Resources  
and  
National Farmers' Federation

Organisation Id:	s47G(1)(a)
Agreement Id:	
Schedule Id:	
Program:	<i>National Resources Trust Fund</i>

**Commonwealth Simple Grant Agreement**

**Contents**

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## Grant to assist the National Farmers' Federation involvement in the EPBC Act review

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

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	National Farmers' Federation Limited
Legal entity type	Australian Public company, limited by guarantee
Grantee Organisation ID:	s47G(1)(a)
Trading or business name	National Farmers' Federation
Australian Company Number (ACN)	097 140 166
Australian Business Number (ABN)	77 097 140 166
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	01 July 2001
GST is applicable to this grant	Yes
Registered office (physical/postal)	NFF House 14-16 Brisbane Avenue, Barton, ACT 2600 Locked Bag 9, Kingston, Australia 2604
Telephone	(02) 6269 5666
Email	s47F

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Agriculture and Water Resources, 18 Marcus Clarke Street, Canberra, ACT, 2601, ABN 24 113 085 695.

#### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth 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 each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

#### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) 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



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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.

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.

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Organisation ID: s47G(1)(a)
Agreement ID:
Schedule ID:
Activity ID:

## Grant to assist the National Farmers' Federation involvement in the EPBC Act review

### A. Purpose of the Grant

The purpose of the Grant is to provide limited funding to the National Farmers' Federation to allow them to effectively and comprehensively engage in the scheduled statutory review of the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act), which is to commence by October 2019. The work conducted by the Federation will ultimately benefit all Australian farmers in their dealings with the EPBC Act. The Federation will build on the work they have already carried out including their participation in an in-depth and detailed review of agriculture's interaction with the EPBC Act conducted by Dr Wendy Craik in 2018.

The Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the National Resources Trust Fund program.

**Activity Title:** Grant to assist the National Farmers' Federation involvement in the EPBC Act review

**B. Activity**

The activities to be conducted by the National Farmers' Federation include:

- Increasing the awareness in the Australian farming community of the EPBC Act, its requirements and the process of the statutory reviews;
- Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views including state farm groups commodity councils and producer groups;
- Seek legal advice on relevant implications of the EPBC Act;
- Act as a central repository of farm sector engagement in the statutory review process; and
- Other related activities to ensure informed, appropriate and timely engagement.

The Grantee will ensure that prior agreement is reached with the Department of Agriculture and Water Resources on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

**Performance Indicators**

The Activity will be measured against the following Performance Indicators:

Performance Indicator Description	Measure
Increasing the awareness in the Australian farming community of the EPBC Act.	Awareness increased with information available for Australian farmers on the EPBC Act and its requirements.
Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views	Surveys and consultation undertaken including communicating and coordinating stakeholder views
Seek legal advice on relevant implications of the EPBC Act.	Legal advice sought on the EPBC Act.
Act as a central repository of farm sector engagement in the statutory review process	Central repository facilities and resources established and made available.
Other related activities	Other related activities recorded

**Commented [GA1]:** How will the grantee evidence that awareness has increased. The measures need to be perceptible and are usually quantitative. Could adjust this measure to be Australian Farmers have access to information on the EPBC Act and its requirements via XYZ (how will they be distributing this info, are they running workshops? Making info available on a website? How many workshops will they need to run/ what information do they need to make available etc...)

**Commented [GA2]:** Do we have any idea what these might be?  
**Commented [GA3R2]:** Being that there is no Activity Work Plan to be submitted, would suggest including as much detail in Section B as possible/necessary.

**Location Information**

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Grantee location	[insert Organisation name]	[insert town, state, post code of grantee]

Commented [GA4]: Need to insert info.

#### Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	[Insert Service Area type – such as State / Australia / Local Government / region]	[insert Service Area value – such as name the relevant states or refer to Australia / region]

#### C. Duration of the Activity

The Activity starts on the day following execution of this agreement.

The Activity (other than the provision of any final reports) ends on 15 May 2020, which is the Activity Completion Date.

The Agreement ends on 30 June 2020 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

#### D. Payment of the Grant

The total amount of the Grant is \$150,000 (GST incl.)

GST is payable on the Grant.

Interest can be earned on the Grant and any interest earned by the Grantee on that money once the Grant has been paid to the Grantee is considered part of the Grant.

A break down by Financial Year is below:

Financial Year	Amount (GST inclusive)
2018-19	\$150,000

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 Grantee's nominated bank account into which the Grant is to be paid is.

Financial Institution:	[insert bank account details]
Account Name:	[insert bank account details]

<b>BSB:</b>	[insert bank account details]
<b>Account no:</b>	[insert bank account details]

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Payment milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
First payment made on Execution of Agreement	15/June/2019	\$136,363.64	\$13,636.36	\$150,000
<b>Total Amount</b>		<b>\$136,363.64</b>	<b>\$13,636.36</b>	<b>\$150,000</b>

#### Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

#### E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

Reporting Milestone	Due Date
Performance Report 1 - A report with progress against the agreed Performance Indicators under Item B. Activity, as set out in Item E.1 for the period from execution to 1 December 2019	15/Dec/2019
Final report as set out in Item E.5	15/June/2020
Final Financial Report as per Item E.4	15/June/2020

##### E.1 Performance Report

Performance Report on the Activity that outline the activities and the deliverables agreed to /detailed in Section B that have been completed to date for the reporting period required as per the Reporting Milestone table.

A Financial Report will be required with each Performance Report and is to include a certification from an appropriate representative of the Grantee that funds were spent for the purpose provided and the report is to include (in a table format), at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.).

##### E.2 Activity Work Plan

Not applicable

##### E.3 Annual Report

None specified

##### E.4 Accounting for the Grant

##### Final Financial Report

---

The Final Financial Report must contain:

- Financial Acquittal (a statement accompanied by a reconciliation of the expenditure including, at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.), signed and certified but not audited).

## E. 5 Other Reports

### Final Report

The Final Report must contain:

- Performance Report on the Activity that outline the activities and the deliverables detailed in Section B that have been completed from the previous Performance Report to the end of the Activity.
- A description of the Activities overall achievements against the objectives, activities / deliverables and key performance indicators.
- A report of all Project Material and all Intellectual Property in Project Material created or arising during the period covered by the Report.
- A report of all Assets created or acquired during the period covered by the Report.
- A list of all media, communications and or extension materials produced and activities over the life of the program.
- A plain English summary with no more than two pages that can be extracted and used independently (e.g. to be uploaded to the department's website).

## 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]
Business hours telephone	[insert details]
Mobile	[insert details]
Fax	[insert details]
E-mail	[insert details]

### Commonwealth representative and address - Grants administration

Name of representative	Community Grants Hub
Position	Service Delivery
Postal/physical address	
Business hours telephone	02 99425796
Mobile	
Fax	
E-mail	DAWRManage@communitygrants.gov.au

### Commonwealth representative and address - Policy specific contact

Name of representative	S22
Position	Director, Natural Resources Policy

---

Postal/physical address	18 Marcus Clarke St, [GPO Box 858], Canberra City ACT 2601
Business hours telephone	\$22 [REDACTED]
Mobile	\$22 [REDACTED]
E-mail	\$22 [REDACTED]

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. Other Contributions

Not Applicable

### G2. Activity budget

Not Applicable

### G3. Record keeping

G3.1 The Grantee agrees to maintain the following records:

- (a) 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.

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

### G4. Audit and acquittal

G4.1 On the date specified in Section E., the Grantee agrees to provide:

- (a) financial statement(s) in relation to the income and expenses relating to the Grant [and any Other Contributions [G1.1] signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

### G5. Activity Material

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 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.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

### G6. Access

G6.1 If requested by the Commonwealth, the Grantee agrees to provide the Commonwealth, or any persons authorised in writing by the Commonwealth, with access to the Grantee's premises, personnel, documents and other records, and all assistance reasonably requested, to enable the Commonwealth or those persons to verify that the Grant was spent in accordance with this Agreement.

G6.2 The Commonwealth will reimburse the Grantee's substantiated reasonable costs for complying with a request under clause 6.1.



---

## **G7. Equipment and Assets**

Not Applicable

## **G8. Relevant qualifications, skills or checks**

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have appropriate relevant skills or qualifications.

## **G8A. Child Safety**

Not Applicable

## **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:

- (a) All parties must comply with the relevant Commonwealth, state or territory Work Health and Safety legislation.

### **G9A. Fraud**

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

## **G10. Commonwealth Material, facilities and assistance**

Not Applicable

## **G11. Jurisdiction**

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

## **G12. Grantee trustee of a Trust**

Not Applicable

---

## Signatures

Executed as an agreement:

### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources	
Name: (print)	.....
Position: (print)	.....
Signature and date:	.....
Witness Name: (print)	.....
Signature and date:	.....

### Grantee:

Name of Company:	National Farmers' Federation Limited, ABN 77 097 140 166
Director's Name: (print)	.....
Signature and date:	.....
Director/Company Secretary Name: (print)	.....
Signature and date:	.....

## Commonwealth General Grant Conditions

### 1. Undertaking the Activity

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

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

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5 1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors

5 2 The Grantee agrees to make available to the Commonwealth 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 Commonwealth 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

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

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8 2 The Commonwealth 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 Commonwealth 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

## Schedule 1

### 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 Commonwealth unless agreed otherwise

10 2 The amount to be repaid under clause 10 1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth

#### 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 Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes

#### 13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, 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 Commonwealth with proof when requested

#### 16. Indemnities

16 1 The Grantee indemnifies the Commonwealth, 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 Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth 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 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

## Commonwealth General Grant Conditions

of external administration

### 19. Cancellation for convenience

19.1 The Commonwealth 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 Commonwealth 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 Commonwealth 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 Commonwealth'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 Completion Date** means the date or event specified 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 and includes any Existing Material that is incorporated in or supplied with the Activity Material
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details
- **Agreement End Date** means the date or event specified in the Grant Details
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property]
- **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
- **Commonwealth** means the Commonwealth of Australia

## Schedule 1

as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents

- **Commonwealth General Grant Conditions** means this document
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use
- **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 Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee
- **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 Commonwealth
- **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 Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material



Australian Government  
Department of Agriculture  
and Water Resources

# Commonwealth Grant Agreement

between the Commonwealth represented by  
Department of Agriculture and Water  
Resources  
and  
National Farmers' Federation

Organisation Id:	s47G(1)(a)
Agreement Id:	
Schedule Id:	
Program:	<i>Natural Resources Trust Fund</i>

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## Grant to assist the National Farmers' Federation involvement in the EPBC Act review

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

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	National Farmers' Federation Limited
Legal entity type	Australian Public company, limited by guarantee
Grantee Organisation ID:	s47G(1)(a)
Trading or business name	National Farmers' Federation
Australian Company Number (ACN)	097 140 166
Australian Business Number (ABN)	77 097 140 166
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	01 July 2001
GST is applicable to this grant	Yes
Registered office (physical/postal)	NFF House 14-16 Brisbane Avenue, Barton, ACT 2600 Locked Bag 9, Kingston, Australia 2604
Telephone	(02) 6269 5666
Email	s47F

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Agriculture and Water Resources, 18 Marcus Clarke Street, Canberra, ACT, 2601, ABN 24 113 085 695.

#### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth 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 each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

#### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) 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

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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.

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.



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<b>Organisation ID:</b> s47G(1)(a)
<b>Agreement ID:</b>
<b>Schedule ID:</b>
<b>Activity ID:</b>

## **Grant to assist the National Farmers' Federation involvement in the EPBC Act review**

### **A. Purpose of the Grant**

The purpose of the Grant is to provide limited funding to the National Farmers' Federation to allow them to effectively and comprehensively engage in the scheduled statutory review of the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act), which is to commence by October 2019. The work conducted by the Federation will ultimately benefit all Australian farmers in their dealings with the EPBC Act. The Federation will build on the work they have already carried out including their participation in an in-depth and detailed review of agriculture's interaction with the EPBC Act conducted by Dr Wendy Craik in 2018.

The Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Natural Resources Trust Fund program.

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**Activity Title:** Grant to assist the National Farmers' Federation involvement in the EPBC Act review

## B. Activity

The activities to be conducted by the National Farmers' Federation include:

- Increasing the awareness in the Australian farming community of the EPBC Act, its requirements and the process of the statutory reviews;
- Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views including state farm groups commodity councils and producer groups;
- Seek legal advice on relevant implications of the EPBC Act; and
- Act as a central repository of farm sector engagement in the statutory review process;

The Grantee will ensure that prior agreement is reached with the Department of Agriculture and Water Resources on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

### Performance Indicators

The Activity will be measured against the following Performance Indicators:

<b>Performance Indicator Description</b>	<b>Measure</b>
Increasing the awareness in the Australian farming community of the EPBC Act.	Awareness increased with information available for Australian farmers on the EPBC Act and its requirements. <ul style="list-style-type: none"><li>• Developed with the Department of the Environment and Energy;</li><li>• Circulation by Sustainable Development Committee members to their members and networks;</li><li>• NFF website;</li><li>• Australian Farmers media platform.</li></ul>
Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views	Surveys and consultation undertaken including communicating and coordinating stakeholder views
Seek legal advice on relevant implications of the EPBC Act.	Legal advice sought on the EPBC Act.

Act as a central repository of farm sector engagement in the statutory review process	Central repository facilities and resources established and made available.
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### Location Information

The Activity will be delivered from the following site location:

	Location Type	Name	Address
1.	Canberra	National Farmers' Federation Limited	14-16 Brisbane Avenue, Barton, ACT, 2600

### Service Area Information

The Activity will service the following service areas:

	Type	Service Area
1.	Australia wide	Australia wide

## C. Duration of the Activity

The Activity starts on the day following execution of this agreement.

The Activity (other than the provision of any final reports) ends on 15 May 2021, which is the Activity Completion Date.

The Agreement ends on 30 June 2021 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

## D. Payment of the Grant

The total amount of the Grant is \$150,000 (GST incl.)

GST is payable on the Grant.

Interest can be earned on the Grant and any interest earned by the Grantee on that money once the Grant has been paid to the Grantee is considered part of the Grant.

A break down by Financial Year is below:

Financial Year	Amount (GST inclusive)
2018-19	\$150,000

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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 Grantee's nominated bank account into which the Grant is to be paid is.

**s47G(1)(a)**

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Payment milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
First payment made on Execution of Agreement	15/June/2019	\$136,363.64	\$13,636.36	\$150,000
<b>Total Amount</b>		<b>\$136,363.64</b>	<b>\$13,636.36</b>	<b>\$150,000</b>

### Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

### E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

Reporting Milestone	Due Date
Performance Report 1 - A report with progress against the agreed Performance Indicators under Item B. Activity, as set out in Item E.1 for the period from execution to 1 June 2020	15/June/2020
Final report as set out in Item E.5	15/June/2021
Final Financial Report as per Item E.4	15/June/2021

#### E.1 Performance Report

Performance Report on the Activity that outline the activities and the deliverables agreed to /detailed in Section B that have been completed to date for the reporting period required as per the Reporting Milestone table.

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A Financial Report will be required with each Performance Report and is to include a certification from an appropriate representative of the Grantee that funds were spent for the purpose provided and the report is to include (in a table format), at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.).

## **E.2 Activity Work Plan**

Not applicable

## **E.3 Annual Report**

None specified

## **E.4 Accounting for the Grant**

### **Final Financial Report**

The Final Financial Report must contain:

- Financial Acquittal (a statement accompanied by a reconciliation of the expenditure including, at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.), signed and certified but not audited).

## **E. 5 Other Reports**

### **Final Report**

The Final Report must contain:

- Performance Report on the Activity that outline the activities and the deliverables detailed in Section B that have been completed from the previous Performance Report to the end of the Activity.
- A description of the Activities overall achievements against the objectives, activities / deliverables and key performance indicators.
- A report of all Project Material and all Intellectual Property in Project Material created or arising during the period covered by the Report.
- A report of all Assets created or acquired during the period covered by the Report.
- A list of all media, communications and or extension materials produced and activities over the life of the program.
- A plain English summary with no more than two pages that can be extracted and used independently (e.g. to be uploaded to the department's website).

