



Grant Opportunity Guidelines

Australian Made Makes Australia – ad hoc grant to Australian Made Campaign Limited (ABN: 20 086 641 527)

| | |
|-----------------------------------|---|
| Commonwealth policy entity | Department of Industry, Science and Resources (DISR) |
| Administering entity | Department of Industry, Science and Resources (DISR) |
| Enquiries | If you have any questions, contact us at adhc@industry.gov.au . |
| Date guidelines released: | 1 July 2025 |
| Type of grant opportunity | One off/ ad hoc |

Contents

| | |
|---|-----------|
| 1. About the grant | 3 |
| 2. Grant amount and grant period | 3 |
| 3. Grant selection process | 3 |
| 3.1. Eligibility criteria | 3 |
| 3.2. Who is not eligible? | 4 |
| 3.3. Eligible activities | 4 |
| 3.4. Eligible expenditure | 4 |
| 3.5. Ineligible activities and expenditure..... | 5 |
| 4. Your proposal | 5 |
| 5. How to submit your proposal..... | 6 |
| 6. How we assess your proposal | 6 |
| 7. Who will approve the grant? | 6 |
| 8. Notification of the grant..... | 6 |
| 9. Grant agreement | 7 |
| 9.1. Variations to the grant agreement..... | 7 |
| 9.2. Specific legislation, policies and industry standards | 7 |
| 9.3. Australian Industry Participation (AIP)..... | 8 |
| 9.4. Tax obligations | 8 |
| 10. Grant acquittal, payment and reporting | 8 |
| 10.1. How we pay the grant..... | 8 |
| 10.2. Keeping us informed..... | 8 |
| 10.3. Reporting | 9 |
| 10.4. Independent audits | 9 |
| 10.5. Compliance visits | 10 |
| 11. Grant acknowledgement..... | 10 |
| 12. Announcement of grants..... | 10 |
| 13. Probity | 10 |
| 13.1. Conflicts of interest..... | 10 |
| 13.2. How we use your information..... | 11 |
| 13.3. National Security | 12 |
| 13.4. Disclosure of Commonwealth, state or territory financial penalties | 14 |
| 13.5. Enquiries and feedback | 14 |

1. About the grant

The Australian Made Makes Australia grant opportunity will run in financial year 2025 to 2026.

This grant opportunity will promote the Australian Made, Australian Grown (AMAG) logo in the domestic market. It contributes to achieving the Department of Industry, Science and Resources (DISR) Outcome One: Support economic growth, productivity and job creation for all Australians by investing in science, technology and commercialisation, growing innovative and competitive businesses, industries and regions, and supporting a strong resources sector.

The objectives of the grant are to:

- strengthen the depth and reach of Australian Made products with Australian consumers
- increase the reputation, awareness and uptake of the AMAG logo with Australian manufacturers.

The intended outcomes of the grant are:

- increased awareness for Australian products from Australian consumers
- increased number of eligible manufacturers using the Australian Made logo
- increased visibility of Australian manufacturers and their products through the licencing and advertising of the AMAG logo
- easier identification of Australian-made products through dedicated online and broadcast media campaigns.

The Department of Industry, Science and Resources (the department/we) will administer the grant. We administer the grant according to the [Commonwealth Grants Rules and Principles](#) (CGRPs).¹

2. Grant amount and grant period

The grant will be \$20 million for financial year 2025-26.

Your project can commence from the date you are advised that your application is assessed as eligible. You must complete your project by 30 June 2026.

3. Grant selection process

This grant opportunity is a one-off or ad hoc grant. The department considers that this is an appropriate type of selection process as it meets a specific urgent and unexpected need, is only available to the identified recipient, and funding will not be available on an ongoing basis.

The Australian Made Campaign Limited (AMCL) (ABN: 20 086 641 527) has been identified as the appropriate recipient because:

- it has a well-established record of delivering the same or similar activities
- the AMAG logo and related licencing activity is administered by them.

3.1. Eligibility criteria

The grantee is Australian Made Campaign Limited (AMCL) (ABN: 20 086 641 527).

¹ <https://www.finance.gov.au/government/commonwealth-grants/commonwealth-grants-rules-and-principles-2024>

3.2. Who is not eligible?

You are not eligible to apply if you:

- are not the entity listed at section 3.1
- or your project partner is listed on the National Redress Scheme's website as an institution that has not joined or signified its intent to join the Scheme (www.nationalredress.gov.au)
- have 100 or more employees and have not complied with the *Workplace Gender Equality Act (2012)*.

3.3. Eligible activities

To be eligible your project must be consistent with achieving the objectives and outcomes in section 1.

Eligible activities must directly relate to the project and include:

- promotion of uptake, use and awareness of the AMAG logo
- promotion of purchase of products carrying the AMAG logo
- licence fee subsidies payable for use of the AMAG logo
- general promotion of purchase of products made or grown in Australia, on the internet, television or radio.

We may also approve other activities that are within the scope of the intended outcomes of the grant.

3.4. Eligible expenditure

You can only spend grant funds on eligible expenditure you have incurred on an agreed project as defined in your grant agreement.

