



Australian Government

**Commonwealth
Standard Grant Agreement**

between
the Commonwealth represented by
Department of Social Services

and

[Program Schedule Organisation Legal
Name]

Grant Agreement

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

Parties to this Agreement

The Grantee

Full legal name of Grantee	
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	
Trading or business name	
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	
Registered for Goods and Services Tax (GST)	
Date from which GST registration was effective	
Registered office (physical/postal)	
Relevant business place (if different)	
Telephone	
Fax	
Email	

The Commonwealth

The Commonwealth of Australia represented by Department of Social Services
71 Athllon Drive, GREENWAY ACT 2900
ABN 36 342 015 855

Background

The Commonwealth has agreed to enter into 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 from the Clause Bank (if any);
- (c) the Standard 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 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.

DRAFT ONLY CFC FP 2021-2026

Grant Details

Organisation ID:	TBD
Agreement ID:	TBD
Program Schedule ID:	TBD

A. Purpose of the Grant

The purpose of the Grant is to:

Strengthen relationships, support families, improve children's wellbeing and increase the participation in community life to strengthen family and community functioning, and reduce the costs of family breakdown. The Program will provide a range of services, focussed on strengthening relationships and building parenting and financial management skills, providing support for better community connections as well as services to help newly arrived migrants to in their transition to life in Australia.

This 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 Families and Children program.

DRAFT ONLY CFC FP 2021-2026

Communities for Children – Facilitating Partners – Activity ID]

B. Activity

Communities for Children Facilitating Partners

The Families and Children Activity under the Families and Communities Program provides support to families to improve the wellbeing of children and young people to enhance family and community functioning, as well as increasing the participation of vulnerable people in community life.

Communities for Children Facilitating Partners (CfC FP) is a sub-activity under the Families and Children Activity. In line with the Families and Communities Program and Families and Children Activity objectives, the purpose of the Grant is to deliver positive and sustainable outcomes for children and families in disadvantaged communities throughout Australia.

CfC FPs are place based and develop and facilitate a whole of community approach to support and enhance early childhood development and wellbeing for children from birth to 12 years, but may include children up to age 18 years. CfC FPs build on local strengths to meet local community needs and create capability within local service systems, using strong evidence of what works in early intervention and prevention. They collaborate with other organisations to provide a holistic service system for children and families. As part of this role, CfC FPs fund other organisations (known as Community Partners) to provide services including parenting support, group peer support, case management, home visiting services and other supports to promote child wellbeing.

The Department of Social Services (the department) may also require CfC FPs to provide additional services at the department's prior written notice and request. The department may provide additional funding and by written notice request that you make formal arrangements with a subcontractor provider specified by the department to use the additional funding to provide services in new areas beyond those specified in this Agreement as required by the department. This may also include additional funding for subcontracting arrangements with providers for additional Children and Parenting Support (CaPS) Services and Budget Based Funded (BBF) Services.

In undertaking this Grant, you are actively encouraged to pursue innovative ideas to enhance service delivery outcomes. You may utilise up to 10 per cent of grant funding for the development of innovative concepts in consultation and agreement with us.

You are encouraged to actively plan and develop strategies to ensure long-term sustainability. You are encouraged to explore opportunities to reduce reliance on Government support through increased inter-organisational collaboration, and by identifying supplementary sources of funding through partnership with business and philanthropy.

You are expected to monitor changes in your communities and, by mutual agreement with us, you may adjust the services you deliver within this Grant to meet the changing needs of families and children. You may also be able to vary your service area(s) to meet changing demands, in consultation and agreement with the department. You are required to deliver services to clients from outside the service area when they present to your services.

Improvements to the Families and Children Activity

The department is focused on driving better outcomes for families and children in Australia.

The department is more clearly defining outcomes that grantees should work towards when delivering their grant activities. To measure progress towards these outcomes, the department has mandated participation in the Data Exchange (DEX) Partnership Approach, requiring all grantees to report outcomes data.

To facilitate more effective service design and delivery, the department requires grantees to develop

program logics and theories of change that demonstrate how and why, based on evidence, their program activities will contribute to the intended outcomes.