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## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	Warwick Ragg
Position	General Manager, Natural Resource Management
Postal/physical address	14-16 Brisbane Avenue, Barton, ACT, 2600
Business hours telephone	02 6269 5666
Mobile	s47F
Fax	
E-mail	

### Commonwealth representative and address – Grants administration

Name of representative	Community Grants Hub
Position	Service Delivery
Postal/physical address	
Business hours telephone	02 99425796
Mobile	
Fax	
E-mail	DAWRManage@communitygrants.gov.au

### Commonwealth representative and address – Policy specific contact

Name of representative	s22
Position	Director, Natural Resources Policy
Postal/physical address	18 Marcus Clarke St, [GPO Box 858], Canberra City ACT 2601
Business hours telephone	s22
Mobile	
E-mail	

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.

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## **G. Supplementary Terms**

### **G1. Other Contributions**

Not Applicable

### **G2. Activity budget**

Not Applicable

### **G3. Record keeping**

G3.1 The Grantee agrees to maintain the following records:

- (a) 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.

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

### **G4. Audit and acquittal**

G4.1 On the date specified in Section E., the Grantee agrees to provide:

- (a) financial statement(s) in relation to the income and expenses relating to the Grant [and any Other Contributions [G1.1] signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

### **G5. Activity Material**

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 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.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

### **G6. Access**

G6.1 If requested by the Commonwealth, the Grantee agrees to provide the Commonwealth, or any persons authorised in writing by the Commonwealth, with access to the Grantee's premises, personnel, documents and other records, and all assistance reasonably requested, to enable the Commonwealth or those persons to verify that the Grant was spent in accordance with this Agreement.

G6.2 The Commonwealth will reimburse the Grantee's substantiated reasonable costs for complying with a request under clause 6.1.

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## **G7. Equipment and Assets**

Not Applicable

## **G8. Relevant qualifications, skills or checks**

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have appropriate relevant skills or qualifications.

## **G8A. Child Safety**

Not Applicable

## **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:

- (a) All parties must comply with the relevant Commonwealth, state or territory Work Health and Safety legislation.

### **G9A. Fraud**

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

## **G10. Commonwealth Material, facilities and assistance**

Not Applicable

## **G11. Jurisdiction**

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

## **G12. Grantee trustee of a Trust**

Not Applicable



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## Signatures

Executed as an agreement:

### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources	
Name: (print) Position: (print) Signature and date:	..... ..... .....
Witness Name: (print) Signature and date:	..... .....

### Grantee:

Name of Company:	National Farmers' Federation Limited, ABN 77 097 140 166
Director's Name: (print) Signature and date:	..... .....
Director/Company Secretary Name: (print) Signature and date:	ANTHONY MAHAR..... .....

## 1. Undertaking the Activity

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

## 2. Acknowledgements

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

## 3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its 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.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes are not variations for the purpose of clause 7.

## 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 is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth 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 Commonwealth 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 Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

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

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Grant Details.

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

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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.

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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.

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- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

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- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
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19.4 The Commonwealth'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.

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- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property].
- **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.
- **Commonwealth** means the Commonwealth of Australia
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **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 Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **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 Commonwealth.
- **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 Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

s22

**From:** Warwick Ragg s47F  
**Sent:** Friday, 17 May 2019 1:26 PM  
**To:** s22  
**Cc:** s22 Heidi Reid  
**Subject:** Commonwealth Grant Agreement - NFF [SEC=UNCLASSIFIED]  
**Attachments:** Grant Agreement DAWR NFF.pdf

Warwick Ragg | General Manager NRM | National Farmers' Federation  
T 02 6269 5666 | s47F [www.nff.org.au](http://www.nff.org.au) | @NationalFarmers



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# Commonwealth Grant Agreement

between the Commonwealth represented by  
Department of Agriculture and Water  
Resources  
and  
National Farmers' Federation

<b>Organisation Id:</b>	s47G(1)(a)
<b>Agreement Id:</b>	
<b>Schedule Id:</b>	
<b>Program:</b>	<i>Natural Resources Trust Fund</i>

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## Grant to assist the National Farmers' Federation involvement in the EPBC Act review

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

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	National Farmers' Federation Limited
Legal entity type	Australian Public company, limited by guarantee
Grantee Organisation ID:	s47G(1)(a)
Trading or business name	National Farmers' Federation
Australian Company Number (ACN)	097 140 166
Australian Business Number (ABN)	77 097 140 166
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	01 July 2001
GST is applicable to this grant	Yes
Registered office (physical/postal)	NFF House 14-16 Brisbane Avenue, Barton, ACT 2600 Locked Bag 9, Kingston, Australia 2604
Telephone	(02) 6269 5666
Email	s47F

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Agriculture and Water Resources, 18 Marcus Clarke Street, Canberra, ACT, 2601, ABN 24 113 085 695.

#### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth 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 each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

#### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) 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

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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.

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.



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Organisation ID: s47G(1)(a)
Agreement ID:
Schedule ID:
Activity ID:

## Grant to assist the National Farmers' Federation involvement in the EPBC Act review

### A. Purpose of the Grant

The purpose of the Grant is to provide limited funding to the National Farmers' Federation to allow them to effectively and comprehensively engage in the scheduled statutory review of the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act), which is to commence by October 2019. The work conducted by the Federation will ultimately benefit all Australian farmers in their dealings with the EPBC Act. The Federation will build on the work they have already carried out including their participation in an in-depth and detailed review of agriculture's interaction with the EPBC Act conducted by Dr Wendy Craik in 2018.

The Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Natural Resources Trust Fund program.

---

**Activity Title:** Grant to assist the National Farmers' Federation involvement in the EPBC Act review

## B. Activity

The activities to be conducted by the National Farmers' Federation include:

- Increasing the awareness in the Australian farming community of the EPBC Act, its requirements and the process of the statutory reviews;
- Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views including state farm groups commodity councils and producer groups;
- Seek legal advice on relevant implications of the EPBC Act; and
- Act as a central repository of farm sector engagement in the statutory review process;

The Grantee will ensure that prior agreement is reached with the Department of Agriculture and Water Resources on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

### Performance Indicators

The Activity will be measured against the following Performance Indicators:

<b>Performance Indicator Description</b>	<b>Measure</b>
Increasing the awareness in the Australian farming community of the EPBC Act.	Awareness increased with information available for Australian farmers on the EPBC Act and its requirements. <ul style="list-style-type: none"><li>• Developed with the Department of the Environment and Energy;</li><li>• Circulation by Sustainable Development Committee members to their members and networks;</li><li>• NFF website;</li><li>• Australian Farmers media platform.</li></ul>
Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views	Surveys and consultation undertaken including communicating and coordinating stakeholder views
Seek legal advice on relevant implications of the EPBC Act.	Legal advice sought on the EPBC Act.

Act as a central repository of farm sector engagement in the statutory review process	Central repository facilities and resources established and made available.
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### Location Information

The Activity will be delivered from the following site location:

	Location Type	Name	Address
1.	Canberra	National Farmers' Federation Limited	14-16 Brisbane Avenue, Barton, ACT, 2600

### Service Area Information

The Activity will service the following service areas:

	Type	Service Area
1.	Australia wide	Australia wide

### C. Duration of the Activity

The Activity starts on the day following execution of this agreement.

The Activity (other than the provision of any final reports) ends on 15 May 2021, which is the Activity Completion Date.

The Agreement ends on 30 June 2021 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

### D. Payment of the Grant

The total amount of the Grant is \$150,000 (GST incl.)

GST is payable on the Grant.

Interest can be earned on the Grant and any interest earned by the Grantee on that money once the Grant has been paid to the Grantee is considered part of the Grant.

A break down by Financial Year is below:

Financial Year	Amount (GST inclusive)
2018-19	\$150,000

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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 Grantee's nominated bank account into which the Grant is to be paid is.

**s47G(1)(a)**

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Payment milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
First payment made on Execution of Agreement	15/June/2019	\$136,363.64	\$13,636.36	\$150,000
<b>Total Amount</b>		<b>\$136,363.64</b>	<b>\$13,636.36</b>	<b>\$150,000</b>

### Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

## E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

Reporting Milestone	Due Date
Performance Report 1 - A report with progress against the agreed Performance Indicators under Item B. Activity, as set out in Item E.1 for the period from execution to 1 June 2020	15/June/2020
Final report as set out in Item E.5	15/June/2021
Final Financial Report as per Item E.4	15/June/2021

### E.1 Performance Report

Performance Report on the Activity that outline the activities and the deliverables agreed to /detailed in Section B that have been completed to date for the reporting period required as per the Reporting Milestone table.

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A Financial Report will be required with each Performance Report and is to include a certification from an appropriate representative of the Grantee that funds were spent for the purpose provided and the report is to include (in a table format), at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.).

## **E.2 Activity Work Plan**

Not applicable

## **E.3 Annual Report**

None specified

## **E.4 Accounting for the Grant**

### **Final Financial Report**

The Final Financial Report must contain:

- Financial Acquittal (a statement accompanied by a reconciliation of the expenditure including, at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.), signed and certified but not audited).

## **E. 5 Other Reports**

### **Final Report**

The Final Report must contain:

- Performance Report on the Activity that outline the activities and the deliverables detailed in Section B that have been completed from the previous Performance Report to the end of the Activity.
- A description of the Activities overall achievements against the objectives, activities / deliverables and key performance indicators.
- A report of all Project Material and all Intellectual Property in Project Material created or arising during the period covered by the Report.
- A report of all Assets created or acquired during the period covered by the Report.
- A list of all media, communications and or extension materials produced and activities over the life of the program.
- A plain English summary with no more than two pages that can be extracted and used independently (e.g. to be uploaded to the department's website).

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## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	Warwick Ragg
Position	General Manager, Natural Resource Management
Postal/physical address	14-16 Brisbane Avenue, Barton, ACT, 2600
Business hours telephone	02 6269 5666
Mobile	s47F
Fax	
E-mail	

### Commonwealth representative and address - Grants administration

Name of representative	Community Grants Hub
Position	Service Delivery
Postal/physical address	
Business hours telephone	02 99425796
Mobile	
Fax	
E-mail	DAWRManage@communitygrants.gov.au

### Commonwealth representative and address - Policy specific contact

Name of representative	s22
Position	Director, Natural Resources Policy
Postal/physical address	18 Marcus Clarke St, [GPO Box 858], Canberra City ACT 2601
Business hours telephone	
Mobile	s22
E-mail	

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.

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## **G. Supplementary Terms**

### **G1. Other Contributions**

Not Applicable

### **G2. Activity budget**

Not Applicable

### **G3. Record keeping**

G3.1 The Grantee agrees to maintain the following records:

- (a) 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.

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

### **G4. Audit and acquittal**

G4.1 On the date specified in Section E., the Grantee agrees to provide:

- (a) financial statement(s) in relation to the income and expenses relating to the Grant [and any Other Contributions [G1.1] signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

### **G5. Activity Material**

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 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.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

### **G6. Access**

G6.1 If requested by the Commonwealth, the Grantee agrees to provide the Commonwealth, or any persons authorised in writing by the Commonwealth, with access to the Grantee's premises, personnel, documents and other records, and all assistance reasonably requested, to enable the Commonwealth or those persons to verify that the Grant was spent in accordance with this Agreement.

G6.2 The Commonwealth will reimburse the Grantee's substantiated reasonable costs for complying with a request under clause 6.1.

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## **G7. Equipment and Assets**

Not Applicable

## **G8. Relevant qualifications, skills or checks**

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have appropriate relevant skills or qualifications.

## **G8A. Child Safety**

Not Applicable

## **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:

- (a) All parties must comply with the relevant Commonwealth, state or territory Work Health and Safety legislation.

### **G9A. Fraud**

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

## **G10. Commonwealth Material, facilities and assistance**

Not Applicable

## **G11. Jurisdiction**

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

## **G12. Grantee trustee of a Trust**

Not Applicable



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## Signatures

Executed as an agreement:

### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources	
Name: (print) Position: (print) Signature and date:	..... ..... .....
Witness Name: (print) Signature and date:	..... .....

### Grantee:

Name of Company:	National Farmers' Federation Limited, ABN 77 097 140 166
Director's Name: (print) Signature and date:	..... .....
Director/Company Secretary Name: (print) Signature and date:	ANTHONY MAHAR..... .....

## 1. Undertaking the Activity

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

## 2. Acknowledgements

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

## 3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance or 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.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes are not variations for the purpose of clause 7.

## 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 is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth 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 Commonwealth 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 Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth 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 Commonwealth 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 Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

## 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 Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

## 13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, 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 Commonwealth with proof when requested.

## 16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, 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 Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth 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 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.

## 19. Cancellation for convenience

19.1 The Commonwealth 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 Commonwealth 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 Commonwealth 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 Commonwealth'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 Completion Date** means the date or event specified 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 and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property].
- **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.
- **Commonwealth** means the Commonwealth of Australia
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **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 Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **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 Commonwealth.
- **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 Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.



Australian Government  
Department of Agriculture  
and Water Resources

**Commonwealth Grant Agreement**  
between the Commonwealth represented by  
Department of Agriculture and Water  
Resources  
and  
National Farmers' Federation

Organisation Id:	s47G(1)(a)
Agreement Id:	
Schedule Id:	
Program:	<i>Natural Resources Trust Fund</i>

## Commonwealth Simple Grant Agreement

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## Grant to assist the National Farmers' Federation involvement in the EPBC Act review

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

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	National Farmers' Federation Limited
Legal entity type	Australian Public company, limited by guarantee
Grantee Organisation ID:	s47G(1)(a)
Trading or business name	National Farmers' Federation
Australian Company Number (ACN)	097 140 166
Australian Business Number (ABN)	77 097 140 166
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	01 July 2001
GST is applicable to this grant	Yes
Registered office (physical/postal)	NFF House 14-16 Brisbane Avenue, Barton, ACT 2600 Locked Bag 9, Kingston, Australia 2604
Telephone	(02) 6269 5666
Email	s47F

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Agriculture and Water Resources, 18 Marcus Clarke Street, Canberra, ACT, 2601, ABN 24 113 085 695.

### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth 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 each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) 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

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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.

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.

---

Organisation ID	s47G(1)(a)
Agreement ID:	
Schedule ID:	
Activity ID:	

---

## Grant to assist the National Farmers' Federation involvement in the EPBC Act review

### A. Purpose of the Grant

The purpose of the Grant is to provide limited funding to the National Farmers' Federation to allow them to effectively and comprehensively engage in the scheduled statutory review of the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act), which is to commence by October 2019. The work conducted by the Federation will ultimately benefit all Australian farmers in their dealings with the EPBC Act. The Federation will build on the work they have already carried out including their participation in an in-depth and detailed review of agriculture's interaction with the EPBC Act conducted by Dr Wendy Craik in 2018.

The Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Natural Resources Trust Fund program.

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**Activity Title:** Grant to assist the National Farmers' Federation involvement in the EPBC Act review

## B. Activity

The activities to be conducted by the National Farmers' Federation include:

- Increasing the awareness in the Australian farming community of the EPBC Act, its requirements and the process of the statutory reviews;
- Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views including state farm groups commodity councils and producer groups;
- Seek legal advice on relevant implications of the EPBC Act; and
- Act as a central repository of farm sector engagement in the statutory review process;

The Grantee will ensure that prior agreement is reached with the Department of Agriculture and Water Resources on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

### Performance Indicators

The Activity will be measured against the following Performance Indicators:

Performance Indicator Description	Measure
Increasing the awareness in the Australian farming community of the EPBC Act.	Awareness increased with information available for Australian farmers on the EPBC Act and its requirements. <ul style="list-style-type: none"><li>• Developed with the Department of the Environment and Energy;</li><li>• Circulation by Sustainable Development Committee members to their members and networks;</li><li>• NFF website;</li><li>• Australian Farmers media platform.</li></ul>
Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views	Surveys and consultation undertaken including communicating and coordinating stakeholder views
Seek legal advice on relevant implications of the EPBC Act.	Legal advice sought on the EPBC Act.

