**A New Way of Working**

**DSS Comprehensive Grant Agreement**

As part of the commitment to a new way of working, DSS has reviewed its suite of grant agreements.

The Department’s revised grant agreements actively reduce red tape and administrative burden for all the Department’s service providers.

The former Standard Funding Agreement is replaced by the *DSS Comprehensive Grant Agreement.*

The DSS Comprehensive Grant Agreement is drafted in line with all recent legislative and policy changes such as the introduction of the *Public Governance, Performance and Accountability Act 2013* (PGPA).

A summary of key changes to the terms and conditions within the new agreement can be found in the table below.

The DSS Comprehensive Grant Agreement Terms and Conditions, along with other information about the new way of working can be found on the [DSS website](http://www.dss.gov.au/grants/general-information-on-grants/dss-grant-agreements-grant-conditions).

| **Clause** | **Title** | **Description of Change** |
| --- | --- | --- |
| Clause 3 | Your obligations in carrying out the Activity | Compliance with Programme Guidelines, Operational Guidelines, Departmental policy and Commonwealth Policy have been specified to allow for written advice to be forwarded as changes occur. |
| Clause 5 | Your obligation to keep records and provide reports | Now incorporates requirements in relation to:   * Social and Community Services (SACS) funding; * Activity Work Plans required as part of the Agreement * Subcontractors |
| Clause 6 | Paying the Grant | Reduction in paragraphs to increase clarity Restructuring of clause for clarity |
| Clause 7 | Employees Subject to SACS Decision | New clause covering provision of SACS supplementation funding introducing requirements in relation to the provision of SACS supplementation funding |
| Clause 9 | Spending the Grant | Includes the requirement that the grant must be spent in accordance with the Activity Work Plan |
| Clause 10 | Accounting for the Grant | Updated to streamline financial reporting obligations |
| Clause 12 | Taxes, duties and government charges | Updated to reflect new legislation in relation to government related entities |
| Clause 13 | Assets | Updated to reflect amendments to the *Personal Property Securities Act 2009* (Cth) |
| Clause 14 | Intellectual Property Rights | Updated to permit inclusion of alternative Intellectual Property scenarios |
| Clause 16 | Privacy Issues | Updated to reflect amendments to the *Privacy Act 1988* |
| Clause 17 | Disclosure of Information | Now includes Freedom of Information requirements |
| Clause 19 | Vulnerable Persons, Police Checks and Criminal Offences | Removes the obligation to conduct a Police Check for a Person where they have a current Working with Children (NSW) check or an equivalent check in another jurisdiction that is current |
| Clause 22 | Our right to terminate, or reduce the scope of, the Agreement | Liability limited to the amount of the grant |
| Clause 40 | Defined terms | ‘Agreement’ – clarifies that the Schedule is separate to the terms and conditions  New definitions of ‘SACS Award’, ‘SACS Decision’ and ‘SACS Supplementation’  ‘Grant’ – change from ‘funding’  ‘Interest’ – new definition |

The Australian Government recognises your significant role in delivering grant funded services and as issues emerge that may impact on our funding relationship with you; we will continue to work collaboratively with you to improve our relationship and ensure you are supported to achieve outcomes.

Any questions about the new DSS Comprehensive Grant Agreement can be forwarded to [grants@dss.gov.au](mailto:grants@dss.gov.au).

For more information please see the DSS website, or alternatively you can email [grants@dss.gov.au](mailto:grants@dss.gov.au) or contact the DSS Grants Hotline on **1800 625 136** or TTY 1800 555 677.