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| --- |
| Parties  The State of Victoria through the Department of Education and Training |
| and  [Name of Recipient]  [ABN of Recipient] |

Date: [DD/MM/YYYY]

Parts of this Agreement

This Agreement is made up of the following parts:

* Terms and Conditions,
* The Details
* The Activity Schedule
* Attachments (if any)

Background

A The Department through the Skills First reforms provides substantial support to the TAFE and training sector through targeted program funding in relation to vocational education and training. Financial assistance is provided in compliance with the Departments Grants Policy and facilitated by the Higher Education and Skills group through the allocation of grants aimed at achieving outcomes for specific cohorts, training providers or industries.

B This Agreement implements a funding arrangement and sets out the conditions applying to a targeted program financial assistance grant to be provided to the Recipient. The Department has invested in systems and related resources to provide efficient and transparent contract management articulated through program guidelines and engagement management to ensure grant outcomes are clearly identified and performance is substantiated by grant recipients.

C The Department will provide the Funding to the Recipient to deliver the Activity.

D The Recipient will accept the Funding and use it for the delivery of the Activity in accordance with the terms of this Agreement.

Executed as an Agreement

**EXECUTED** for and on behalf of the **Department of Education and Training, ABN 52 705 101 522,** by its authorised signatory who warrants that he or she is a duly authorised to execute on behalf of the Department:

Name and position of authorised signatory <Name>

[<Position>]

Signed: ..................................................................... Date: / /2020

**SIGNED** for and on behalf of **<Name of Recipient>** **<ACN or ABN> [<number>]**, by the following authorised delegate of the Recipient who warrants that he or she is a duly authorised signatory able to execute on behalf of the Recipient:

Name and position of authorised representative <Name>

[<Position>]

Signed: ..................................................................... Date: / /2020

Details:

|  |  |
| --- | --- |
| 1. Department | The State of Victoria as represented by the **Department of Education and Training, ABN 52 705 101 522** |
| 1. Recipient | <Organisation Name> (<ABN or ACN> <number>) |
| 1. Start Date | <DD/MM/YYYY> |
| 1. End Date | <DD/MM/YYYY> |
| 1. Dispute Resolution Officer | <Name/Not Nominated> |
| 1. Recipient's Primary Contact | <Name> |
| 1. Recipient's address | <Address> |
| 1. Recipient's phone number | <Number> |
| 1. Organisation's email address | <Address> |
| 1. Department's Primary Contact | <Name> |
| 1. Department's address | <Address> |
| 1. Department's phone number | <Number> |
| 1. Department's email address | <Address> |

* 1. Activity Schedule

Re: <Activity Name>

Opportunity Code : <Optional: Insert number OR n/a>

### **Item 1: Activity details**

(read with 'Terms and Conditions' clause on *Funding* (clause 4))

### **What the Funding is for**

<Insert Service/Project description being funded, OR the description the applicant submitted on their application form if applicable, OR briefly describe the Activity>

### **Activity start date and end date**

Evidence Due Dates for the first and last Milestones

The Activity described in this Activity Schedule starts on <DD/MM/YYYY> and ends on <DD/MM/YYYY>.

### **Item 2: Funding**

(read with 'Terms and Conditions’ clause on *Funding* (clause 4))

* The funding for the Activity comes from <Program Name/Funding Source>. Use Product
* The total funding for the Activity is $<Amount>. This amount is excluding GST.

### **Item 3: Activity deliverables and payments**

(read with 'Terms and Conditions' clause on Funding (clause 4))

**Recipient’s Application for Funding**

The Recipient’s application for Funding (including any additional information provided to the Department as part of the application) (the **Application**), forms part of the Agreement and is attached in Item 8. The Activity delivered must be consistent with those documents. If there is a conflict or inconsistency between the Application and this Agreement, the Agreement has precedence to the extent of the conflict or inconsistency.

**Completion of Activity**

The Recipient must complete the Activity as described in the Activity Deliverables and Payments Table in this Item 3.

**Project Plan**

A project plan, project management plan or other similar plan (**Project Plan**) must be provided to the Department as soon as possible after executing the Agreement, and not later than 30 Business Days after the Start Date of the Activity. The Project Plan must:

1. detail how the Activity will be delivered;
2. include timeframes for key actions; and
3. be approved by the Department.

*For future Reference:* Standard form Variations will be assessed.

Reports must report on progress against the Project Plan.

**Variation to Activity**

The Organisation from time to time may give written notice to the Department proposing a variation to the Activity, the Start Date, the End Date, or any Activity deliverable or budget specified in the Activity Schedule, but not to the amount of Funding. If the Department, in its sole discretion, gives written notice agreeing to the proposed variation, the Activity Schedule will be deemed to be varied accordingly from the date of the Department's notice.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Activity Deliverables and Payments Table [<insert GEMS contract number and Contract/Project Name>] | | | | | |
| Ref | Milestone name | Deliverable or milestone | Demonstrating the deliverable is complete | Evidence due date | Payment amount (excluding GST) |
|  |  | <Deliverable – free text> | <Indicator – free text> | <DD/MM/YYYY> | $<Amount> |
|  |  | <Add rows as needed> | <Add rows as needed> | <DD/MM/YYYY> | $<Amount> |

### **Item 4: Budget**

(read with 'Terms and Conditions' clause on Funding (clause 4))

The budget forecast for the Activity is outlined in the Budget Forecast Table in this Item 4.