Act as a central repository of farm sector engagement in the statutory review process	Central repository facilities and resources established and made available.
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#### Location Information

The Activity will be delivered from the following site location:

	Location Type	Name	Address
1.	Canberra	National Farmers' Federation Limited	14-16 Brisbane Avenue, Barton, ACT, 2600

#### Service Area Information

The Activity will service the following service areas:

	Type	Service Area
1.	Australia wide	Australia wide

### C. Duration of the Activity

The Activity starts on the day following execution of this agreement.

The Activity (other than the provision of any final reports) ends on 15 May 2021, which is the Activity Completion Date.

The Agreement ends on 30 June 2021 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

### D. Payment of the Grant

The total amount of the Grant is \$150,000 (GST incl.)

GST is payable on the Grant.

Interest can be earned on the Grant and any interest earned by the Grantee on that money once the Grant has been paid to the Grantee is considered part of the Grant.

A break down by Financial Year is below:

Financial Year	Amount (GST inclusive)
2018-19	\$150,000

---

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 Grantee's nominated bank account into which the Grant is to be paid is.

**s47G(1)(a)**

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Payment milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
First payment made on Execution of Agreement	15/June/2019	\$136,363.64	\$13,636.36	\$150,000
<b>Total Amount</b>		<b>\$136,363.64</b>	<b>\$13,636.36</b>	<b>\$150,000</b>

#### **Invoicing**

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

#### **E. Reporting**

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

Reporting Milestone	Due Date
Performance Report 1 - A report with progress against the agreed Performance Indicators under Item B. Activity, as set out in Item E.1 for the period from execution to 1 June 2020	15/June/2020
Final report as set out in Item E.5	15/June/2021
Final Financial Report as per Item E.4	15/June/2021

#### **E.1 Performance Report**

Performance Report on the Activity that outline the activities and the deliverables agreed to /detailed in Section B that have been completed to date for the reporting period required as per the Reporting Milestone table.

---

A Financial Report will be required with each Performance Report and is to include a certification from an appropriate representative of the Grantee that funds were spent for the purpose provided and the report is to include (in a table format), at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.).

## **E.2 Activity Work Plan**

Not applicable

## **E.3 Annual Report**

None specified

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## **E.4 Accounting for the Grant**

### **Final Financial Report**

The Final Financial Report must contain:

- Financial Acquittal (a statement accompanied by a reconciliation of the expenditure including, at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.), signed and certified but not audited).

## **E. 5 Other Reports**

### **Final Report**

The Final Report must contain:

- Performance Report on the Activity that outline the activities and the deliverables detailed in Section B that have been completed from the previous Performance Report to the end of the Activity.
- A description of the Activities overall achievements against the objectives, activities / deliverables and key performance indicators.
- A report of all Project Material and all Intellectual Property in Project Material created or arising during the period covered by the Report.
- A report of all Assets created or acquired during the period covered by the Report.
- A list of all media, communications and or extension materials produced and activities over the life of the program.
- A plain English summary with no more than two pages that can be extracted and used independently (e.g. to be uploaded to the department's website).

---

## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	Warwick Ragg
Position	General Manager, Natural Resource Management
Postal/physical address	14-16 Brisbane Avenue, Barton, ACT, 2600
Business hours telephone	02 6269 5666
Mobile	s47F
Fax	s47F
E-mail	s47F

### Commonwealth representative and address – Grants administration

Name of representative	Community Grants Hub
Position	Service Delivery
Postal/physical address	
Business hours telephone	02 99425796
Mobile	
Fax	
E-mail	DAWRManage@communitygrants.gov.au

### Commonwealth representative and address – Policy specific contact

Name of representative	s22
Position	Director, Natural Resources Policy
Postal/physical address	18 Marcus Clarke St, [GPO Box 858], Canberra City ACT 2601
Business hours telephone	
Mobile	s22
E-mail	

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. Other Contributions**

Not Applicable

### **G2. Activity budget**

Not Applicable

### **G3. Record keeping**

G3.1 The Grantee agrees to maintain the following records:

- (a) 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.

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

### **G4. Audit and acquittal**

G4.1 On the date specified in Section E., the Grantee agrees to provide:

- (a) financial statement(s) in relation to the income and expenses relating to the Grant [and any Other Contributions [G1.1] signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

### **G5. Activity Material**

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 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.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

### **G6. Access**

G6.1 If requested by the Commonwealth, the Grantee agrees to provide the Commonwealth, or any persons authorised in writing by the Commonwealth, with access to the Grantee's premises, personnel, documents and other records, and all assistance reasonably requested, to enable the Commonwealth or those persons to verify that the Grant was spent in accordance with this Agreement.

G6.2 The Commonwealth will reimburse the Grantee's substantiated reasonable costs for complying with a request under clause 6.1.

---

## **G7. Equipment and Assets**

Not Applicable

## **G8. Relevant qualifications, skills or checks**

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have appropriate relevant skills or qualifications.

## **G8A. Child Safety**

Not Applicable

## **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:

- (a) All parties must comply with the relevant Commonwealth, state or territory Work Health and Safety legislation.

### **G9A. Fraud**

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

## **G10. Commonwealth Material, facilities and assistance**

Not Applicable

## **G11. Jurisdiction**

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

## **G12. Grantee trustee of a Trust**

Not Applicable

## Signatures

Executed as an agreement:

### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources	
Name: (print)	.....
Position: (print)	.....
Signature and date:	.....
Witness Name: (print)	.....
Signature and date:	.....

### Grantee:

Name of Company:	National Farmers' Federation Limited, ABN 77 097 140 166
Director's Name: (print)	.....
Signature and date:	<i>Anthony Mahar</i> <i>Anthony Mahar CEO 17-5-19</i>
Director/Company Secretary Name: (print)	ANTHONY MAHAR
Signature and date:	.....



## 1. Undertaking the Activity

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

## 2. Acknowledgements

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

## 3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance or 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.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes are not variations for the purpose of clause 7.

## 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 is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth 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 Commonwealth 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 Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth 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 Commonwealth 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 Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

## 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 Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

## 13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, 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 Commonwealth with proof when requested.

## 16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, 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 Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth 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 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.

## 19. Cancellation for convenience

19.1 The Commonwealth 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 Commonwealth 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 Commonwealth 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 Commonwealth'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 Completion Date** means the date or event specified 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 and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property].
- **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.
- **Commonwealth** means the Commonwealth of Australia
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **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 Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **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 Commonwealth.
- **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 Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.



s22

---

**From:** s22  
**Sent:** Wednesday, 15 May 2019 11:48 AM  
**To:** s22  
**Cc:**  
**Subject:** RE: Grant Agreement DAWR NFF Final [SEC=UNCLASSIFIED]

s22  
Looks good to me.  
Go for it.

Regards

s22

---

**From:** s22  
**Sent:** Tuesday, 14 May 2019 3:32 PM

s22

**Subject:** Grant Agreement DAWR NFF Final [SEC=UNCLASSIFIED]

Hi s22

Attached is the NFF funding agreement for your clearance please.

Thanks  
s22

s22

**From:** Warwick Ragg s47F  
**Sent:** Friday, 17 May 2019 4:59 PM  
**To:** s22  
**Subject:** RE: Commonwealth Grant Agreement - NFF [SEC=UNCLASSIFIED]

Thanks s22

Warwick Ragg | General Manager NRM | National Farmers' Federation  
T 02 6269 5666 | s47F [www.nff.org.au](http://www.nff.org.au) | [@NationalFarmers](https://twitter.com/NationalFarmers)



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---

**From:** s22  
**Sent:** Friday, 17 May 2019 4:29 PM  
**To:** Warwick Ragg s47F  
**Cc:** s22 Heidi Reid s47F s22  
**Subject:** RE: Commonwealth Grant Agreement - NFF [SEC=UNCLASSIFIED]

Hi Warwick

Please see attached the executed agreement.

Thanks  
s22

---

**From:** Warwick Ragg s47F  
**Sent:** Friday, 17 May 2019 1:26 PM  
**To:** s22 Heidi Reid s47F  
**Subject:** Commonwealth Grant Agreement - NFF [SEC=UNCLASSIFIED]

Warwick Ragg | General Manager NRM | National Farmers' Federation  
T 02 6269 5666 | s47F [www.nff.org.au](http://www.nff.org.au) | [@NationalFarmers](https://twitter.com/NationalFarmers)



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<http://www.mailguard.com.au/mg>

s22

**From:** s22  
**Sent:** Monday, 20 May 2019 10:34 AM  
**To:** DAWR Account Manager  
**Cc:** DAWR.manage; s22  
**Subject:** 20-05-19 - Grant to assist the National Farmers' Federation involvement in the EPBC Act review - National Farmers' Federation Limited [SEC=UNCLASSIFIED]  
**Attachments:** MS18-002175 MO signed and decision on proposlas.pdf; Att F NRM Special Acct. grant guidelines.docx; National Farmers Federation - Executed Agreement - 17\_05\_19.pdf

Good Morning,

Please find attached relevant details for the grant "*Grant to assist the National Farmers' Federation involvement in the EPBC Act review*" for action in GPS.

This grant is funded from program '1.2 Sustainable Management – Natural Resources – 'Natural Resources Management Account – Special Account' – Natural Resources Trust Fund - **ID 4-3FPQMN7**'

**Cost centre:** A443036

This grant agreement was **executed on 17/05/2019** and will need to be reported on GrantConnect by **07/06/19**.

Consistent with advice from the caretaker team, being that the funding for this grant has been approved prior to caretaker, the onus is with the policy area to consider whether executing the agreement is appropriate during the caretaker period. The policy area has not identified any sensitivities which would prevent execution of this grant during caretaker period.

Could you **please provide the Activity ID/Schedule ID/Agreement ID** to [Grantenquiries@agriculture.gov.au](mailto:Grantenquiries@agriculture.gov.au) and s22 for this grant once established.

Please contact me with any issues in relation to this request.

Kind Regards,

s22



Australian Government  
Department of Agriculture  
and Water Resources

**Commonwealth Grant Agreement**  
between the Commonwealth represented by  
Department of Agriculture and Water  
Resources  
and  
National Farmers' Federation

Organisation Id:	s47G(1)(a)
Agreement Id:	
Schedule Id:	
Program:	<i>Natural Resources Trust Fund</i>



**Commonwealth Simple Grant Agreement**

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## Grant to assist the National Farmers' Federation involvement in the EPBC Act review

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

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	National Farmers' Federation Limited
Legal entity type	Australian Public company, limited by guarantee
Grantee Organisation ID:	s47G(1)(a)
Trading or business name	National Farmers' Federation
Australian Company Number (ACN)	097 140 166
Australian Business Number (ABN)	77 097 140 166
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	01 July 2001
GST is applicable to this grant	Yes
Registered office (physical/postal)	NFF House 14-16 Brisbane Avenue, Barton, ACT 2600 Locked Bag 9, Kingston, Australia 2604
Telephone	(02) 6269 5666
Email	s47F

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Agriculture and Water Resources, 18 Marcus Clarke Street, Canberra, ACT, 2601, ABN 24 113 085 695.

#### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth 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 each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

#### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) 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

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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.

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.

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Organisation ID:	s47G(1)(a)
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Agreement ID:
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Schedule ID:
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Activity ID:
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## **Grant to assist the National Farmers' Federation involvement in the EPBC Act review**

### **A. Purpose of the Grant**

The purpose of the Grant is to provide limited funding to the National Farmers' Federation to allow them to effectively and comprehensively engage in the scheduled statutory review of the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act), which is to commence by October 2019. The work conducted by the Federation will ultimately benefit all Australian farmers in their dealings with the EPBC Act. The Federation will build on the work they have already carried out including their participation in an in-depth and detailed review of agriculture's interaction with the EPBC Act conducted by Dr Wendy Craik in 2018.

The Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Natural Resources Trust Fund program.

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**Activity Title:** Grant to assist the National Farmers' Federation involvement in the EPBC Act review

## B. Activity

The activities to be conducted by the National Farmers' Federation include:

- Increasing the awareness in the Australian farming community of the EPBC Act, its requirements and the process of the statutory reviews;
- Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views including state farm groups commodity councils and producer groups;
- Seek legal advice on relevant implications of the EPBC Act; and
- Act as a central repository of farm sector engagement in the statutory review process;

The Grantee will ensure that prior agreement is reached with the Department of Agriculture and Water Resources on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

### Performance Indicators

The Activity will be measured against the following Performance Indicators:

Performance Indicator Description	Measure
Increasing the awareness in the Australian farming community of the EPBC Act.	Awareness increased with information available for Australian farmers on the EPBC Act and its requirements. <ul style="list-style-type: none"><li>• Developed with the Department of the Environment and Energy;</li><li>• Circulation by Sustainable Development Committee members to their members and networks;</li><li>• NFF website;</li><li>• Australian Farmers media platform.</li></ul>
Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views	Surveys and consultation undertaken including communicating and coordinating stakeholder views
Seek legal advice on relevant implications of the EPBC Act.	Legal advice sought on the EPBC Act.

Act as a central repository of farm sector engagement in the statutory review process	Central repository facilities and resources established and made available.
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#### Location Information

The Activity will be delivered from the following site location:

	Location Type	Name	Address
1.	Canberra	National Farmers' Federation Limited	14-16 Brisbane Avenue, Barton, ACT, 2600

#### Service Area Information

The Activity will service the following service areas:

	Type	Service Area
1.	Australia wide	Australia wide

#### C. Duration of the Activity

The Activity starts on the day following execution of this agreement.

The Activity (other than the provision of any final reports) ends on 15 May 2021, which is the Activity Completion Date.

The Agreement ends on 30 June 2021 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

#### D. Payment of the Grant

The total amount of the Grant is \$150,000 (GST incl.)

GST is payable on the Grant.

Interest can be earned on the Grant and any interest earned by the Grantee on that money once the Grant has been paid to the Grantee is considered part of the Grant.

A break down by Financial Year is below:

Financial Year	Amount (GST inclusive)
2018-19	\$150,000

---

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 Grantee's nominated bank account into which the Grant is to be paid is.

**s47G(1)(a)**

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Payment milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
First payment made on Execution of Agreement	15/June/2019	\$136,363.64	\$13,636.36	\$150,000
<b>Total Amount</b>		<b>\$136,363.64</b>	<b>\$13,636.36</b>	<b>\$150,000</b>

#### Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

#### E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

Reporting Milestone	Due Date
Performance Report 1 - A report with progress against the agreed Performance Indicators under Item B. Activity, as set out in Item E.1 for the period from execution to 1 June 2020	15/June/2020
Final report as set out in Item E.5	15/June/2021
Final Financial Report as per Item E.4	15/June/2021

#### E.1 Performance Report

Performance Report on the Activity that outline the activities and the deliverables agreed to /detailed in Section B that have been completed to date for the reporting period required as per the Reporting Milestone table.

---

A Financial Report will be required with each Performance Report and is to include a certification from an appropriate representative of the Grantee that funds were spent for the purpose provided and the report is to include (in a table format), at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.).

## **E.2 Activity Work Plan**

Not applicable

## **E.3 Annual Report**

None specified

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## **E.4 Accounting for the Grant**

### **Final Financial Report**

The Final Financial Report must contain:

- Financial Acquittal (a statement accompanied by a reconciliation of the expenditure including, at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.), signed and certified but not audited).