Governance

You must deliver CfC FP services in accordance with:

- the Supplementary terms and conditions outlined in this agreement;
- the Commonwealth standard terms and conditions at Schedule 1;
- [the Families and Children Program Guidelines](#); and
- the *Communities for Children Facilitating Partner Operational Guidelines*.

Principles

a. Local level management

CfC FPs should:

- undertake local level management to tailor approaches at the local level, providing communities with the opportunity to input into the development of approaches that best reflect their circumstances;
- take an outcomes-focussed approach - being clear about the outcomes being sought, designing services to achieve outcomes, and measuring outcomes;
- apply a strong evidence-based framework, including a focus on capacity building for the local community to understand approaches proven to be effective in supporting children and family wellbeing;
- monitor service delivery and strive for continuous improvement by the use of evidence informed programs that demonstrate measurable outcomes for vulnerable families and children;
- develop services that meet the needs of those who need it most, including improving accessibility for families experiencing vulnerability and multiple and complex needs;
- showcase innovative practice which enhances service delivery, organisational capability and improves client outcomes measurement and reporting;
- subcontract all service delivery to community partner organisations, unless agreed otherwise in writing with the department; and
- establish and maintain a CfC Committee that will assist the CfC FP to plan, guide and support the activity.

b. Networking /Collaboration

CfC FPs should:

- engage, collaborate and coordinate with other services which support families and children to identify community needs, develop strong referral pathways and coordinate holistic supports to drive improved outcomes for families and children;
- encourage Community Partners to collaborate through joint planning, sharing of information, advice and expertise and through referring clients to each other's services as appropriate.
- build strong links and establish working relationships with state and territory government funded services (including schools, preschools, child protection services, and maternal and child health) and other Commonwealth funded services (such as Family Relationship Centres, Family and Relationship Services, and Services Australia);
- link universal services with specialist support services and adult secondary services to ensure vulnerable children who are identified as being at high risk receive appropriate referral;
- build collaborative relationships with adult focused services, such as mental health, family violence, housing and alcohol and other drug services, to help these services to support their adult clients to meet the needs of their children; and

- seek to complement and add value to any existing collaboration mechanisms in the local community.

c. Client diversity

CfC FP services should:

- provide flexible, culturally sensitive and accessible service delivery models and practices that ensure accessibility to any people who face a real or perceived barrier to receiving assistance, and have in place strategies to achieve this unless otherwise exempted by legislation. CfC FPs must be able to provide evidence of these strategies on request; and
- provide services with equity, without bias or prejudgement about clients. Services must be accessible to all target groups, including Indigenous people and culturally and linguistically diverse communities.

Eligible service types include the following:

- intake/assessment
- information/advice/referral
- education and skills training
- child/youth focussed groups
- advocacy/support
- community capacity building
- family capacity building
- governance (FP only)
- community engagement (FP only)
- service system capability / capacity (FP only)

You must establish a Communities for Children Committee and seek their endorsement of planning and reporting documents (as outlined at Item E.2 and E.4) prior to submission to the department.

The payment of the Grant is subject to your acceptance of additional funding from us to provide additional services if required by the department and at the department's written notice and request. The department may provide written notice to request that you make formal arrangements with a subcontractor specified by the department to use the additional funding to provide services in new areas beyond those specified in this Agreement as required by the department. This may also include additional funding for subcontracting arrangements with providers for additional Children and Parenting Support (CaPS) Services and Budget Based Funded (BBF) Services. The department will provide 90 days prior written notice for you to make these arrangements and will advise of the specified subcontractor(s) to be used.

Important requirements

You must comply with:

- DSS Departmental Policies*;
- the relevant Guidelines*;
- the Data Exchange Protocols*; and
- any other service compliance requirements applicable to the Activities you are funded to deliver.

Any or all of these may be amended by us from time to time. If we amend these we will notify you in writing at least one month prior to the changes coming into effect. The latest versions can be found on the DSS website www.dss.gov.au.

You must ensure that cultural and linguistic diversity is not a barrier for people targeted by this Activity, by providing access to language services where appropriate.

