



Australian Government
**Department of Industry, Science,
Energy and Resources**

Commonwealth Simple Grant Agreement

between the Commonwealth represented by

Department of Industry, Science, Energy and Resources

and

B'NAI B'RITH RETIREMENT VILLAGES LIMITED.

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Grant Agreement SCFVIG000418

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

Parties to this Agreement

The Grantee

Full legal name of Grantee	B'NAI B'RITH RETIREMENT VILLAGES LIMITED.
Legal entity type (e.g. individual, incorporated association, company, partnership, etc)	Australian Public Company
Trading or business name	B'NAI B'RITH RETIREMENT VILLAGES LTD
Any relevant licence, registration or provider number	Not applicable
Australian Business Number (ABN) or other entity identifiers	93000971399
Australian Company Number (ACN)	000971399
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	1/07/2000
Registered office address	UNIT 52 7-11 PRINCESS ST ROSE BAY NSW 2029 Australia
Relevant business place	U 52 7-11 Princess St ROSE BAY NSW 2029 Australia

The Commonwealth

The Commonwealth of Australia represented by the
Department of Industry, Science, Energy and Resources
of 10 Binara Street CANBERRA ACT 2600
ABN 74 599 608 295

The Department of Industry, Science, Energy and Resources will manage the Agreement on behalf of the Department of Home Affairs.

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

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

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the Commonwealth General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

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 the Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

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

Grant Details SCFVIG000418

A. Purpose of the Grant

The Grant is being provided as part of the Safer Communities Fund Round 5 Infrastructure Grants grant opportunity.

The objective of this grant opportunity is to reduce crime, violence, anti-social behaviour and/or other security risks driven racial and/or religious intolerance by funding crime prevention initiatives.

The intended outcomes of the program are to:

- contribute to the enhancement of community safety and improve security through local security infrastructure that benefits the community
- contribute to greater community resilience and wellbeing by addressing crime, anti-social behaviour and other security risks
- help to reduce fear of crime and increase feelings of safety in the Australian community and contribute to greater community resilience
- contribute to the safety of communities that may be at risk of racial and/or religious intolerance.

B. Activity

The Activity is made up of the Grantee's project and all eligible project activities as specified in these Grant Details.

Project title

B'nai B'rith Retirement Villages, Security Upgrade

Project scope and description

B'nai B'rith Retirement Villages Limited (BBRV) operates the Princess and Kadimah Gardens Retirement Villages, located in Rose Bay and Wahroonga, New South Wales and specifically looks after Jewish seniors, many of whom have lived through the Holocaust in Europe. The retirement village sites have been a target of religious and racial intolerance.

The grantee expects to purchase and install security infrastructure including 52 CCTV cameras (upgrade of Genetec CCTV hardware and platform system), approximately 150 metres of fencing, 10 gates, an estimated 80 security lighting, and intercom and swipe access systems at key locations in and around the Princess and Kadimah Gardens Retirement Village sites. This will ensure ongoing community safety, asset protection and crime prevention.

Project outcomes

The expected outcome of the security infrastructure project is that the Princess and Kadimah Gardens Retirement Villages will be less susceptible to trespass, and the community will feel more secure and protected from attack, harassment or violence stemming from religious intolerance. The CCTV cameras and security lighting will enable monitoring of all critical areas covering entrances, perimeter and internal grounds, minimising risk by both deterring criminal activity and enhancing investigative tools available to law enforcement. The implementation of fencing and gates will maintain a secure perimeter and limit visibility into the sites. Intercom and swipe access systems

will ensure strict access to the sites and provide community members with the confidence of secure venues.

In undertaking the Activity, the Grantee must comply with the requirements of the grant opportunity guidelines (as in force at the time of application).

The Grantee must notify the Commonwealth about events relating to the project and provide an opportunity for the Minister or their representative to attend.

C. Duration of the Grant

The Activity starts on 11 October 2020 and ends on 31 March 2023, which is the **Activity Completion Date**.

The Agreement ends on 07 September 2023 which is the **Agreement End Date**.

Activity Schedule

In undertaking the Activity, the Grantee will meet the following milestones by the due dates.