## **E. 5 Other Reports**

### **Final Report**

The Final Report must contain:

- Performance Report on the Activity that outline the activities and the deliverables detailed in Section B that have been completed from the previous Performance Report to the end of the Activity.
- A description of the Activities overall achievements against the objectives, activities / deliverables and key performance indicators.
- A report of all Project Material and all Intellectual Property in Project Material created or arising during the period covered by the Report.
- A report of all Assets created or acquired during the period covered by the Report.
- A list of all media, communications and or extension materials produced and activities over the life of the program.
- A plain English summary with no more than two pages that can be extracted and used independently (e.g. to be uploaded to the department's website).



---

## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	Warwick Ragg
Position	General Manager, Natural Resource Management
Postal/physical address	14-16 Brisbane Avenue, Barton, ACT, 2600
Business hours telephone	02 6269 5666
Mobile	s47F
Fax	
E-mail	s47F

### Commonwealth representative and address - Grants administration

Name of representative	Community Grants Hub
Position	Service Delivery
Postal/physical address	
Business hours telephone	02 99425796
Mobile	
Fax	
E-mail	DAWRManage@communitygrants.gov.au

### Commonwealth representative and address - Policy specific contact

Name of representative	s22
Position	Director, Natural Resources Policy
Postal/physical address	18 Marcus Clarke St, [GPO Box 858], Canberra City ACT 2601
Business hours telephone	
Mobile	s22
E-mail	

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.

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## **G. Supplementary Terms**

### **G1. Other Contributions**

Not Applicable

### **G2. Activity budget**

Not Applicable

### **G3. Record keeping**

G3.1 The Grantee agrees to maintain the following records:

- (a) 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.

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

### **G4. Audit and acquittal**

G4.1 On the date specified in Section E., the Grantee agrees to provide:

- (a) financial statement(s) in relation to the income and expenses relating to the Grant [and any Other Contributions [G1.1] signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

### **G5. Activity Material**

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 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.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

### **G6. Access**

G6.1 If requested by the Commonwealth, the Grantee agrees to provide the Commonwealth, or any persons authorised in writing by the Commonwealth, with access to the Grantee's premises, personnel, documents and other records, and all assistance reasonably requested, to enable the Commonwealth or those persons to verify that the Grant was spent in accordance with this Agreement.

G.6.2 The Commonwealth will reimburse the Grantee's substantiated reasonable costs for complying with a request under clause 6.1.

---

**G7. Equipment and Assets**

Not Applicable

**G8. Relevant qualifications, skills or checks**

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have appropriate relevant skills or qualifications.

**G8A. Child Safety**

Not Applicable

**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:

- (a) All parties must comply with the relevant Commonwealth, state or territory Work Health and Safety legislation.

**G9A. Fraud**

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

**G10. Commonwealth Material, facilities and assistance**

Not Applicable

**G11. Jurisdiction**

G11.1 This Agreement is governed by the law of the Australian Capital Territory.


**G12. Grantee trustee of a Trust**

Not Applicable

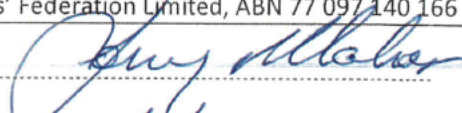
## Signatures

Executed as an agreement:

### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources	
Name: (print)	Tim Fisher
Position: (print)	Assistant Secretary
Signature and date:	 17-5-19
Witness Name: (print)	s22
Signature and date:	

### Grantee:

Name of Company:	National Farmers' Federation Limited, ABN 77 097 140 166
Director's Name: (print)	
Signature and date:	 Anthony Mahar CEO 17-5-19
Director/Company Secretary Name: (print)	ANTHONY MAHAR
Signature and date:	

## 1. Undertaking the Activity

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

## 2. Acknowledgements

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

## 3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance or 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.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes are not variations for the purpose of clause 7.

## 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 is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth 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 Commonwealth 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 Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth 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 Commonwealth 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 Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

## 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 Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

## 13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, 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 Commonwealth with proof when requested.

## 16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, 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 Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth 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 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

# Commonwealth General Grant Conditions

# Schedule 1

of external administration.

## 19. Cancellation for convenience

19.1 The Commonwealth 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 Commonwealth 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 Commonwealth 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 Commonwealth'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 Completion Date** means the date or event specified 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 and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property].
- **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.
- **Commonwealth** means the Commonwealth of Australia

as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **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 Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **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 Commonwealth.
- **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 Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.



s22

---

**From:** s22  
**Sent:** Wednesday, 12 June 2019 12:39 PM  
**To:** 'Warwick Ragg'  
**Cc:** s22  
**Subject:** NFF agreement EPBC Act [SEC=UNCLASSIFIED]  
**Attachments:** NFF executed agreement.pdf

**Importance:** High

Hi Warwick

Can you print and provide a second signature with date and scan back to me ASAP please.

I have been informed that NFF need to provide two signatures for the agreement to take effect. This is because NFF is a limited company and on this basis they would need two signatures to sign in accordance with the Corporations Act.

Thanks

s22

Policy and Technical Officer  
Natural Resources | Rural Policy and Farm Performance Division

s22

*Please note I work from home*

Department of Agriculture  
18 Marcus Clarke Street, Canberra ACT 2601 Australia  
GPO Box 858 Canberra ACT 2601 Australia



s22

**From:** Warwick Ragg s47F  
**Sent:** Monday, 17 June 2019 1:05 PM  
**To:** s22  
**Cc:** s22  
**Subject:** FW: Grant Agreement DAWR NFF [SEC=UNCLASSIFIED]  
**Attachments:** Grant Agreement DAWR NFF.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi s22

Now fully signed

Warwick Ragg | General Manager NRM | National Farmers' Federation  
T 02 6269 5666 | s47F | [www.nff.org.au](http://www.nff.org.au) | [@NationalFarmers](https://twitter.com/NationalFarmers)



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**From:** s22  
**Sent:** Monday, 17 June 2019 12:57 PM  
**To:** Warwick Ragg s47F  
**Subject:** Grant Agreement DAWR NFF

Hi Warwick

As requested

s22

Message protected by MailGuard: e-mail anti-virus, anti-spam and content filtering.  
<http://www.mailguard.com.au/mg>

[Report this message as spam](#)

s22

**From:** Grant enquiries  
**Sent:** Wednesday, 19 June 2019 8:34 AM  
**To:** s22  
**Subject:** FW: URGENT only one signature (CEO) on behalf of a company - 2019-3279 Grant to assist the National Farmers' Federation involvement in the EPBC Act review - National Farmers' Federation Limited [SEC=UNCLASSIFIED]  
**Attachments:** FAQ - Parties to a grant agreement (legal entities) Grant.docx

Hi s22

Looks like the Hub are now progressing with this one...

s22 had suspected that the one signature may be enough but being that no one in our team has the legal knowledge to comment without a shadow of a doubt, there was not much opportunity for recourse without specific advice from the department's legal team.

Apologies for the run around.

Kind Regards,

s22

---

**From:** s22  
**Sent:** Tuesday, 18 June 2019 11:17 AM  
**To:** Grant enquiries <Grantenquiries@agriculture.gov.au>  
**Cc:** s22  
**Subject:** FW: URGENT only one signature (CEO) on behalf of a company - 2019-3279 Grant to assist the National Farmers' Federation involvement in the EPBC Act review - National Farmers' Federation Limited [SEC=UNCLASSIFIED]

Hi s22

As at today I have not received an update to the status of this query as to one person, the CEO, Anthony Mahar signed the grant agreement for National Farmers' Federation Limited on behalf of a company.

If you have any questions please don't hesitate to contact me.

Kind regards

s22

**Departmental Officer**

**Community Grants Hub**

Commonwealth Home Support Program Transitions Centre of Expertise and

Department of Agriculture Performance Team

**South Australian Office**

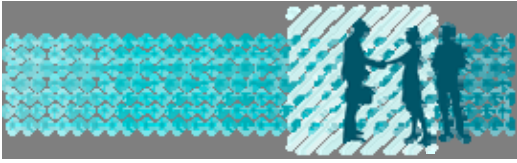
**P:** s22

**E:** CHSP enquiries [CHSPtransitions@communitygrants.gov.au](mailto:CHSPtransitions@communitygrants.gov.au)

Department of Agriculture enquiries [DAWR.manage@communitygrants.gov.au](mailto:DAWR.manage@communitygrants.gov.au)

[communitygrants.gov.au](http://communitygrants.gov.au)

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.



---

**From:** DAWR Account Manager <[DAWRAccountManager@dss.gov.au](mailto:DAWRAccountManager@dss.gov.au)>  
**Sent:** Tuesday, 11 June 2019 3:44 PM  
**To:** Grant Enquiries (Agriculture) <[Grantenquiries@agriculture.gov.au](mailto:Grantenquiries@agriculture.gov.au)>  
**Cc:** s22 DAWR Account Manager <[DAWRAccountManager@dss.gov.au](mailto:DAWRAccountManager@dss.gov.au)>  
**Subject:** FW: URGENT Missing signature and dates 2019-3279 Grant to assist the National Farmers' Federation involvement in the EPBC Act review - National Farmers' Federation Limited [SEC=UNCLASSIFIED]

Hi s22

Just in case you missed the below email.

Please see below.

Could you please address with the relevant policy area .

Many thanks.

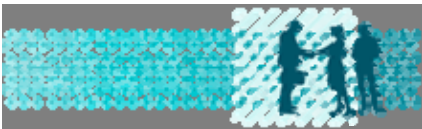
Kind regards

---

s22  
**Client Manager (ag)**  
Client Engagement and Design  
**Community Grants Hub**  
s22

[communitygrants.gov.au](http://communitygrants.gov.au)

We acknowledge the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.



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**From:** DAWR.manage <[DAWR.manage@communitygrants.gov.au](mailto:DAWR.manage@communitygrants.gov.au)>  
**Sent:** Tuesday, 11 June 2019 3:40 PM  
**To:** EOFYEstabsteam <[EOFYEstabsteam@dss.gov.au](mailto:EOFYEstabsteam@dss.gov.au)>  
**Cc:** Grant Enquiries (Agriculture) <[Grantenquiries@agriculture.gov.au](mailto:Grantenquiries@agriculture.gov.au)>; DAWR Account Manager <[DAWRAccountManager@dss.gov.au](mailto:DAWRAccountManager@dss.gov.au)>; s22  
; Agreement Population <[agreementpopulation@dss.gov.au](mailto:agreementpopulation@dss.gov.au)>;

s22  
**Subject:** RE: URGENT Missing signature and dates 2019-3279 Grant to assist the National Farmers' Federation involvement in the EPBC Act review - National Farmers' Federation Limited [SEC=UNCLASSIFIED]

Hi s22

NFF is a limited company. On this basis they would need 2 to sign in accordance with the Corporations Act.

If you have any questions please don't hesitate to contact me.

Kind regards

s22

**Departmental Officer**

**Community Grants Hub**

Commonwealth Home Support Program Transitions Centre of Expertise and

Department of Agriculture Performance Team

**South Australian Office**

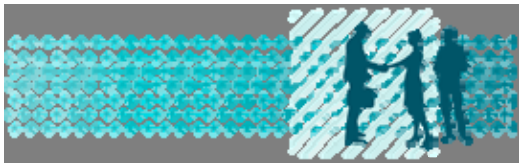
**P:** s22

**E:** CHSP enquiries [CHSPtransitions@communitygrants.gov.au](mailto:CHSPtransitions@communitygrants.gov.au)

Department of Agriculture enquiries [DAWR.manage@communitygrants.gov.au](mailto:DAWR.manage@communitygrants.gov.au)

**communitygrants.gov.au**

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.



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**From:** EOFYEstabsteam <[EOFYEstabsteam@dss.gov.au](mailto:EOFYEstabsteam@dss.gov.au)>

**Sent:** Tuesday, 11 June 2019 1:07 PM

**To:** DAWR.manage <[DAWR.manage@communitygrants.gov.au](mailto:DAWR.manage@communitygrants.gov.au)>; EOFYEstabsteam <[EOFYEstabsteam@dss.gov.au](mailto:EOFYEstabsteam@dss.gov.au)>

**Cc:** Grant Enquiries (Agriculture) <[Grantenquiries@agriculture.gov.au](mailto:Grantenquiries@agriculture.gov.au)>; DAWR Account Manager <[DAWRAccountManager@dss.gov.au](mailto:DAWRAccountManager@dss.gov.au)>; s22

Agreement Population <[agreementpopulation@dss.gov.au](mailto:agreementpopulation@dss.gov.au)>;

s22

**Subject:** RE: URGENT Missing signature and dates 2019-3279 Grant to assist the National Farmers' Federation involvement in the EPBC Act review - National Farmers' Federation Limited [SEC=UNCLASSIFIED]

Hi s22

I will leave this with you to follow up.

Thanks

s22

---

**From:** s22

**Sent:** Tuesday, 11 June 2019 11:21 AM

**To:** EOFYEstabsteam <[EOFYEstabsteam@dss.gov.au](mailto:EOFYEstabsteam@dss.gov.au)>

**Cc:** Grant Enquiries (Agriculture) <[Grantenquiries@agriculture.gov.au](mailto:Grantenquiries@agriculture.gov.au)>; DAWR Account Manager <[DAWRAccountManager@dss.gov.au](mailto:DAWRAccountManager@dss.gov.au)>; s22

Agreement Population <[agreementpopulation@dss.gov.au](mailto:agreementpopulation@dss.gov.au)>;

s22

**Subject:** FW: URGENT Missing signature and dates 2019-3279 Grant to assist the National Farmers' Federation involvement in the EPBC Act review - National Farmers' Federation Limited [SEC=UNCLASSIFIED]

Good morning

s22 has returned the attached agreement where she has entered the correct date that she signed the agreement, however, I have also noticed the agreement has the Grantee Signature and Date missing for the Director/Company Secretary.

Are you able to follow-up both of this matter

If you have any questions please don't hesitate to contact me.

Kind regards

s22

**Departmental Officer**

**Community Grants Hub**

Commonwealth Home Support Program Transitions Centre of Expertise and  
Department of Agriculture Performance Team

**South Australian Office**

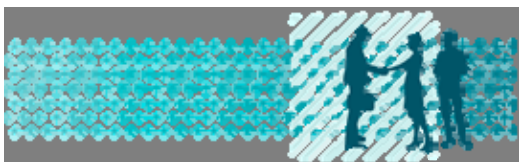
**P:** s22

**E:** CHSP enquiries [CHSPtransitions@communitygrants.gov.au](mailto:CHSPtransitions@communitygrants.gov.au)

Department of Agriculture enquiries [DAWR.manage@communitygrants.gov.au](mailto:DAWR.manage@communitygrants.gov.au)

**[communitygrants.gov.au](http://communitygrants.gov.au)**

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.



---

**From:** s22

**Sent:** Tuesday, 11 June 2019 10:28 AM

**To:** DAWR.manage <[DAWR.manage@communitygrants.gov.au](mailto:DAWR.manage@communitygrants.gov.au)>

**Cc:** Grant Enquiries (Agriculture) <[Grantenquiries@agriculture.gov.au](mailto:Grantenquiries@agriculture.gov.au)>

**Subject:** RE: URGENT Missing signature and dates 2019-3279 Grant to assist the National Farmers' Federation involvement in the EPBC Act review - National Farmers' Federation Limited [SEC=UNCLASSIFIED]

Hi s22

I have put the correct date that I signed the agreement and have attached it, apologies for the inconvenience.

I am not sure who Anthony Mahar is so I am unable to follow up on that part.

Thanks,

s22

Executive Assistant to  
Tim Fisher | Farm Performance Branch

Rural Policy and Farm Performance Division

Phone s22

Department of Agriculture  
18 Marcus Clarke Street CANBERRA ACT 2601 AUSTRALIA  
GPO Box 858 CANBERRA ACT 2601 AUSTRALIA

---

**From:** DAWR.manage [<mailto:DAWR.manage@communitygrants.gov.au>]

**Sent:** Friday, 7 June 2019 5:44 PM


**To:** s22

**Cc:** Grant enquiries

**Subject:** RE: URGENT Missing signature and dates 2019-3279 Grant to assist the National Farmers' Federation involvement in the EPBC Act review - National Farmers' Federation Limited [SEC=UNCLASSIFIED]

Hi s22

I have attached the executed agreement which I now note also has the signature missing and date for Anthony Mahar (see below) along with your date as witness. Are you able to follow-up both of these matters.