The budget for this Activity as set out in the Recipient's Application forms part of the Agreement. This budget details Activity income from the Department, the Recipient and other contributors, and forecast expenditure.

<OPTIONAL CLAUSE where Funding is allocated for the recipient to use flexibly rather than for a specific Activity OR deletion>There is no budget forecast for this Activity as the Funding is not allocated for specific expenditure.

<OPTIONAL CLAUSE where lower value Activities to allow higher level of budget flexibility OR deletion>Up to ten (10) per cent of the total budget as set out in this Item 4 can be transferred between expenditure items without the Department’s approval.

<BUDGET TABLE IS OPTIONAL. SAMPLE TABLE PROVIDEDOR deletion>

|  |  |
| --- | --- |
| Budget Forecast Table | |
| Activity Income | $ (excluding GST) |
| Funds from the Department | $<Amount> |
| Funds from your Organisation | $<Amount> |
| Funds from other contributors or partners | $<Amount> |
| * Grants (Commonwealth) | $<Amount> |
| * Grants (State) | $<Amount> |
| * Grants (Other) | $<Amount> |
| * <Insert item> | $<Amount> |
| Total Activity Income | $<Amount> |
| Activity Expenditure  (Aligned to National Standard Chart of Accounts Headings) | $ (excluding GST) |
| Expenditure against total Activity income | $<Amount> |
| * <Insert item> | $<Amount> |
| * <Insert item> | $<Amount> |
| * <Insert item> | $<Amount> |
| Total Activity Expenditure | $<Amount> |
| Activity costs met through in-kind contributions (approximate value) | $ (excluding GST) |
| Total in-kind support | $<Amount> |

### **Item 5: Reporting requirements**

(read with 'Terms and Conditions' clauses on *Reporting* (clause 8) and *Assets* (clause 7))

**Report format**

The Recipient can provide the report in any format that clearly identifies agreed actions and progress. The Department, however, may not accept reports that are not clear, concise and in line with the Activity Deliverables and Payments Table in Item 3 or the attached Activity Plan if there is one.

**Final or Yearly Report**

The final or yearly report must be submitted by the date written in the Activity Deliverables and Payments Table in Item 3.

**Outcomes Report**

*For future Reference:* Development of Outcome reporting will be developed in GEMS

Twelve months after the completion of this Activity, the Recipient must provide a report and/or data on outcomes, using the Department’s template. Could be link

**Additional Reporting**

The Recipient must provide additional information that the Department requests in relation to the evaluation of the program(s) through which this Funding is provided. The Department will make only reasonable requests and will give at least 20 Business Days’ notice.

The Recipient might be asked to provide the following additional financial reports:

1. An additional financial statement for activities (income and expenditure report);
2. A brief explanation on any issues relating to that financial statement; or
3. Recipient certification of additional financial reports

### **Item 6: Activity specific requirements**

Acknowledgement and Publicity (read with ‘Terms and Conditions’ clause 4.18)

* 1. The Recipient will acknowledge any financial and other support from the Victorian Government according to the *Acknowledgement and Publicity Guidelines* as amended from time to time, which can be found at:

[Acknowledgement and Publicity Guidelines](https://edugate.eduweb.vic.gov.au/edrms/collaboration/TEPSP/TUEF%20Training%20an%20Adaptive%20Workforce/Acknowledgment_and_Publicity_Guidelines.pdf)

https://edugate.eduweb.vic.gov.au/edrms/collaboration/TEPSP/TUEF%20Training%20an%20Adaptive%20Workforce/Acknowledgment\_and\_Publicity\_Guidelines.pdf

The Department reserves the right to publicise and report on awarding the Funding to the Recipient

* 1. Terms and Conditions are by reference to “VCFA Standard Form Terms and Conditions. TBA Link to HES Grant Program Funding Agreement Terms and Conditions]
  2. The final or yearly report must be completed using the Department’s template. It includes a financial acquittal report. This report must be signed by an authorised delegate from the Organisation.
  3. Twelve (12) months after the completion of this Activity, the Organisation must provide a report and/or data on outcomes, using the Department’s template.
  4. <Insert optional Department/program specific acknowledgment clause from the Clause Bank>.links

<Insert optional Clause Bank items – bulleted> Anything else – specific to this grant

### **Item 7: Applicable Department Policies**

In carrying out the Activity, the Recipient must comply with the policies, guidelines and standards referred to in the following documents, as amended or replaced from time to time during the Term (as subsequently notified by the Department to the Recipient):

* Local Jobs First Policy available at <https://localjobsfirst.vic.gov.au/agency-guidance/issue-grants>
* Betrayal of Trust Policy available at <https://www.justice.vic.gov.au/safer-communities/protecting-children-and-families/organisations-providing-services-to-children-new>

### **Item 8: Attachments**

Insert list Attachment number and name/s, eg. Attachment 1 – Report Template

Attachment 1 Financial Acquittal Report

Attachment 2 Outcomes Report