Milestone number	Milestone name and description	Due date
001	Commence Project/Procurement * Tender and engage suppliers and contractors	31/03/2021
002	Project Implementation - Fencing * Installation of fencing and gates at Princess and Kadimah Gardens	30/09/2022
003	Project Implementation - Security Lighting * Installation of security lighting at Princess and Kadimah Gardens	30/10/2022
004	Project Implementation - CCTV * Design and Installation of CCTV at Princess and Kadimah Gardens	30/11/2022
005	Project Implementation - Intercoms * Installation of intercoms and swipe systems at Princess and Kadimah Gardens	30/11/2022
006	Testing, Commissioning and Handover * Testing and commissioning of the security equipment - fencing, gates, security lighting, intercoms, swipe systems and CCTV installed at Princess and Kadimah Gardens	31/12/2022
007	Project Finalisation * Preparation of final project report and acquittal * Independent audit report	31/03/2023

D. Payment of the Grant

The total amount of the Grant is \$835,997 (plus GST if applicable).

The Grant will be provided at up to 100.00 per cent of eligible expenditure as defined in the grant opportunity guidelines.

The Grant will be paid over the following financial years subject to sufficient Program funding being available. The Commonwealth is not obliged to make a payment if it would result in the amount paid in a financial year exceeding the annual capped amount for that financial year as specified in this table.

Financial year	Annual capped amount (GST excl)
2020/21	\$125,400
2021/22	\$125,400
2022/23	\$585,197
Total	\$835,997

An initial payment will be made on execution of the Grant Agreement. Subsequent payments will be paid six monthly, in advance, based on forecast eligible expenditure and adjusted for unspent amounts from previous payments. Payments are subject to satisfactory progress on the project and compliance by the Grantee with its obligations under this Agreement.

An end of project payment of at least 5 per cent of the Grant will be withheld until the Grantee submits a satisfactory end of project report demonstrating end of project reporting obligations have been met.

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.

The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

The Grantee acknowledges that where it is registered for Goods and Services Tax (GST) it will notify the Commonwealth if it subsequently ceases to be registered for GST.

GST means a tax that is payable under GST law as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the reporting requirements (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress report 1	11/10/2020	10/04/2021	Completion of progress report on the portal	10/05/2021

Report type	Period start date	Period end date	Agreed evidence	Due date
Compliance with working with children obligations	11/10/2020	10/10/2021	Completion of certified statement on the portal	10/10/2021
Progress report 2	11/04/2021	10/10/2021	Completion of progress report on the portal	09/11/2021
Progress report 3	11/10/2021	10/04/2022	Completion of progress report on the portal	10/05/2022
Compliance with working with children obligations	11/10/2021	10/10/2022	Completion of certified statement on the portal	10/10/2022
Progress report 4	11/04/2022	10/10/2022	Completion of progress report on the portal	09/11/2022
End of project report	11/10/2020	31/03/2023	Completion of end of project report on the portal	30/04/2023
Independent Audit Report	11/10/2020	31/03/2023	Independently audited financial report verifying expenditure in accordance with the grant agreement	30/04/2023

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s22
Position	
Address	U 52 7-11 Princess St ROSE BAY NSW 2029
Business hours telephone	s22
Mobile	

Email	s22
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Commonwealth representative and address

Name of representative	s22
Position	
Postal address	GPO Box 2013 CANBERRA ACT 2601
Physical address	10 Binara Street CANBERRA ACT 2600
Business hours telephone	s22
Email	SaferCommunities5@industry.gov.au

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

G. Supplementary Terms

G1 Other Contributions

Not applicable

G2 Activity Budget

G2.1 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistent with the following budget:

Financial year 2020/21

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Purchase and installation of fixed or mobile CCTV cameras	s47E(d)
Project expenditure	Purchase and installation of intercoms and swipe access	
Project expenditure	Labour expenditure for project management (up to 5% of total eligible costs)	
Project expenditure	Purchase and installation of blast walls	
Project expenditure	Purchase and installation of public address systems	
Project expenditure	Purchase and installation of security and alarm systems	
Project expenditure	Purchase and installation of fencing	

Project expenditure	Labour on-costs and administrative overhead (up to 30% of total eligible labour costs)	s47E(d)
Project expenditure	Other eligible expenditure	
Project expenditure	Security guard hiring	
Project expenditure	Purchase and installation of security lighting	
Project expenditure	Contract Expenditure	
Project expenditure	Purchase and installation of bollards	
Financial year total		\$125,400