Review point

From 1 September 2023, the department will undertake a review of the Grantee's performance of this Activity and compliance with this Agreement (Review Point). This is in addition to ongoing Activity measures outlined under Performance Indicators at 'Section B. Activity'. All data, reporting and other information relevant to the Grantee's performance of this Activity and compliance with this Agreement will be considered as part of this review.

Specifically, this Review Point will include a review of all reporting requirements at 'Section E. Reporting' of this Agreement with additional detail specified in the *Communities for Children Facilitating Partner Operational Guidelines*. This will include data reported through the Data Exchange under this Activity and will include reviewing SCORE outcomes data as well as the numbers and demographics of clients that have been serviced under this Activity.

The department will then discuss the results of this Review Point with the Grantee. Pending the outcome of the Review Point and further discussions with the Grantee in relation to the results, the department reserves the right to undertake any remedial action in accordance with clauses 2, 13 or 19 of the Commonwealth Standard Grant Conditions.

The *Communities for Children Facilitating Partner Operational Guidelines* may be amended to specify further detailed information on the Review Point, prior to the Activity start date.

Data Exchange Reporting

You are required to provide client level data and service delivery information from all recipients of this Activity in accordance with the Data Exchange Protocols (<https://dex.dss.gov.au/data-exchange-protocols/>).

You must provide the data required within the Data Exchange through an approved mechanism as outlined in the Data Exchange Protocols.

You are required to finalise the submission of data within the Data Exchange for each reporting period within 30 days of the reporting period ceasing, as set out in the reporting schedule below.

For this Activity, participation in the "partnership approach" is a requirement of funding. By participating, you agree to provide some additional information in exchange for the receipt of regular and relevant reports. The main focus of the partnership approach is collecting information about the outcomes achieved by clients as a result of service delivery. The partnership approach also includes some extended data items that provide additional information about client demographics, needs and circumstances.

Activity Work Plan

The detailed deliverables and activities you will undertake to fulfil this Activity must be provided as part of your Activity Work Plan, to be developed in consultation with, and provided to the department as specified in Item E. Once mutually agreed the Activity Work Plan will form part of the Agreement. You are required to report against any performance measures set out in the Activity Work Plan within 30 days of the reporting period ceasing.

Service Types

Where you are funded for more than one service type under this Activity, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service type you support under this Activity. You must advise us of resource attributions annually through the Activity Work Plan Report as detailed in Item E.

Outlet Locations

You must advise us of the outlet locations for this Activity within 3 months of the execution of this Agreement. Thereafter, you must advise us of any changes to outlet locations annually through the Activity Work Plan Report as detailed in Item E.

Service Areas

You must provide services across the service area as outlined in the table below.

Where you are funded for more than one service area, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service area you support under this Activity. You must advise us of resource attributions annually through the Activity Work Plan Report as detailed in Item E.

Service Promotion

Providers that deliver face-to-face services should list on free online community service directories to ensure community awareness of their service. Further guidance, including suggested websites, will be available in operational guidelines.

Use of Location, Service Information and Attributed Funding Information

The information listed below on location, service area and any attributed DSS funding amounts will be used by us to provide reports, by region, on DSS's funding.

The information may be published on a Commonwealth website.

Performance Indicators

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

Performance Indicator Description	Measure
Number of clients assisted	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Number of events / service instances delivered	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Percentage of participants from priority target groups	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Percentage of clients achieving individual goals related to independence, participation and well-being	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Percentage of clients achieving improved independence, participation and well-being	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using

	characteristics defined in the Data Exchange Protocols.
Activities are completed according to scope, quality, timeframes and budget defined in the Activity Work Plan.	The Department and you agree that the Activity Work Plan has been completed as specified or, in case of divergence, to a satisfactory standard.

Location Information

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

	Location Type	Name	Address
1.	Direct Funded	TBD	TBD

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	TBD	TBD

C. Duration of the Grant

The Activity starts on 1 July 2021 and ends on 30 June 2026, which is the **Activity Completion Date**.

The Agreement ends on 30 November 2026 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date**.