Eligible expenditure items include:

- direct labour costs of employees you directly employ on the core elements of the project. We consider a person an employee when you pay a regular salary or wage, out of which you make regular tax instalment deductions
- up to 30 per cent labour on costs to cover employer paid superannuation, payroll tax, workers compensation insurance, and overheads such as office rent and the purchase or provision of computing equipment directly required or related to the delivery of the project
- contract expenditure covering the cost of eligible project activities that are contracted to others. All contractors must have a written contract prior to starting any project work. Invoices from contractors must contain a detailed description and breakdown of the work including hours and hourly rates
- domestic travel limited to the reasonable cost of accommodation and transportation required to conduct agreed project activities in Australia. Travel must be at an economy rate
- staff training that directly supports the achievement of project outcomes
- the cost of an independent audit of project expenditure up to a maximum of \$30,000.

Not all expenditure on your project may be eligible for grant funding. The Program Delegate (who is a General Manager with responsibility for administering the program) makes the final decision on what is eligible expenditure and may approve other activities.

To be eligible, expenditure must be:

- a direct cost of the project, or
- incurred by you for required project audit activities.

You must incur the project expenditure between the project start and end date for it to be eligible unless stated otherwise. You may elect to commence your project from the date you are advised your application is eligible. We are not responsible for any expenditure you incur until a grant agreement is executed. The Commonwealth will not be liable, and should not be held out as being liable, for any activities undertaken before the grant agreement is executed.

Where your project commences prior to execution of a grant agreement any expenditure incurred is at your own risk. Refer to section 9 for further information.

3.5. Ineligible activities and expenditure

Expenditure items that are not eligible include:

- cost of activities which are part of AMAG licensee business or operational costs (including the cost of a licensee attending a trade show and marketing materials specific to a particular licensee)
- activities which have been funded under another grant program
- marketing and advertising that is not directly related to project activities
- marketing or promotional campaigns related to general “buy local” or “Australian made” initiatives that are not directly related to the AMAG logo, except where these campaigns are conducted via broadcast media or the internet
- travel that is not directly related to project activities
- routine operating expenses not accounted as labour on costs – including communications, accommodation, overheads and consumables not directly related to the project, e.g. paper, printer cartridges, office supplies
- recurring or ongoing operational expenditure (including annual maintenance, rent, water and rates, postage, legal and accounting fees and bank charges)
- financing costs, including interest
- debt financing
- non-project related staff training and development costs
- costs related to preparing the grant application, preparing any project reports (except costs of independent audit reports we require) and preparing any project variation requests.

Other expenditure may be ineligible as determined by the Program Delegate.

4. Your proposal

The grant is subject to an acceptable proposal that includes:

- contact name and position details
- project description
- project start and end date
- details of project milestones including the key activities relevant to each milestone
- your plan to manage the project, including risks and proposed mitigations
- project budget (split over financial years).

5. How to submit your proposal

You will need to set up an account to access our online portal. The portal allows you to apply for and manage a grant or service in a secure online environment. To submit your proposal, you must:

- complete an application through the portal
- provide all the information requested
- address all eligibility criteria
- include all necessary attachments.

You can view and print a copy of your submitted application on the portal for your own records.

You are responsible for making sure your application is complete and accurate. Giving false or misleading information is a serious offence under the *Criminal Code Act 1995* (Cth). If we consider that you have provided false or misleading information we may not progress your application. If you find an error in your application after submitting it, you should call us immediately on 13 28 46.

If we find an error or information that is missing, we may ask for clarification or additional information from you that will not change the nature of your application.

If you need further guidance around the application process, or if you have any issues with the portal, contact us at adhc@industry.gov.au.

6. How we assess your proposal

In assessing your proposal, we will consider whether:

- your project aligns with the policy intent
- your project is appropriately costed and represents value with relevant money
- your proposed activities and expenditure are eligible
- you can deliver your project on time and to budget as identified in supporting documents
- the level of risk associated with the project and its implementation is manageable and acceptable.

7. Who will approve the grant?

The Program Delegate will make the final decision to approve the grant.

The Program Delegate's decision is final in all matters, including:

- the grant approval
- the grant funding to be awarded
- any conditions attached to the offer of grant funding.

The program delegate must not approve grant funding if there are insufficient program funds available or if the application does not represent value for relevant money.

8. Notification of the grant

We will advise you of the outcome of your application in an email. If you are successful, we will advise you of any specific conditions attached to the grant.

9. Grant agreement

You must enter into a legally binding grant agreement with the Commonwealth. The grant agreement has general terms and conditions that cannot be changed.

We will manage the grant agreement through the portal. Accepting the grant agreement through the portal is the equivalent of signing a grant agreement. After you have accepted it we will execute the agreement. Execute means both you and the Commonwealth Government have entered into the grant agreement. We will provide you a copy of the executed agreement. The agreement will not become binding until it is executed.