Financial year 2021/22

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Labour on-costs and administrative overhead (up to 30% of total eligible labour costs)	s47E(d)
Project expenditure	Labour expenditure for project management (up to 5% of total eligible costs)	
Project expenditure	Purchase and installation of blast walls	
Project expenditure	Security guard hiring	
Project expenditure	Purchase and installation of fencing	
Project expenditure	Purchase and installation of security lighting	
Project expenditure	Purchase and installation of intercoms and swipe access	
Project expenditure	Purchase and installation of public address systems	
Project expenditure	Other eligible expenditure	
Project expenditure	Purchase and installation of fixed or mobile CCTV cameras	
Project expenditure	Purchase and installation of security and alarm systems	
Project expenditure	Contract Expenditure	
Project expenditure	Purchase and installation of bollards	
Financial year total		

Financial year 2022/23

Head of expenditure	Breakdown of expenditure	Agreed project cost
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Project expenditure	Labour on-costs and administrative overhead (up to 30% of total eligible labour costs)	s47E(d)
Project expenditure	Labour expenditure for project management (up to 5% of total eligible costs)	
Project expenditure	Security guard hiring	
Project expenditure	Purchase and installation of fixed or mobile CCTV cameras	
Project expenditure	Purchase and installation of public address systems	
Project expenditure	Purchase and installation of bollards	
Project expenditure	Other eligible expenditure	
Project expenditure	Purchase and installation of blast walls	
Project expenditure	Purchase and installation of security and alarm systems	
Project expenditure	Purchase and installation of security lighting	
Project expenditure	Contract Expenditure	
Project expenditure	Purchase and installation of intercoms and swipe access	
Project expenditure	Purchase and installation of fencing	
Financial year total		\$585,195

All financial years

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Contract Expenditure	s47E(d)
Project expenditure	Labour expenditure for project management (up to 5% of total eligible costs)	
Project expenditure	Labour on-costs and administrative overhead (up to 30% of total eligible labour costs)	
Project expenditure	Other eligible expenditure	
Project expenditure	Purchase and installation of blast walls	
Project expenditure	Purchase and installation of bollards	
Project expenditure	Purchase and installation of fencing	
Project expenditure	Purchase and installation of fixed or mobile CCTV cameras	

Project expenditure	Purchase and installation of intercoms and swipe access	s47E(d)
Project expenditure	Purchase and installation of public address systems	
Project expenditure	Purchase and installation of security and alarm systems	
Project expenditure	Purchase and installation of security lighting	
Project expenditure	Security guard hiring	
All financial years total		\$835,997

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

G3 Record keeping

G3.1 The Grantee agrees to:

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

G3.2 The Grantee agrees to maintain the records for five years after the Activity 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 The Grantee may be required to provide the Commonwealth with an independent audit report verifying that the Grant was spent in accordance with this Agreement.

G4.2 Independently audited financial acquittal reports must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
- (b) a Certified Practising Accountant; or
- (c) a member of the Institute of Public Accountants; or
- (d) a member of Chartered Accountants Australia and New Zealand who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

G5 Activity Material

Not applicable

G6 Access

G6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause G6.1.

G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G7 Equipment and Assets

Not applicable

G8 Relevant qualifications or skills

Not applicable

G8A Child safety

G8A.1 If the Activity or any part of the Activity involves the Grantee employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Activity, the Grantee agrees:

- (a) to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described; and
- (b) if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with clause G8A in such form as may be specified by the Commonwealth.

G9 Activity specific legislation, policies and industry standards

Not applicable

G9A Fraud

Not applicable

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 (if applicable)

G12.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G12.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust
- (c) it has entered into this Agreement for the proper administration of the Trust;

- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it;
and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

Signatures

Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science, Energy and Resources.

Name	s22
Position	
Date	11 November 2020

Grantee

Full legal name of the Grantee	B'NAI B'RITH RETIREMENT VILLAGES LIMITED. ABN: 93000971399
Name of Authorised Representative	s22
Date	10 November 2020

Schedule 1 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, while legally binding, 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 Agreement.

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.

- **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

Schedule 2 Reporting requirements

Appendix 1

Safer Communities Fund Round 5 Infrastructure Grants - progress report requirements

You will need to provide the following information in your progress reports. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

Project progress

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.
- c. Is the overall project proceeding in line with your grant agreement?
If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.
- d. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

Project outcomes

- a. Outline the project outcomes achieved to date.