Director/Company Secretary Name: (print) Signature and date:	
---	---

If you have any questions please don't hesitate to contact me.

Kind regards

s22

**Departmental Officer**

**Community Grants Hub**

Commonwealth Home Support Program Transitions Centre of Expertise and  
Department of Agriculture Performance Team

**South Australian Office**

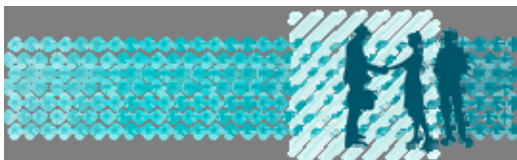
**P:** s22

**E:** CHSP enquiries [CHSPtransitions@communitygrants.gov.au](mailto:CHSPtransitions@communitygrants.gov.au)

Department of Agriculture enquiries [DAWR.manage@communitygrants.gov.au](mailto:DAWR.manage@communitygrants.gov.au)

[communitygrants.gov.au](http://communitygrants.gov.au)

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.



---

**From:** s22

**Sent:** Friday, 7 June 2019 3:47 PM

**To:** s22

**Subject:** RE: URGENT 2019-3279 Grant to assist the National Farmers' Federation involvement in the EPBC Act review - National Farmers' Federation Limited [SEC=UNCLASSIFIED]

Hi s22

Can you please send through the document? I can't see it attached to the email.

Thanks

s22

s22

Executive Assistant to  
Tim Fisher | Farm Performance Branch  
Rural Policy and Farm Performance Division

Phone s22

Department of Agriculture  
18 Marcus Clarke Street CANBERRA ACT 2601 AUSTRALIA  
GPO Box 858 CANBERRA ACT 2601 AUSTRALIA

---

From: s22

Sent: Friday, 7 June 2019 4:00 PM

To: EOFYEstabsteam <[EOFYEstabsteam@dss.gov.au](mailto:EOFYEstabsteam@dss.gov.au)>

Cc: DAWR Account Manager <[DAWRAccountManager@dss.gov.au](mailto:DAWRAccountManager@dss.gov.au)>; s22

; Agreement  
Population <[agreementpopulation@dss.gov.au](mailto:agreementpopulation@dss.gov.au)>; s22

Subject: RE: URGENT 2019-3279 Grant to assist the National Farmers' Federation involvement in the EPBC Act review - National Farmers' Federation Limited [SEC=UNCLASSIFIED]

Good afternoon

It appears the signatory witness s22 has not written the date the signature was witnessed. Are you able to follow up please

If you have any questions please don't hesitate to contact me.

Kind regards

s22

Departmental Officer  
Community Grants Hub  
Commonwealth Home Support Program Transitions Centre of Expertise and  
Department of Agriculture Performance Team

South Australian Office

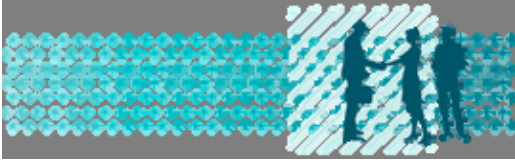
P: s22

E: CHSP enquiries [CHSPtransitions@communitygrants.gov.au](mailto:CHSPtransitions@communitygrants.gov.au)

Department of Agriculture enquiries [DAWR.manage@communitygrants.gov.au](mailto:DAWR.manage@communitygrants.gov.au)

[communitygrants.gov.au](http://communitygrants.gov.au)

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**From:** EOFYEstabsteam <[EOFYEstabsteam@dss.gov.au](mailto:EOFYEstabsteam@dss.gov.au)>  
**Sent:** Friday, 7 June 2019 11:16 AM  
**To:** DAWR.manage <[DAWR.manage@communitygrants.gov.au](mailto:DAWR.manage@communitygrants.gov.au)>; EOFYEstabsteam <[EOFYEstabsteam@dss.gov.au](mailto:EOFYEstabsteam@dss.gov.au)>  
**Cc:** DAWR Account Manager <[DAWRAccountManager@dss.gov.au](mailto:DAWRAccountManager@dss.gov.au)>; s22 [redacted]; Agreement Population <[agreementpopulation@dss.gov.au](mailto:agreementpopulation@dss.gov.au)>  
**Subject:** FW: 2019-3279 Grant to assist the National Farmers' Federation involvement in the EPBC Act review - National Farmers' Federation Limited [SEC=UNCLASSIFIED]

Good morning Team

The End of Financial Year Establishment Team have completed processing for the **2019-3279 Grant to assist the National Farmers' Federation involvement in the EPBC Act review - National Farmers' Federation Limited** program.

This round consists of one newly created DAWR Low Risk agreement.

**Please note:**

- This is an ad hoc round and the executed agreement can be found as an attachment on the Program Schedule Level – File Management Tab
- These agreements contain a payment which is due to be released on execution of this activity

**Please find the associated ID's below:**

- Agreement ID: s22 [redacted]
- Schedule ID: s22 [redacted]
- Activity ID: s22 [redacted]

This is due to be reported on GrantConnect today **07/06/19**.

The cost centre has been changed from A243715 to A443036 (see attached email confirming).

Should you have any questions or concerns, please contact [agreementpopulation@dss.gov.au](mailto:agreementpopulation@dss.gov.au) and cc: [EOFYEstabsteam@dss.gov.au](mailto:EOFYEstabsteam@dss.gov.au).

Kind regards

s22 [redacted]

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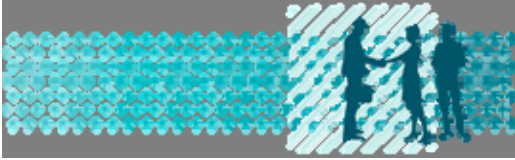
s22 [redacted]

**Project Manager**  
**Community Grants Hub**  
Client Engagement and Design  
**Client Operations Branch**



[communitygrants.gov.au](http://communitygrants.gov.au)

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.



I have completed  CORE

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# FAQ – Parties to a grant agreement (Legal Entities)

The material included in this FAQ is provided to departmental clients for information and is intended to provide a summary of the legal issues and general overview of the matter.

For further assistance with grant related matters: contact Programme Help on 1800 020 283 or e-mail [program.help@dss.gov.au](mailto:program.help@dss.gov.au).

## Who can the Department enter into a grant agreement with?

The Department can only enter into a legally enforceable grant agreement if the other party is a *legal entity*.

## What is a legal entity?

A legal entity has the capacity to enter into grant agreements, assume obligations, incur and pay debts, sue and be sued in its own right, and is generally held to be responsible for its actions, for example a company or an incorporated association.

## What happens if the Department enters into a grant agreement with a party that is not a legal entity?

Any grant agreement with a non-legal entity may not be binding or enforceable meaning that the Department may not be able to take any legal action to ensure compliance with the grant agreement. Non-legal entities include unincorporated associations and partnerships. Therefore it is essential for the business area to ascertain whether the organisation that it proposes to enter into a contract with is a legal entity.

## Can the Department enter into a grant agreement as “the Australian Government”?

No. The phrase “the Australian Government” is a brand and the legal entity is the “Commonwealth of Australia”. The Department enters into grant agreements as a representative of the Commonwealth of Australia. This is properly set out in the description of the Department and the Departmental signature block in the precedent Commonwealth grant agreements that the Department uses. This should be left as it appears in those documents.

## Does the Department enter into a grant agreement on behalf of the Commonwealth?

Yes. Grant agreements are entered into by the Department on behalf of the Commonwealth, expressed as the “Commonwealth as *represented by* the Department of Social Services”.

## Can the Department enter into a grant agreement with:

- **Other Commonwealth Government Departments?** No. Commonwealth Government Departments have no separate legal identity to the Commonwealth and so cannot enter into legally binding agreements in their capacity as a Department. If an inter-agency arrangement needs to be set out in writing, the agencies may decide to enter into a Memorandum of Understanding (MOU) (see [FAQ – Memoranda of Understanding](#))
- **A Company?** Yes ([See Tips – Entering into grant agreements with a Company](#))
- **A Foreign Entity?** Yes. However, this will usually raise significant legal issues. If you are considering entering into a grant agreement with a foreign entity, contact DSS Legal
- **An Incorporated Association?** Yes ([See Tips – Entering into a grant agreement with an Incorporated Association](#))
- **An Individual/Sole Trader?** Yes. However the Department would need to be certain that the issues that arise in entering into grant agreements with individuals are properly dealt with (see [FAQ – Entering into grant agreements with Individuals/Sole Traders](#))
- **A Partnership?** No. However, the Department can enter into grant agreements with the individual partners to a partnership but not the partnership itself as a partnership is not a legal entity ([See Tips – Entering into a grant agreement with a Partnership](#))
- **State or Territory Government?** Yes. This would be the preferred legal approach if funding a State or Territory Government. There may, however, be occasions where it is appropriate to enter into a MOU with a State or Territory. You should contact DSS Legal to determine the appropriate form of document when dealing with a State or Territory ([See Tips – Entering into a grant agreement with a State/Territory Government](#))
- **A Corporate Commonwealth Entity or Commonwealth Company?** Yes ([See Tips – Entering into a grant agreement with a Corporate Commonwealth Entity or Commonwealth Company](#))
- **A Trust?** No. However, the Department can enter into a grant agreement with the trustee of a trust (which would usually be a company or individual) but not the trust itself because trusts are not legal entities are capable of entering into legally binding agreements (see [FAQ – Entering into grant agreements with Trusts](#)). Please note that some legal entities have been established by legislation and are referred to as a trust pursuant to that legislation. These entities may have the power to enter into grant agreements. If you are uncertain as to the position with regard to a trust you should contact DSS Legal
- **An Unincorporated Body?** No. Unincorporated bodies have no legal status and so cannot enter into legally binding agreements. It is, however, possible to enter into a grant agreement with each individual comprising the unincorporated body
- **A University?** Yes ([See Tips – Entering into a grant agreement with a University](#))

## Who may sign a grant agreement on behalf of a legal entity?

It is important that a person with sufficient authority to do so signs a grant agreement on behalf of the relevant legal entity. This ensures that the grant agreement is binding on the party and therefore that the terms of the grant agreement can be enforced by the Department.

Generally the legislation that establishes the legal entity (e.g. the Corporations Act for a company or the relevant Associations Incorporation Act in each State and Territory) indicate how a document should be signed to ensure validity. (See the Tips set out below for various different entities). You should ensure that the entity signs the grant agreement by reference to the correct legislation as improper execution can affect the validity of your grant agreement.

It is also possible for a legal entity to appoint an attorney under a Power of Attorney and for the attorney to enter into grant agreements on behalf of the relevant legal entity (known as the principal). An attorney acting under a power of attorney can bind the principal to a grant agreement by signing the grant agreement and indicating that he or she executes on behalf of the principal. Contact DSS Legal for legal advice to determine if the power of attorney is sufficient to allow the attorney to sign the grant agreement on behalf of the principal.

Some legal entities also have the legislative authority to delegate their authority to enter into certain agreements. Where an entity indicates that a delegate will sign the grant agreement you should contact DSS Legal for legal advice to determine whether the purported delegate can execute the grant agreement on behalf of the principal.

## What sort of information do I need to include in the details at the beginning of the grant agreement?

You will need to specify the grant recipient's:

- Full legal name. A business name and trading name can be different to the legal name of an entity, so should not be used when specifying the legal name of the entity, however, if you wish you can include a business name or trading name in your description of the party for ease of reference (see [Tips – Entering into a grant agreement with a party with a Trading Name OR Business Name](#))
- ABN or ACN, if any (search [ASIC Connect](#) and the [ABN Lookup website](#)). Please note that where the entity is a company the ACN of the company should be stated. You may also wish to include the ABN of the company as this assists with payment details
- ICN (Indigenous Corporation Number) if the entity is an indigenous corporation registered under the CATSI Act
- Description of its legal nature (e.g. if the entity is a company that it is incorporated pursuant to the *Corporations Act 2001*)
- Physical address (NB: this can be the grant recipient's business or personal address, but should not be a post office box address)

## **What if the detail about a grant recipient provided to the Department by the grant recipient and the information found by the Department about the grant recipient is different?**

In the event that the detail about a grant recipient provided to the Department by the grant recipient is different from the information found by the Department about the grant recipient during its searches, the Department will need to investigate the matter to determine the exact legal nature of the grant recipient entity. Investigation may include conducting online searches and discussing the matter with the grant recipient. If after discussing with the Supplier you are still uncertain in this regard contact Programme Help.

## **How would I describe a party or set out a signature block for a grant recipient?**

The DSS precedent grant agreements such as the DSS Streamlined Grant Agreement and the DSS Comprehensive Grant Agreement currently contain a generic signature block. The appropriate grant recipient signature block, and details to be included in the signature block, will depend on what type of legal entity the grant recipient is.

See [Tips](#) for guidance on the details required when describing a party and/ or completing signature blocks for the various types of legal entities. Note that in all cases, it is also prudent when providing the grant agreement to the grant recipient to request that they confirm that the signature block is appropriate and that the signatory to the grant agreement is in fact authorised to bind the grant recipient (some signature blocks also require this warranty).

It is the responsibility of the business area to ensure that the signature block included in the draft contract reflects the nature of the legal entity.

## **Where can I find information about a party that is not a company?**

If the other party to the grant agreement is not a company (eg. it is an incorporated association, a body incorporated by legislation, such as a University, or is an individual), information is available from the:

- [ABN Lookup website](#) - the results of an ABN Lookup will include the grant recipient's entity name and entity type (eg. discretionary trust)
- [Australian Charities and Not-for-Profit Commission](#) (ACNC) Register
- if the relevant legal entity is an incorporated association or cooperative, the relevant State and Territory bodies that administer incorporated associations and cooperatives in the particular State or Territory (e.g. NSW Fair Trading)
- if the relevant entity is an Aboriginal or Torres Strait Islander Corporation you can obtain information from a search conducted on the Office of the Registrar of Indigenous Corporations (ORIC) website

- important information regarding entities such as Universities and Local Councils is also contained in the legislation that establishes those entities as legal entities.

If you cannot find sufficient information that clearly establishes the type of legal entity or you are uncertain as to the nature of the legal entity you should DSS Legal for legal advice.

## **What sort of information can I find on the [ABN Lookup website](#)?**

Only companies and businesses registered with an ABN will appear on ABN Lookup. The ABN Lookup website holds only the publicly available information about a business including:

- Australian Business Number (ABN) and status
- entity names, business names and trading names
- State/Territory and postcode of the main business location
- Australian Company Number (ACN), Australian Registered Body Number (ARBN), or Australian Registered Scheme Number (ARSN)
- Goods & Services Tax (GST) registration
- Deductible Gift Recipient (DGR) registration
- charitable tax concessions.

ABN's are obtained and provided primarily for tax administration purposes. There is a difference between taxable entities and legal entities. For example a trust is entitled to separate tax registration status and therefore can have its own ABN but it is not a legal entity. As such care needs to be taken in determining the correct legal entity based on ABN details.

In addition the ABN Lookup website is largely self-administered (in the sense that it specifies information that the relevant entity itself has provided). Consequently it can be inaccurate in some details.

## **What if the entity does not have an ABN?**

Although ABNs are necessary for most business and therefore most businesses will have an ABN, ABNs are not necessary if the business is:

- operating as an individual and its operating name is the same as the individuals first name and surname
- an already a registered Australian company and its operating name is the same as its company's name

## **What sort of information can I find on the [ACNC Register](#)?**

The ACNC Register only lists charities that have chosen to register with the ACNC and meet ACNC requirements. At present not-for-profits that are not charities (such as *income tax exempt funds* (ITEFs) and some categories of *deductible gift recipients* (DGRs) that are not charities) do not appear on the Register.