D. Payment of the Grant

The total amount of the Grant is \$TBD excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2021-2022	\$TBD
2022-2023	\$TBD
2023-2024	\$TBD
2024-2025	\$TBD
2025-2026	\$TBD

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:

BSB Number	
Financial Institution	

Account Number	
Account Name	

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

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Half yearly payment of 2021-22 funds	13 July 2021	\$TBD	\$TBD	\$TBD
Half yearly payment of 2021-22 funds	1 December 2021	\$TBD	\$TBD	\$TBD
Half yearly payment of 2022-23 funds	12 July 2022	\$TBD	\$TBD	\$TBD
Half yearly payment of 2022-23 funds	1 December 2022	\$TBD	\$TBD	\$TBD
Half yearly payment of 2023-24 funds	11 July 2023	\$TBD	\$TBD	\$TBD
Half yearly payment of 2023-24 funds	1 December 2023	\$TBD	\$TBD	\$TBD
Half yearly payment of 2024-25 funds	9 July 2024	\$TBD	\$TBD	\$TBD
Half yearly payment of 2024-25 funds	2 December 2024	\$TBD	\$TBD	\$TBD
Half yearly payment of 2025-26 funds	8 July 2025	\$TBD	\$TBD	\$TBD
Half yearly payment of 2025-26 funds	1 December 2025	\$TBD	\$TBD	\$TBD

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Total Amount		\$TBD	\$TBD	\$TBD

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.

Milestone	Information to be included	Due Date
Activity Work Plan	Output-level detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2	15 August 2021
Performance Report	Finalisation of Data Exchange period 1 data (1 July to 31 December), as set out in the Data Exchange Protocols, as per Item E.1	30 January 2022
Other Report	Provide Community Strategic Plan covering period 1 July 2022 to 30 June 2026 in accordance with Item E.4	1 April 2022
Activity Work Plan	For period 1 July 2022 to 30 June 2024 Output-level detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2	1 April 2022
Performance Report	Finalisation of Data Exchange period 2 data (1 January to 30 June), as set out in the Data Exchange Protocols, as per Item E.1	30 July 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 August 2022
Other Report	Statement of Compliance Report as per Item E.4 relating to the <i>National Principles for Child Safe Organisations and other action for the safety of Children</i>	TBD

Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.3	31 October 2022
Performance Report	Finalisation of Data Exchange period 1 data (1 July to 31 December), as set out in the Data Exchange Protocols, as per Item E.1	30 January 2023
Performance Report	Finalisation of Data Exchange period 2 data (1 January to 30 June), as set out in the Data Exchange Protocols, as per Item E.1	30 July 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.5	15 August 2023
Other Report	Statement of Compliance Report as per Item E.4 relating to the <i>National Principles for Child Safe Organisations and other action for the safety of Children</i>	TBD
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023
Performance Report	Finalisation of Data Exchange period 1 data (1 July to 31 December), as set out in the Data Exchange Protocols, as per Item E.1	30 January 2024
Activity Work Plan	For period 1 July 2024 to 30 June 2026 Output-level detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2	1 April 2024
Performance Report	Finalisation of Data Exchange period 2 data (1 January to 30 June), as set out in the Data Exchange Protocols, as per Item E.1	30 July 2024
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 August 2024
Other Report	Statement of Compliance Report as per Item E.4 relating to the <i>National Principles for Child Safe Organisations and other action for the safety of Children</i>	TBD
Financial Acquittal Report	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3	31 October 2024
Performance Report	Finalisation of Data Exchange period 1 data (1 July to 31 December), as set out in the Data Exchange Protocols, as per Item E.1	30 January 2025