Project expenditure

Provide the following information about your eligible project expenditure. Eligible expenditure is divided into the same categories as the budget in your application.

All expenditure should be GST inclusive, less GST credits you can claim. We may ask you to provide evidence of costs incurred.

Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.

- a. What is the eligible expenditure you have incurred in this reporting period?
- b. What is the estimated eligible expenditure for the next reporting period?
- c. What is the estimated eligible expenditure for remaining reporting periods in current financial year (if applicable)?
- d. What is the estimated total eligible expenditure for future financial years?
- e. What is the estimated total eligible expenditure for the project?
- f. Briefly explain the reason for any changes between the forecast and actual expenditure for the current reporting period, and any significant changes to the forecast budget for the remainder of the project.
- g. Is the project expenditure broadly in line with the activity budget in the grant agreement?
If no, explain the reasons.

Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress.
- b. Attach copies of any published reports and promotional material, relating to the project.

Certification

You must ensure an authorised person completes the report and can certify the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The activities undertaken and the expenditure incurred is in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Appendix 2

Safer Communities Fund Round 5 Infrastructure Grants end of project report requirements

You will need to provide the following information in your end of reports. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

Project achievements

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.

Project outcomes

- a. Outline the project outcomes achieved by the project end date.
- b. Do the achieved project outcomes align with those specified in the grant agreement?
If no, explain why.
- c. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

Project benefits

- a. What benefits has the project achieved?
You may wish to describe benefits or changes in crime, violence, anti-social behaviour and/or other security risks and improved community safety and wellbeing in your community. You are encouraged to provide evidence (e.g. crime rates or a summary of assistance on investigations).
- b. What ongoing impact will the project have?

- c. Did the project result in any unexpected benefits?
If yes, explain why.
- d. Is there any other information you wish to provide about your project?
If yes, provide details.
- e. How has the community responded?
For example:
- a. Was there any feedback (good or bad) from your community about the project?
 - b. Was there any publicity about the project in your local media or newsletters? (please include a copy or a website link if available).
- f. What external factors had an impact on the effectiveness of this project? Were there any obstacles that were encountered? What did you do to overcome them?

Total eligible project expenditure

- a. Indicate the total eligible project expenditure incurred. Eligible expenditure is divided into the same categories as the budget in your application.

All expenditure should be GST inclusive, less GST credits you can claim. We may ask you to provide evidence of costs incurred.

Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.
- b. Provide any comments you may have to clarify any figures.
- c. Was the expenditure incurred in accordance with the activity budget in the grant agreement?

If no, explain the reason for a project underspend or overspend, or any other significant changes to the budget.

Updated business indicators

- a. Provide the following financial data for your organisation for your latest complete financial year

These fields are mandatory and entering \$0 is acceptable if applicable.
- Financial year completed
 - Sales revenue (turnover)
 - Export revenue
 - R&D expenditure
 - Taxable income
 - Number of employees including working proprietors and salaried directors (headcount)
 - Number of independent contractors (headcount)

Attachments

- a. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.

- b. Attach copies of any published reports and promotional material, relating to the project.

Certification

You must ensure an authorised person completes the report and can certify the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The activities undertaken and the expenditure incurred is in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Appendix 3

Safer Communities Fund Round 5 Infrastructure Grants Compliance with working with children obligations

Where applicable, you will need to answer the following questions in your annual statement of compliance. The Commonwealth reserves the right to amend or adjust the requirements.

You must submit your annual statement of compliance as you would a report on the [portal](#).

Statement of compliance

- 1 Is the organisation, and persons working with children on behalf of the organisation in relation to the Activity, compliant with Commonwealth, state or territory legislation?
- 2 Has the organisation completed a risk assessment in relation to the Activity and all persons who may engage with children in association with the Activity?
- 3 Has the organisation put in place an appropriate strategy to manage risks identified through the risk assessment?
- 4 Has the organisation delivered training and established a compliance regime to ensure that all persons who may engage with children are aware of, and comply with:
 - the National Principles for Child Safe Organisations
 - the risk management strategy in item 3 above
 - relevant legislation relating to requirements for working with children, including working with children checks
 - relevant legislation relating to requirements for working with vulnerable people, including working with vulnerable people checks; and
 - relevant legislation relating to mandatory reporting of suspected child abuse or neglect however described?

Certification

You must ensure an authorised person completes the report and can certify the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The activities undertaken and the expenditure incurred is in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