Information on the ACNC Register shows a registered charity's:

- legal name
- Australian Business Number (ABN) (including a link to its entry on ABN Lookup)
- State or Territory of registration.

## Tips – Entering into grant agreements with a Company

**NOTE:** In all cases it is prudent, when providing the grant agreement to the grant recipient, to request that they confirm that the description of the party and signature block is appropriate and that the signatory to the grant agreement is in fact authorised to bind the grant agreement (some signature blocks also require this warranty).

### Describing a Company

**EXAMPLE:**  
ABC Company Pty Ltd, ACN 345 678 901, a company incorporated pursuant to the *Corporations Act 2001* (the grant recipient)

### Signature Block for a Company

**EXAMPLE:**  
SIGNED for and on behalf of [Insert name of grant recipient and ACN] by:

[Insert name of Director] On:	[Signature of Director]
[Insert date] And:	
[Insert name of Director/Company Secretary] On:	[Signature of Director/Company Secretary]
[Insert date]	

#### 1. How do I know the company's correct legal name?

Check the company's correct legal name by using the search facility on the [ASIC Connect website](#). This will show you whether the ACN provided to you matches the legal name. Only companies incorporated under the *Corporations Act 2001* will appear on this website.

#### 2. How do I know how a company can execute its grant agreements?

The constitution of a company may set out the manner in which it must execute its grant agreements.

If the Department is not aware of any particular procedure that applies to a company's execution of documents, the Department is entitled to rely on section 127 of the *Corporations Act 2001* (Cth) as the method by which the company can execute the grant agreement. Section 127 sets out the ways in which any document, including a grant agreement, may be executed by a company.

Under section 127 a company may:

- execute a grant agreement under seal; or
- choose not to have a company seal and therefore execute documents without using a seal.

If a company has a seal it is not obliged to use it for the execution of documents.

#### 3. How can a company execute a grant agreement?

A company incorporated under the *Corporations Act 2001* (Cth) may execute a grant agreement either by:



- execution with a common seal (under section 127(1) of the *Corporations Act 2001* (Cth)):

A company may execute a grant agreement by fixing its common seal to the grant agreement, where the fixing of the seal is witnessed by:

- two directors of the company; or
  - a director and a company secretary of the company; or
  - if the grant recipient is a proprietary company (it will usually have “Pty Ltd” at the end of its name) that has a sole director who is also the sole secretary - that sole director/sole secretary.
- execution without a common Seal (under section 127(2) of the *Corporations Act 2001* (Cth)).

A company may execute a grant agreement (including a grant agreement) without using a common seal if the grant agreement is signed by:

- two directors of the company; or
- a director and a company secretary of the company; or
- if the grant recipient is a proprietary company (it will usually have Pty Ltd” at the end of its name) that has a sole director who is also the sole secretary - that sole director/ sole secretary.

#### **4. Can the same person sign the grant agreement as director and as company secretary?**

When executing agreements (in this case, grant agreements) on behalf of a company, one person cannot sign the document, or attest the fixing of the common seal in two different capacities (ie as director and as company secretary) unless that person is the sole director and also the sole secretary of the company.

#### **5. What if there is a special procedure for the execution of grant agreements in the company's constitution?**

If the Department is aware of a special procedure in the company's constitution, the Department would need to review the company's constitution and be satisfied that the grant agreement was properly signed by the company. It is therefore critical that the Department ensures that if it is aware of a special procedure within a company's constitution, that the grant agreement be executed in accordance with that procedure. However, there is no obligation on the Department to make specific enquiries about this fact or to review a copy of a company's constitution, and the Department can rely on section 127 execution in the absence of any knowledge regarding a special requirement in the company's constitution.

If no special procedure is specified, the *Corporations Act 2001* (Cth) allows a company to execute the grant agreement either with or without a company seal pursuant to section 127 of the *Corporations Act 2001* (Cth).

## Tips – Entering into a grant agreement with an Incorporated Association

**NOTE:** In all cases it is prudent, when providing the grant agreement to the grant recipient, to request that they confirm that the description of the party and signature block is appropriate and that the signatory to the grant agreement is in fact authorised to bind the grant recipient (some signature blocks also require this warranty).

In relation to Incorporated Associations the relevant State/Territory legislation sets out how an incorporated association is permitted to sign a grant agreement. See paragraph 2 below in this regard.

### Describing an Incorporated Association

**EXAMPLE:**  
ABC Incorporated, ABN 23 456 789 012, an incorporated association pursuant to the *[insert name of relevant State/Territory legislation]*

### Signature block for an Incorporated Association

**EXAMPLE:**  
Signed by **[insert name of grant recipient and ABN]** by affixing its common seal in accordance with its rules in the presence of:

\_\_\_\_\_  
(Signature of Public Officer)   .../.../....  
secretary)   .../.../....

\_\_\_\_\_  
(Signature of committee member/  
secretary)

(Name of Public Officer)

(Name of committee member/ secretary in full)

The signatory warrants that he/she has the authority to bind **[Insert name of grant recipient]**.

In the presence of

**[Insert name of witness]**

**[Insert occupation and profession of witness]**

#### 1. How can I be confident that the organisation has been incorporated correctly?

Incorporated associations are incorporated under State or Territory legislation. It is best to ask the organisation for a copy of their certificate of incorporation so you can be confident that the organisation has been incorporated correctly. The certificate of incorporation will also state the name of the legislation under which the organisation is incorporated.

#### 2. What does an Incorporated Association need to do to properly execute a grant agreement?

The legislation incorporating the incorporated association will specify how documents must be executed. This can differ between each State and Territory.

Note that use of the common seal by an incorporated association at the time of signing the grant agreement is only compulsory in the Northern Territory, and a matter for discretion of the incorporated association in all other States and Territories.

If the incorporated association (other than one in the Northern Territory) chooses not to use the common seal, the legislation in some jurisdictions specifies the relevant people that may sign a grant agreement on behalf of the incorporated association (usually the Public Officer, or at least two members of the governing committee of the incorporated association). Other jurisdictions allow any person acting under the authority of the incorporated association to execute the document on behalf of the incorporated association. If the incorporated association proposes to sign a document via authorised people the Department should ensure that such people have been properly authorised to do so by the incorporated association. The incorporated association should be requested to provide evidence in this regard.

If the common seal is used by the incorporated association to execute the grant agreement, then the common seal of the incorporated association must bear the name of the incorporated association; and the use of signatures in conjunction with the common seal will depend on the rules of the particular incorporated association. Typically, the common seal would be affixed on the execution block, and would be required to be attested by the signatures of either two members of the governing committee of the incorporated association, or one member of the governing committee and the Secretary or Public Officer.

You should ensure that, if the relevant incorporated association wishes to alter the signature block, the altered signature block meets the requirements for execution by an incorporated association under the relevant legislation. If you are uncertain in this regard contact DSS Legal.

## Tips – Entering into a grant agreement with a Partnership

**NOTE:** In all cases it is prudent, when providing the grant agreements to the grant recipient, to request that they confirm that the description of the party and signature block is appropriate and that the signatory to the grant agreement is in fact authorised to bind the grant recipient (some signature blocks also require this warranty).

### Describing a Partnership

**EXAMPLE:**

**Alternative 1 (small partnerships):** Albert Bruce Cee of 1 Abacus Street Deakin ACT 2601 and Jane Ann Doe of 10 Brown Ave Kingston ACT 2601, as partners in **ABC Partnership**, ABN 456 789 123 45

**Alternative 2 (large partnerships):** Albert Bruce Cee on behalf of **ABC**, a partnership having its principal business address at Level 1, 2 Three Street, Kambah Act 2902 (the grant recipient)

### Signature block for a Partnership

**NOTE:** Where the Partnership is a small partnership each individual partner should sign the grant agreement separately. Where the Partners are individuals see the signature block contained in FAQ - Entering into grant agreements with Individuals/Sole Traders.

**NOTE:** The example signature block below is to be used where the grant agreement is with a large partnership and it is not practical to have all of the individual partners sign the grant agreement. Where more than one individual is signing on behalf of the partnership the execution block will need to be amended to add further partner signature and witness details.

**EXAMPLE:**

Signed by **[Insert name of individual partner or partners signing on behalf of the partnership]** on behalf of the **[Insert name of partnership]** in the presence of:

(Signature of Partner)                      ...../...../.....                      (Signature of Witness)                      ...../...../.....

(Name of Partner)    (Name of Witness in full)

The signatory warrants that he/she has the authority to bind each of the partners to the **[Insert name of partnership]**.

#### 1. How can I be sure that the person signing the grant agreement has authority to sign?

Although a partnership has no legal status or capacity, the individual partners to the partnership usually enter into a partnership agreement with each other to set out how the partnership is run. This can include allowing one or two partners to bind the entire partnership. This is particularly relevant if the partnership is large (eg. a large legal or accounting firm). If you are dealing with a partnership you should ask who has authority to bind all partners to the grant agreement. This will also be relevant when determining who can sign the grant agreement. Make sure you get this confirmed in writing, and that you keep it on your file.

#### 2. Are there privacy concerns when entering into a grant agreement with a partnership?

The Department is required to publish details in relation to grant agreements. There is no threshold in relation to grant agreements.

As a grant agreement with a partnership will usually require the individual partners to the partnership to be named, those partners should be made aware that their names will be publically published and appropriate provisions made in the grant agreement. In order to meet both its reporting and privacy requirements, the Department should obtain the grant recipient's consent to disclosure of personal information.

This may require the Department to insert a new privacy clause into some forms of grant agreements. See FAQ - Entering into grant agreements with Individuals/Sole Traders for the proposed amendments to be made to the relevant grant agreements in this regard which apply equally where a grant agreement is entered into with individuals as partners of a partnership.

### **3. What about liability when entering into a grant agreement with the partners of a Partnership?**

When the Department enters into a grant agreement with partners of a partnership it will need to ensure that the grant agreement makes specific reference to the partners being jointly and severally liable. This means that as well as having a shared liability for all of the debts of the partnership, they are also individually personally liable for all debts incurred by or in the name of the partnership. In this situation seek further assistance via Programme Help.

### **4. What are the formalities for signing by a Partnership?**

The Partnership Agreement between the partners may determine how the partnership is to execute the grant agreement. If no procedure is specified, the grant agreement will be duly executed if it is signed by one partner on behalf of the partnership.

## Tips – Entering into a grant agreement with a State/Territory Government

**NOTE:** In all cases it is prudent, when providing the grant agreement to the grant recipient, to request that they confirm that the description of the party and signature block is appropriate and that the signatory to the grant agreement is in fact authorised to bind the grant recipient (some signature blocks also require this warranty).

**NOTE:** States/Territories can enter into grant agreements in their capacity as a state or territory but also via various state/territory bodies created under state/territory legislation. Where the State/Territory itself is not proposing to enter into the document care needs to be taken to ensure that the relevant body has the power to enter into the grant agreement and that the relevant grant agreement is properly executed in accordance with the relevant legislation. If you are uncertain seek further assistance via Programme Help.

### Describing a State/Territory Government

**EXAMPLE:**  
The State of Victoria, ABN 93 785 850 801, represented by and acting through the Department of Human Services Victoria (the grant recipient)

### Signature block for a State/Territory Government

**EXAMPLE:**  
SIGNED for and on behalf of [Insert name of grant recipient and ABN] by:

[Insert name of Signatory] [Signature]

[Insert Signatory's work title]

On:

[Insert date]

In the presence of

\_\_\_\_\_  
[Insert name of witness]

\_\_\_\_\_  
[Insert occupation and profession of witness]

## Tips – Entering into a grant agreement with a Corporate Commonwealth Entity or Commonwealth Company

**NOTE:** In all cases it is prudent, when providing the grant agreement to the grant recipient, to request that they confirm that the description of the party and signature block is appropriate and that the signatory to the grant agreement is in fact authorised to bind the grant recipient (some signature blocks also require this warranty).

### 1. What are Corporate Commonwealth Entities and Commonwealth Companies?

Corporate Commonwealth Entities are body corporates established by a law of the Commonwealth (ie. created and incorporated under specific legislation). Commonwealth Companies are companies that have been established under the *Corporations Act 2001* that the Commonwealth controls.

These are separate agencies to the Commonwealth, and include bodies such as:

- National Disability Insurance Scheme Launch Transition Agency (NDIA), which is a Corporate Commonwealth Entity for the purposes of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act); and
- Aboriginal Hostels Limited, which is a Commonwealth Company for the purposes of the PGPA Act.

### 2. Are Corporate Commonwealth Entities and Commonwealth Companies part of the Commonwealth?

No. Corporate Commonwealth Entities and Commonwealth Companies have a separate legal identity to the Commonwealth.

### 3. How do I know if a Corporate Commonwealth Entity or Commonwealth Company can enter into a grant agreement?

It is not always easy to identify whether a particular Corporate Commonwealth Entity or Commonwealth Company can or cannot enter into grant agreements. If it is not obvious, seek assistance via Programme Help.

### Describing a Corporate Commonwealth Entity or Commonwealth Company

**EXAMPLES:**

**Indigenous Business Australia**, ABN 23 078 147 065, a body corporate pursuant to the *Aboriginal and Torres Strait Islander Act 2005*

**Aboriginal Hostels Limited**, ACN 008 504 587, a company incorporated pursuant to the *Corporations Act 2001* and having its registered address at Phillip ACT 2606

### Signature block for a Corporate Commonwealth Entity or Commonwealth Company

**EXAMPLE:**

SIGNED for and on behalf of [Insert name of grant recipient and ABN] by:

\_\_\_\_\_  
[Insert name of Signatory]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Insert Signatory's work title]

On:

\_\_\_\_\_  
[Insert date]

The signatory warrants that he/she has the authority to bind **[Insert grant recipient]**.

In the presence of

\_\_\_\_\_ **[Insert name of witness]**

\_\_\_\_\_ **[Insert occupation and profession of witness]**



## Tips – Entering into a grant agreement with a party with a Trading Name OR Business Name

**NOTE:** In all cases it is prudent, when providing the grant agreement to the grant recipient, to request that they confirm that the description of the party and signature block is appropriate and that the signatory to the grant agreement is in fact authorised to bind the grant recipient (some signature blocks also require this warranty).

**NOTE:** Trading names do not have any legal status. Consequently they are not required to be included in a grant agreement. However, it may be convenient to do so from a reference and record keeping perspective as a means of identifying the grant recipient.

### Describing a legal entity with a trading name or business name

*[Insert legal name, ACN/ABN and description of the legal nature] trading as [Insert trading / business name]*

#### 1. What is the difference between a trading name and a business name?

A trading name is the name that a legal entity or person trades under, or is known as, by its suppliers or customers. A trading name is also known as a business name if the legal entity carries on business or trade under that name in Australia.

#### 2. What's changed in relation to trading names?

A new national business names registration system has commenced, administered by the Commonwealth Government via the [Australian Securities and Investments Commission](#) (ASIC).

Since 28 May 2012, the Australian Business Register (ABR) no longer collects or updates trading names information except where the name is registered as a business name with ASIC. Trading names that were collected before 28 May 2012 are currently displayed in ABN Lookup but cannot be changed or updated.

## Tips – Entering into a grant agreement with a University

**NOTE:** In all cases it is prudent, when providing the grant agreement to the grant recipient, to request that they confirm that the description of the party and signature block is appropriate and that the signatory to the grant agreement is in fact authorised to bind the grant recipient (some signature blocks also require this warranty).