Performance Report	Finalisation of Data Exchange period 2 data (1 January to 30 June), as set out in the Data Exchange Protocols, as per Item E.1	30 July 2025
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.5	15 August 2025
Other Report	Statement of Compliance Report as per Item E.4 relating to the <i>National Principles for Child Safe Organisations and other action for the safety of Children</i>	TBD
Financial Acquittal Report	Financial Acquittal from 1 July 2024 to 30 June 2025 as per Item E.3	31 October 2025
Performance Report	Finalisation of Data Exchange period 1 data (1 July to 31 December), as set out in the Data Exchange Protocols, as per Item E.1	30 January 2026
Performance Report	Finalisation of Data Exchange period 2 data (1 January to 30 June), as set out in the Data Exchange Protocols, as per Item E.1	30 July 2026
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 August 2026
Other Report	Statement of Compliance Report as per Item E.4 relating to the <i>National Principles for Child Safe Organisations and other action for the safety of Children</i>	TBD
Financial Acquittal Report	Financial Acquittal from 1 July 2025 to 30 June 2026 as per Item E.3	31 October 2026

E.1 Performance Reports

Data Exchange Reports

You must provide client and service delivery information to the Community Grants Hub via the Data Exchange in accordance with the Data Exchange Protocols, within 30 days of the completion of a reporting period, as outlined in Item E.

For this Activity, you are required to participate in the Partnership Approach.

The Data Exchange Protocols can be found at <https://dex.dss.gov.au/data-exchange-protocols/>.

E.2 Activity Work Plan

The Activity Work Plan will be negotiated between you and us from time to time as agreed by both parties during the life of the Agreement. Using our Activity Work Plan template it will specify the Activity Details, deliverables, timeframes for delivery and measures of achievement. It may include a budget or other administrative controls intended to help manage activity risks. Once the Activity Work Plan has been agreed by both parties it will form part of the Agreement.

E.3 Financial Acquittal Reports

A Financial Declaration must be submitted for each financial year funded under this Grant Agreement. A Financial Declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Grant Agreement and in-which the Grantee is required to declare unspent funds. The Financial Declaration must be certified by your Board, the Chief Executive Officer or one of your officers, with authority to do so verifying that you have spent the funding on the Activity in accordance with the Grant Agreement.

E.4 Other Reports

Activity Work Plan Report

For the purposes of this Agreement, Activity Work Plan Report means a document to be completed by you, on a template or system provided by us. The preferable way to submit the Report would be through the Grant Recipients Services Portal when it becomes available.

The Activity Work Plan Report template asks for progress on requirements in the Activity Work Plan for the reporting period including any compliance requirements.

Community Strategic Plan

You must provide your updated Community Strategic Plan for each location, on a template provided by the department, by 1 April 2022 covering the period from 1 July 2022 to the Activity End Date.

Statement of Compliance Report

An annual Statement of Compliance Report consistent with the requirements under Clause Bank Supplementary Term CB9.3 (f) *National Principles for Child Safe Organisations and other action for the safety of Children* must be submitted. A Statement of Compliance Report ensures compliance with relevant State, Territory and Commonwealth legislation, including Working With Children Checks, and with the National Principles for Child Safe Organisations. The report must reflect the Grantee has met the conditions as outlined in the Supplementary Terms CB9.2 and CB9.3 of this Agreement.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	TBD
Position	TBD
Business hours telephone	TBD
E-mail	TBD

Commonwealth representative and email address

Business hours telephone	TBD
E-mail	TBD

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.

Organisation ID:	TBD
Agreement ID:	TBD
Program Schedule ID:	TBD

Signatures

*Note: See explanatory notes on the signature block over page

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through The Department of Social Services, ABN 36 342 015 855 in the presence of:

DO NOT SIGN

DO NOT SIGN

(Name of Departmental Representative)

(Signature of Departmental Representative)

DO NOT SIGN

...../...../.....

(Position of Departmental Representative)

DO NOT SIGN

DO NOT SIGN

(Name of Witness in full)

(Signature of Witness)

...../...../.....

Signed for and on behalf of [Program Schedule Organisation Legal Name], ABN [Program Schedule Organisation ABN – hide if NULL] in accordance with its rules, and who warrants they are authorised to sign this Agreement:

DO NOT SIGN

DO NOT SIGN

(Name and position held by Signatory)

(Signature)

...../...../.....

DO NOT SIGN

DO NOT SIGN

(Name and position held by second Signatory if applicable)

(Signature of second Signatory if applicable)

...../...../.....

Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. The words ‘as trustee of the XXX Trust’ could be included at the end of the name.