### Describing a University

**EXAMPLE:**  
ABC University, ABN 34 567 890 123, a body corporate pursuant to the *[insert name of legislation]*

### Signature block for Universities

**EXAMPLE:**  
SIGNED for and on behalf of **[Insert name of University and ABN]**

\_\_\_\_\_  
**[Insert name of Signatory]**

\_\_\_\_\_  
**[Signature]**

\_\_\_\_\_  
**[Insert Signatory's work title]**

On:

**[Insert date]**

The signatory warrants that he/she has the authority to bind **[Insert name of University]**.

In the presence of

\_\_\_\_\_  
**[Insert name of witness]**

\_\_\_\_\_  
**[Insert occupation and profession of witness]**

### 1. Who can sign a grant agreement on behalf of a University?

The grant agreement must only be signed by a person authorised to do so in accordance with the particular university's governing legislation which may permit the university's delegates to sign grant agreements on behalf of the university. Where the university proposes that a delegate sign the grant agreement you should ensure that the delegate has appropriate authorisation from the university to do so.

### 2. Where can I check to make sure I have the right name for the University?

Universities are established under specific legislation. The legislation typically contains the name of the University. You will need to search the relevant State/Territory legislation (which is available online) to locate the correct legislation with respect to a particular university.

### 3. Does it make any difference if the Department is entering into a grant agreement with the business centre of a University?

Maybe. You will need to check whether the business centre forms part of the University, or whether it is a separate legal entity and therefore able to enter into agreements in its own right.

s22

---

**From:** Grant enquiries  
**Sent:** Tuesday, 25 June 2019 2:33 PM  
**To:** s22  
**Cc:** s22  
**Subject:** FW: Urgent: Following up issue [SEC=UNCLASSIFIED]  
**Attachments:** NFF DAWR executed agreement.pdf; RE: NFF Execution Clauses [DLM=Sensitive:Legal]

**Importance:** High

Hi All,

This has been sent to the Hub FYI.

Kind Regards,

s22  
Grants Policy

s22

---

**From:** Grant enquiries  
**Sent:** Tuesday, 25 June 2019 2:31 PM  
**To:** s22  
DAWR.manage <DAWR.manage@communitygrants.gov.au>; s22  
**Subject:** RE: Urgent: Following up issue [SEC=UNCLASSIFIED]  
**Importance:** High

Good Afternoon s22 et al

Please find attached the newly signed agreement which has been executed by our department. This approach has been confirmed with our legal team (advice attached).

Kind Regards,

s22

---

**From:** s22  
**Sent:** Monday, 24 June 2019 2:53 PM  
**To:** Grant enquiries <[Grantenquiries@agriculture.gov.au](mailto:Grantenquiries@agriculture.gov.au)>  
**Cc:** s22 DAWR.manage <[DAWR.manage@communitygrants.gov.au](mailto:DAWR.manage@communitygrants.gov.au)>; s22  
**Subject:** RE: Urgent: Following up issue [SEC=UNCLASSIFIED]

Thanks for this, s22, I'm sorry I missed your call earlier. I notice that the newly signed agreement hasn't been executed, while the earlier version was signed by Tim Fisher on 17 May 2019 – were you planning on us executing it instead? I just want to check this one, because according to our records it looks like this funding is from the Landcare Smart Farms – Capacity Building program, and we don't have delegation to execute those agreements.

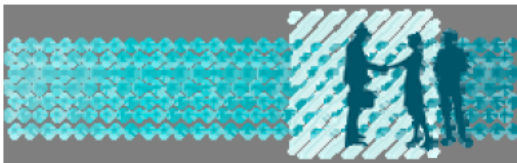
Regards  
s22

s22  
Assistant Director  
Community Grants Hub  
Commonwealth Home Support Program Transitions Centre of Expertise and  
Department of Agriculture and Water Resources Performance Team  
South Australia

P: s22 E: CHSP enquiries [CHSPtransitions@communitygrants.gov.au](mailto:CHSPtransitions@communitygrants.gov.au), DAWR enquiries [DAWR.manage@communitygrants.gov.au](mailto:DAWR.manage@communitygrants.gov.au)

[communitygrants.gov.au](http://communitygrants.gov.au)

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.



---

From: Grant enquiries <[Grantenquiries@agriculture.gov.au](mailto:Grantenquiries@agriculture.gov.au)>  
Sent: Monday, 24 June 2019 1:40 PM  
To: s22  
Cc: s22; DAWR.manage <[DAWR.manage@communitygrants.gov.au](mailto:DAWR.manage@communitygrants.gov.au)>; s22  
Subject: RE: Urgent: Following up issue [SEC=UNCLASSIFIED]

Forwarding again as last email was missing classification marking.

Kind Regards,

s22

---

From: Grant enquiries  
Sent: Monday, 24 June 2019 2:08 PM  
To: s22  
Cc: Grant enquiries <[Grantenquiries@agriculture.gov.au](mailto:Grantenquiries@agriculture.gov.au)>; s22; DAWR.manage <[DAWR.manage@communitygrants.gov.au](mailto:DAWR.manage@communitygrants.gov.au)>; s22  
Subject: RE: Urgent: Following up issue

Good Afternoon,

Please find attached the copy of the agreement as executed by NFF and the executed copy from the Department of Agriculture. I am confirming with the Policy Area an agreed approach in relation to the DoV for Rural R&D.

Kind Regards,

s22

---

**From:** s22  
**Sent:** Monday, 24 June 2019 12:18 PM  
**To:** s22  
**Cc:** Grant enquiries <[Grantenquiries@agriculture.gov.au](mailto:Grantenquiries@agriculture.gov.au)>; s22  
DAWR.manage <[DAWR.manage@communitygrants.gov.au](mailto:DAWR.manage@communitygrants.gov.au)>; s22  
**Subject:** Urgent: Following up issue [SEC=OFFICIAL]  
**Importance:** High

Hi s22

I'm emailing to follow up on an issue that I understand was forwarded to you by s22 regarding an agreement for the National Farmers' Federation (Natural Resources Trust Fund) that was signed by one person in the organisation rather than two as per the agreement requirement. We have come across another example of this in the Rural Research and Development for Profit, which I will send to you separately.

My understanding was that you were seeking legal advice on this matter. Given it's nearing the end of the financial year, and GovGPS shuts down on the 26<sup>th</sup>, I'm following up on where this issue is up to? My number is s22 if you need to give me a call.

Regards

s22

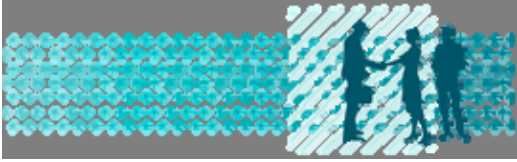
**Community Grants Hub**

Commonwealth Home Support Program Transitions Centre of Expertise and  
Department of Agriculture and Water Resources Performance Team  
**South Australia**

**P:** s22 | **E:** CHSP enquiries [CHSPtransitions@communitygrants.gov.au](mailto:CHSPtransitions@communitygrants.gov.au) , DAWR enquiries [DAWR.manage@communitygrants.gov.au](mailto:DAWR.manage@communitygrants.gov.au)

[communitygrants.gov.au](http://communitygrants.gov.au)

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.



----- IMPORTANT - This email and any attachments have been issued by the Australian Government Department of Agriculture and Water Resources. The material transmitted is for the use of the intended recipient only and may contain confidential, legally privileged, copyright or personal information. You should not copy, use or disclose it without authorisation from the Department. It is your responsibility to check any attachments for viruses and defects before opening or forwarding them. If you are not an intended recipient, please contact the sender of this email at once by return email and then delete both messages. Unintended recipients must not copy, use, disclose, rely on or publish this email or attachments. The Department of Agriculture and Water Resources is not liable for any loss or damage resulting from unauthorised use or dissemination of, or any reliance on, this email or attachments. If you have received this e-mail as part of a valid mailing list and no longer want to receive a message such as this one, advise the sender by return e-mail accordingly. This notice should not be deleted or altered -----



Australian Government  
Department of Agriculture  
and Water Resources

**Commonwealth Grant Agreement**  
between the Commonwealth represented by  
Department of Agriculture and Water  
Resources  
and  
National Farmers' Federation

Organisation Id:	s47G(1)(a)
Agreement Id:	
Schedule Id:	
Program:	Natural Resources Trust Fund

**Commonwealth Simple Grant Agreement**

**Contents**

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## Grant to assist the National Farmers' Federation involvement in the EPBC

### Act review

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

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	National Farmers' Federation Limited
Legal entity type	Australian Public company, limited by guarantee
Grantee Organisation ID:	s47G(1)(a)
Trading or business name	National Farmers' Federation
Australian Company Number (ACN)	097 140 166
Australian Business Number (ABN)	77 097 140 166
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	01 July 2001
GST is applicable to this grant	Yes
Registered office (physical/postal)	NFF House 14-16 Brisbane Avenue, Barton, ACT 2600 Locked Bag 9, Kingston, Australia 2604
Telephone	(02) 6269 5666
Email	s47F

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Agriculture and Water Resources,  
18 Marcus Clarke Street, Canberra, ACT, 2601, ABN 24 113 085 695.

### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth 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 each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) 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

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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.

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.

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Organisation ID: s47G(1)(a)
Agreement ID:
Schedule ID:
Activity ID:

---

## **Grant to assist the National Farmers' Federation involvement in the EPBC Act review**

### **A. Purpose of the Grant**

The purpose of the Grant is to provide limited funding to the National Farmers' Federation to allow them to effectively and comprehensively engage in the scheduled statutory review of the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act), which is to commence by October 2019. The work conducted by the Federation will ultimately benefit all Australian farmers in their dealings with the EPBC Act. The Federation will build on the work they have already carried out including their participation in an in-depth and detailed review of agriculture's interaction with the EPBC Act conducted by Dr Wendy Craik in 2018.

The Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Natural Resources Trust Fund program.

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**Activity Title:** Grant to assist the National Farmers' Federation involvement in the EPBC Act review

## **B. Activity**

The activities to be conducted by the National Farmers' Federation include:

- Increasing the awareness in the Australian farming community of the EPBC Act, its requirements and the process of the statutory reviews;
- Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views including state farm groups commodity councils and producer groups;
- Seek legal advice on relevant implications of the EPBC Act; and
- Act as a central repository of farm sector engagement in the statutory review process;

The Grantee will ensure that prior agreement is reached with the Department of Agriculture and Water Resources on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

### **Performance Indicators**

The Activity will be measured against the following Performance Indicators:

<b>Performance Indicator Description</b>	<b>Measure</b>
Increasing the awareness in the Australian farming community of the EPBC Act.	Awareness increased with information available for Australian farmers on the EPBC Act and its requirements. <ul style="list-style-type: none"><li>• Developed with the Department of the Environment and Energy;</li><li>• Circulation by Sustainable Development Committee members to their members and networks;</li><li>• NFF website;</li><li>• Australian Farmers media platform.</li></ul>
Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views	Surveys and consultation undertaken including communicating and coordinating stakeholder views
Seek legal advice on relevant implications of the EPBC Act.	Legal advice sought on the EPBC Act.

Act as a central repository of farm sector engagement in the statutory review process	Central repository facilities and resources established and made available.
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#### Location Information

The Activity will be delivered from the following site location:

	Location Type	Name	Address
1.	Canberra	National Farmers' Federation Limited	14-16 Brisbane Avenue, Barton, ACT, 2600

#### Service Area Information

The Activity will service the following service areas:

	Type	Service Area
1.	Australia wide	Australia wide

#### C. Duration of the Activity

The Activity starts on the day following execution of this agreement.

The Activity (other than the provision of any final reports) ends on 15 May 2021, which is the Activity Completion Date.

The Agreement ends on 30 June 2021 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

#### D. Payment of the Grant

The total amount of the Grant is \$150,000 (GST incl.)

GST is payable on the Grant.

Interest can be earned on the Grant and any interest earned by the Grantee on that money once the Grant has been paid to the Grantee is considered part of the Grant.

A break down by Financial Year is below:

Financial Year	Amount (GST inclusive)
2018-19	\$150,000

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 Grantee's nominated bank account into which the Grant is to be paid is.

# s47G(1)(a)

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Payment milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
First payment made on Execution of Agreement	15/June/2019	\$136,363.64	\$13,636.36	\$150,000
<b>Total Amount</b>		<b>\$136,363.64</b>	<b>\$13,636.36</b>	<b>\$150,000</b>

## Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

## E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

Reporting Milestone	Due Date
Performance Report 1 - A report with progress against the agreed Performance Indicators under Item B. Activity, as set out in Item E.1 for the period from execution to 1 June 2020	15/June/2020
Final report as set out in Item E.5	15/June/2021
Final Financial Report as per Item E.4	15/June/2021

### E.1 Performance Report

Performance Report on the Activity that outline the activities and the deliverables agreed to /detailed in Section B that have been completed to date for the reporting period required as per the Reporting Milestone table.

---

A Financial Report will be required with each Performance Report and is to include a certification from an appropriate representative of the Grantee that funds were spent for the purpose provided and the report is to include (in a table format), at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.).

## **E.2 Activity Work Plan**

Not applicable

## **E.3 Annual Report**

None specified

## **E.4 Accounting for the Grant**

### **Final Financial Report**

The Final Financial Report must contain:

- Financial Acquittal (a statement accompanied by a reconciliation of the expenditure including, at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.), signed and certified but not audited).

## **E. 5 Other Reports**

### **Final Report**

The Final Report must contain:

- Performance Report on the Activity that outline the activities and the deliverables detailed in Section B that have been completed from the previous Performance Report to the end of the Activity.
- A description of the Activities overall achievements against the objectives, activities / deliverables and key performance indicators.
- A report of all Project Material and all Intellectual Property in Project Material created or arising during the period covered by the Report.
- A report of all Assets created or acquired during the period covered by the Report.
- A list of all media, communications and or extension materials produced and activities over the life of the program.
- A plain English summary with no more than two pages that can be extracted and used independently (e.g. to be uploaded to the department's website).

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## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	Warwick Ragg
Position	General Manager, Natural Resource Management
Postal/physical address	14-16 Brisbane Avenue, Barton, ACT, 2600
Business hours telephone	02 6269 5666
Mobile	s47F
Fax	
E-mail	s4/t

### Commonwealth representative and address - Grants administration

Name of representative	Community Grants Hub
Position	Service Delivery
Postal/physical address	
Business hours telephone	02 99425796
Mobile	
Fax	
E-mail	DAWRManage@communitygrants.gov.au

### Commonwealth representative and address - Policy specific contact

Name of representative	s22
Position	Director, Natural Resources Policy
Postal/physical address	18 Marcus Clarke St, [GPO Box 858], Canberra City ACT 2601
Business hours telephone	
Mobile	s22
E-mail	

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.



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## **G. Supplementary Terms**

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### **G1. Other Contributions**

Not Applicable

### **G2. Activity budget**

Not Applicable

### **G3. Record keeping**

G3.1 The Grantee agrees to maintain the following records:

- (a) 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.

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

### **G4. Audit and acquittal**

G4.1 On the date specified in Section E., the Grantee agrees to provide:

- (a) financial statement(s) in relation to the income and expenses relating to the Grant [and any Other Contributions [G1.1]] signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

### **G5. Activity Material**

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 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.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

### **G6. Access**

G6.1 If requested by the Commonwealth, the Grantee agrees to provide the Commonwealth, or any persons authorised in writing by the Commonwealth, with access to the Grantee's premises, personnel, documents and other records, and all assistance reasonably requested, to enable the Commonwealth or those persons to verify that the Grant was spent in accordance with this Agreement.

G.6.2 The Commonwealth will reimburse the Grantee's substantiated reasonable costs for complying with a request under clause 6.1.

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**G7. Equipment and Assets**

Not Applicable

**G8. Relevant qualifications, skills or checks**

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have appropriate relevant skills or qualifications.

**G8A. Child Safety**

Not Applicable

**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:

- (a) All parties must comply with the relevant Commonwealth, state or territory Work Health and Safety legislation.

**G9A. Fraud**

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

**G10. Commonwealth Material, facilities and assistance**

Not Applicable

**G11. Jurisdiction**

G11.1 This Agreement is governed by the law of the Australian Capital Territory.


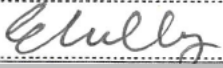
**G12. Grantee trustee of a Trust**

Not Applicable

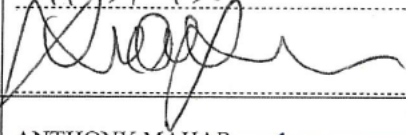
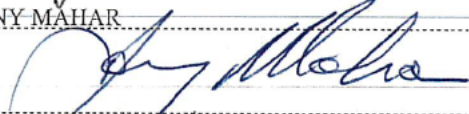
## Signatures

Executed as an agreement:

### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources	
Name: (print)	EMMA WULLY
Position: (print)	ASSISTANT SECRETARY
Signature and date:	 25/6/2019
Witness Name: (print)	s22
Signature and date:	

### Grantee:

Name of Company:	National Farmers' Federation Limited, ABN 77 097 140 166
Director's Name: (print)	AE SIMSON
Signature and date:	
Director/Company Secretary	
Name: (print)	ANTHONY MAHAR
Signature and date:	

**1. Undertaking the Activity**

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

**2. Acknowledgements**

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

**3. Notices**

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its 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.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes are not variations for the purpose of clause 7.

**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 is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth 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 Commonwealth 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 Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth 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 Commonwealth 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 Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

**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 Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

**13. Privacy**

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, 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 Commonwealth with proof when requested.

**16. Indemnities**

16.1 The Grantee indemnifies the Commonwealth, 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 Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth 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 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

# Commonwealth General Grant Conditions

# Schedule 1

of external administration.

## 19. Cancellation for convenience

19.1 The Commonwealth 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 Commonwealth 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 Commonwealth 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 Commonwealth'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.

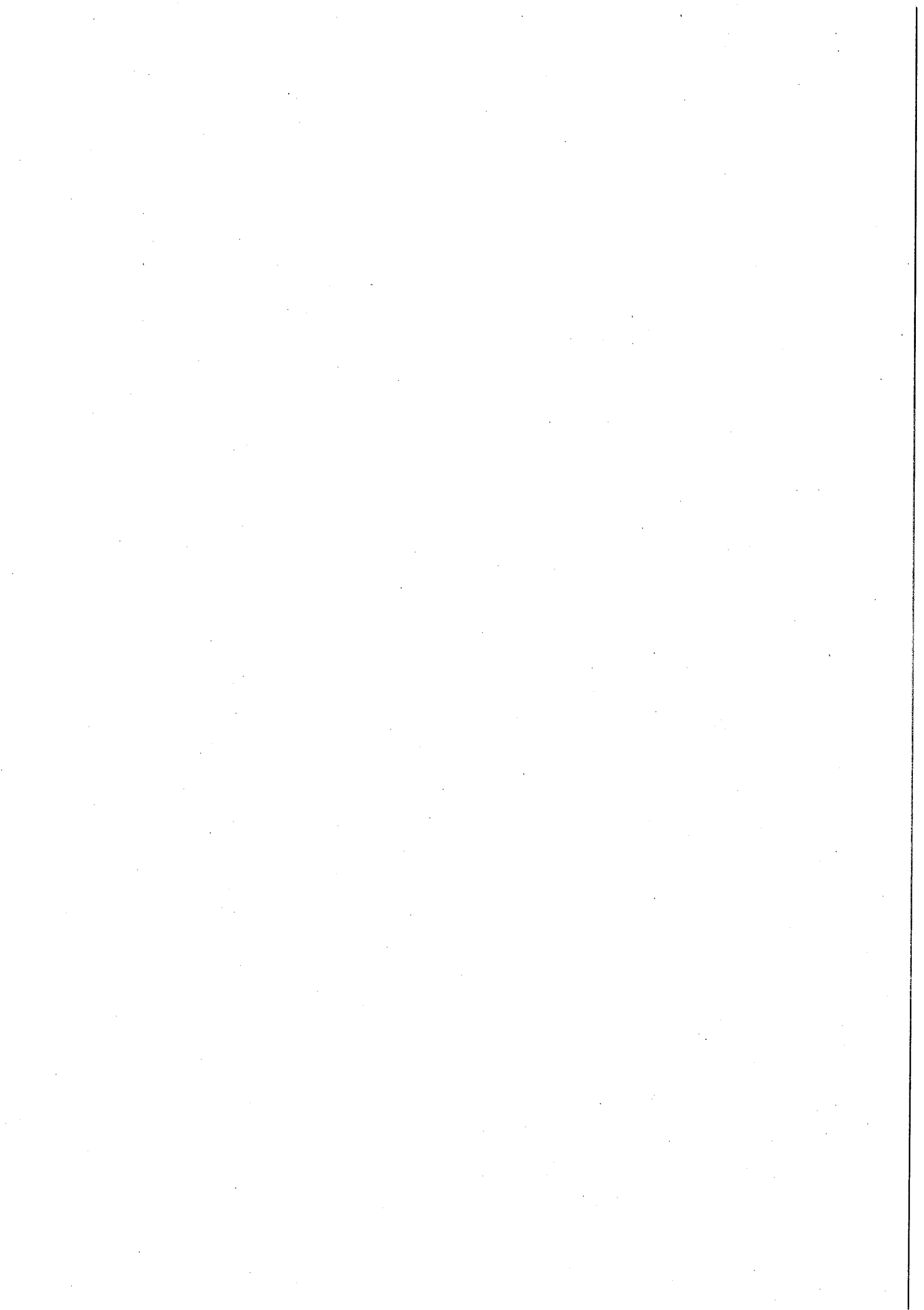
## 21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified 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 and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property].
- **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.
- **Commonwealth** means the Commonwealth of Australia

as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **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 Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **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 Commonwealth.
- **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 Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.



s42

s42



s42



Australian Government  
Department of Agriculture  
and Water Resources

**Commonwealth Grant Agreement**  
between the Commonwealth represented by  
Department of Agriculture and Water  
Resources  
and  
National Farmers' Federation

Organisation Id:	s47G(1)(a)
Agreement Id:	
Schedule Id:	
Program:	<i>Natural Resources Trust Fund</i>

**Commonwealth Simple Grant Agreement**

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## Grant to assist the National Farmers' Federation involvement in the EPBC Act review

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

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	National Farmers' Federation Limited
Legal entity type	Australian Public company, limited by guarantee
Grantee Organisation ID:	s47G(1)(a)
Trading or business name	National Farmers' Federation
Australian Company Number (ACN)	097 140 166
Australian Business Number (ABN)	77 097 140 166
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	01 July 2001
GST is applicable to this grant	Yes
Registered office (physical/postal)	NFF House 14-16 Brisbane Avenue, Barton, ACT 2600 Locked Bag 9, Kingston, Australia 2604
Telephone	(02) 6269 5666
Email	s47F

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Agriculture and Water Resources, 18 Marcus Clarke Street, Canberra, ACT, 2601, ABN 24 113 085 695.

### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth 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 each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) 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

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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.

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.

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Organisation ID: s47G(1)(a)
Agreement ID:
Schedule ID:
Activity ID:

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## Grant to assist the National Farmers' Federation involvement in the EPBC Act review

### A. Purpose of the Grant

The purpose of the Grant is to provide limited funding to the National Farmers' Federation to allow them to effectively and comprehensively engage in the scheduled statutory review of the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act), which is to commence by October 2019. The work conducted by the Federation will ultimately benefit all Australian farmers in their dealings with the EPBC Act. The Federation will build on the work they have already carried out including their participation in an in-depth and detailed review of agriculture's interaction with the EPBC Act conducted by Dr Wendy Craik in 2018.

The Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Natural Resources Trust Fund program.

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**Activity Title:** Grant to assist the National Farmers' Federation involvement in the EPBC Act review

## **B. Activity**

The activities to be conducted by the National Farmers' Federation include:

- Increasing the awareness in the Australian farming community of the EPBC Act, its requirements and the process of the statutory reviews;
- Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views including state farm groups commodity councils and producer groups;
- Seek legal advice on relevant implications of the EPBC Act; and
- Act as a central repository of farm sector engagement in the statutory review process;

The Grantee will ensure that prior agreement is reached with the Department of Agriculture and Water Resources on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

### **Performance Indicators**

The Activity will be measured against the following Performance Indicators:

<b>Performance Indicator Description</b>	<b>Measure</b>
Increasing the awareness in the Australian farming community of the EPBC Act.	Awareness increased with information available for Australian farmers on the EPBC Act and its requirements. <ul style="list-style-type: none"><li>• Developed with the Department of the Environment and Energy;</li><li>• Circulation by Sustainable Development Committee members to their members and networks;</li><li>• NFF website;</li><li>• Australian Farmers media platform.</li></ul>
Undertaking surveys and consultation with the farm sector including comprehensive communication and coordination of key stakeholder views	Surveys and consultation undertaken including communicating and coordinating stakeholder views
Seek legal advice on relevant implications of the EPBC Act.	Legal advice sought on the EPBC Act.

Act as a central repository of farm sector engagement in the statutory review process	Central repository facilities and resources established and made available.
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### Location Information

The Activity will be delivered from the following site location:

	Location Type	Name	Address
1.	Canberra	National Farmers' Federation Limited	14-16 Brisbane Avenue, Barton, ACT, 2600

### Service Area Information

The Activity will service the following service areas:

	Type	Service Area
1.	Australia wide	Australia wide

## C. Duration of the Activity

The Activity starts on the day following execution of this agreement.

The Activity (other than the provision of any final reports) ends on 15 May 2021, which is the Activity Completion Date.

The Agreement ends on 30 June 2021 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

## D. Payment of the Grant

The total amount of the Grant is \$150,000 (GST incl.)

GST is payable on the Grant.

Interest can be earned on the Grant and any interest earned by the Grantee on that money once the Grant has been paid to the Grantee is considered part of the Grant.

A break down by Financial Year is below:

Financial Year	Amount (GST inclusive)
2018-19	\$150,000



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 Grantee's nominated bank account into which the Grant is to be paid is.

Financial Institution:	<b>s47G(1)(a)</b>
Account Name:	
BSB:	
Account no:	

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Payment milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
First payment made on Execution of Agreement	15/June/2019	\$136,363.64	\$13,636.36	\$150,000
<b>Total Amount</b>		<b>\$136,363.64</b>	<b>\$13,636.36</b>	<b>\$150,000</b>

### Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

### E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

Reporting Milestone	Due Date
Performance Report 1 - A report with progress against the agreed Performance Indicators under Item B. Activity, as set out in Item E.1 for the period from execution to 1 June 2020	15/June/2020
Final report as set out in Item E.5	15/June/2021
Final Financial Report as per Item E.4	15/June/2021

#### E.1 Performance Report

Performance Report on the Activity that outline the activities and the deliverables agreed to /detailed in Section B that have been completed to date for the reporting period required as per the Reporting Milestone table.

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A Financial Report will be required with each Performance Report and is to include a certification from an appropriate representative of the Grantee that funds were spent for the purpose provided and the report is to include (in a table format), at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.).

## **E.2 Activity Work Plan**

Not applicable

## **E.3 Annual Report**

None specified

## **E.4 Accounting for the Grant**

### **Final Financial Report**

The Final Financial Report must contain:

- Financial Acquittal (a statement accompanied by a reconciliation of the expenditure including, at a minimum for each expenditure item a description; grant contribution; other contributions from Grantee; other contributions from third parties; and a total (GST incl.), signed and certified but not audited).

## **E. 5 Other Reports**

### **Final Report**

The Final Report must contain:

- Performance Report on the Activity that outline the activities and the deliverables detailed in Section B that have been completed from the previous Performance Report to the end of the Activity.
- A description of the Activities overall achievements against the objectives, activities / deliverables and key performance indicators.
- A report of all Project Material and all Intellectual Property in Project Material created or arising during the period covered by the Report.
- A report of all Assets created or acquired during the period covered by the Report.
- A list of all media, communications and or extension materials produced and activities over the life of the program.
- A plain English summary with no more than two pages that can be extracted and used independently (e.g. to be uploaded to the department's website).

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## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	Warwick Ragg
Position	General Manager, Natural Resource Management
Postal/physical address	14-16 Brisbane Avenue, Barton, ACT, 2600
Business hours telephone	02 6269 5666
Mobile	s47F
Fax	
E-mail	

### Commonwealth representative and address - Grants administration

Name of representative	Community Grants Hub
Position	Service Delivery
Postal/physical address	
Business hours telephone	02 99425796
Mobile	
Fax	
E-mail	DAWRManage@communitygrants.gov.au

### Commonwealth representative and address - Policy specific contact

Name of representative	s22
Position	Director, Natural Resources Policy
Postal/physical address	18 Marcus Clarke St, [GPO Box 858], Canberra City ACT 2601
Business hours telephone	
Mobile	s22
E-mail	

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.

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## **G. Supplementary Terms**

### **G1. Other Contributions**

Not Applicable

### **G2. Activity budget**

Not Applicable

### **G3. Record keeping**

G3.1 The Grantee agrees to maintain the following records:

- (a) 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.

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

### **G4. Audit and acquittal**

G4.1 On the date specified in Section E., the Grantee agrees to provide:

- (a) financial statement(s) in relation to the income and expenses relating to the Grant [and any Other Contributions [G1.1] signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

### **G5. Activity Material**

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 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.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

### **G6. Access**

G6.1 If requested by the Commonwealth, the Grantee agrees to provide the Commonwealth, or any persons authorised in writing by the Commonwealth, with access to the Grantee's premises, personnel, documents and other records, and all assistance reasonably requested, to enable the Commonwealth or those persons to verify that the Grant was spent in accordance with this Agreement.

G6.2 The Commonwealth will reimburse the Grantee's substantiated reasonable costs for complying with a request under clause 6.1.

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## **G7. Equipment and Assets**

Not Applicable

## **G8. Relevant qualifications, skills or checks**

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have appropriate relevant skills or qualifications.

## **G8A. Child Safety**

Not Applicable

## **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:

- (a) All parties must comply with the relevant Commonwealth, state or territory Work Health and Safety legislation.

### **G9A. Fraud**

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

## **G10. Commonwealth Material, facilities and assistance**

Not Applicable

## **G11. Jurisdiction**

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

## **G12. Grantee trustee of a Trust**

Not Applicable

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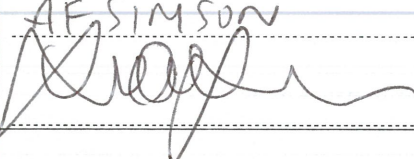
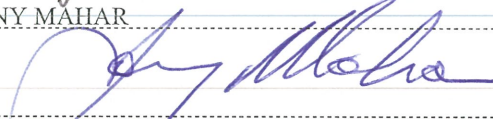
## Signatures

Executed as an agreement:

### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources	
Name: (print) Position: (print) Signature and date:	..... ..... .....
Witness Name: (print) Signature and date:	..... .....

### Grantee:

Name of Company:	National Farmers' Federation Limited, ABN 77 097 140 166
Director's Name: (print) Signature and date:	AF SIMSON  .....
Director/Company Secretary Name: (print) Signature and date:	ANTHONY MAHAR  .....

## 1. Undertaking the Activity

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

## 2. Acknowledgements

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

## 3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its 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.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes are not variations for the purpose of clause 7.

## 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 is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth 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 Commonwealth 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.

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8.2 The Commonwealth 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.

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Grant Details.

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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 Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

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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.

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## 13. Privacy

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

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

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

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

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## 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.

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

## 18. 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.

## 19. Cancellation for convenience

19.1 The Commonwealth 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 Commonwealth 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 Commonwealth 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 Commonwealth'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 Completion Date** means the date or event specified 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 and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property].
- **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.
- **Commonwealth** means the Commonwealth of Australia

as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **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 Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **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 Commonwealth.
- **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 Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.