We must execute a grant agreement with you before we can make any payments. We are not responsible for any expenditure you incur before a grant agreement is executed. Any activities undertaken prior to signing the grant agreement are at your own risk and the Commonwealth will have no liability to make payments for this expenditure if no grant agreement is ever executed. However, if a grant agreement is executed, expenditure incurred by you that is eligible expenditure between the date you are advised that your application is eligible and the execution of the grant agreement can be considered as a project cost.

The approval of your grant may have specific conditions determined by the assessment process or other considerations made by the Program Delegate. We will identify these in the offer of grant funding.

The Commonwealth may recover grant funds if there is a breach of the grant agreement.

You will have 30 days from the date we notify you of your success to execute the grant agreement with the Commonwealth. During this time, we will work with you to finalise details.

The offer may lapse if both parties do not accept the grant agreement within this time. Under certain circumstances, we may extend this period. We base the approval of your grant on the information you provide in your application. We will review any required changes to these details to ensure they do not affect the project as approved by the Program Delegate.

9.1. Variations to the grant agreement

We recognise that unexpected events may affect project progress. In these circumstances, you can request a variation to your grant agreement, including:

- changing project milestones
- changing project activities
- extending the timeframe for completing the project.

If you want to propose changes to the grant agreement, you must put them in writing before the project end date, for the Program Delegate to consider.

9.2. Specific legislation, policies and industry standards

You must comply with all relevant laws, regulations and Australian Government sanctions in undertaking your project. You must also comply with the specific legislation/policies/industry standards that follow. It is a condition of the grant funding that you meet these requirements. We will include these requirements in your grant agreement.

In particular, you will be required to comply with:

- State or territory legislation in relation to working with children.

9.3. Australian Industry Participation (AIP)

If your approved grant is equal to or over \$20 million, you may need to develop an Australian Industry Participation plan (AIP plan) in accordance with the AIP policy. The AIP policy area will consider whether you need to complete an AIP plan based on the nature of your project and opportunities for Australian suppliers to provide goods and services.

If it is determined that you require an AIP plan:

- The department must approve your AIP plan prior to entering into a grant agreement
- We will publish an executive summary of your approved AIP plan at www.industry.gov.au/aip once we execute the grant agreement
- You must submit Implementation Reports showing how you are implementing the AIP plan.

More information on AIP plan requirements can be found at www.industry.gov.au/aip.

9.4. Tax obligations

If you are registered for the Goods and Services Tax (GST), where applicable we will add GST to your grant payment and provide you with a recipient created tax invoice. You are required to notify us if your GST registration status changes during the project period. GST does not apply to grant payments to government related entities.²

Grants are assessable income for taxation purposes, unless exempted by a taxation law. We recommend you seek independent professional advice on your taxation obligations or seek assistance from the Australian Taxation Office.³ We do not provide advice on tax.

10. Grant acquittal, payment and reporting

10.1. How we pay the grant

We will make payments according to an agreed schedule set out in the grant agreement. Payments are subject to satisfactory progress on the project.

10.2. Keeping us informed

You should let us know if anything is likely to affect your project or organisation.

We need to know of any key changes to your organisation or its business activities, particularly if they affect your ability to complete your project, carry on business and pay debts due.

You must also inform us of any changes to your:

- name
- addresses
- nominated contact details
- bank account details.

If you become aware of a breach of terms and conditions under the grant agreement, you must contact us immediately.

² See Australian Taxation Office ruling GSTR 2012/2 available at ato.gov.au

³ [https://www.ato.gov.au/](http://www.ato.gov.au/)

You must notify us of events relating to your project and provide an opportunity for the Minister or their representative to attend.

10.3. Reporting

You must submit reports through the portal in line with the grant agreement. We will provide the requirements for these reports as appendices in the grant agreement. We will remind you of your reporting obligations before a report is due. We will expect you to report on:

- progress against agreed project milestones
- project expenditure, including expenditure of grant funds.

The amount of detail you provide in your reports should be relative to the project size, complexity and grant amount.

10.3.1. Progress reports

Progress reports must:

- include details of your progress towards completion of agreed project activities
- show the total eligible expenditure incurred to date
- include evidence of expenditure (if requested)
- be submitted by the report due date (you can submit reports ahead of time if you have completed relevant project activities).

We will only make grant payments when we receive satisfactory progress reports.

You must discuss any project or milestone reporting delays with us as soon as you become aware of them.

10.3.2. End of project report

When you complete the project, you must submit an end of project report.

End of project reports must:

- include the agreed evidence as specified in the grant agreement
- identify the total eligible expenditure incurred for the project
- include a declaration that the grant money was spent in accordance with the grant agreement and to report on any underspends of the grant money
- be submitted by the report due date.

10.3.3. Ad-hoc reports

We may ask you for ad-hoc reports on your project. This may be to provide an update on progress, or any significant delays or difficulties in completing the project.

10.4. Independent audits

We will ask you to provide an independent audit report. An audit report will verify that you spent the grant in accordance with the grant agreement. The audit report requires you to prepare a statement of grant income and expenditure. The report template is available on GrantConnect.

10.5. Compliance visits

We may visit you during the project period, or at the completion of your project to review your compliance with the grant agreement. We will provide you with reasonable notice of any compliance visit.

11. Grant acknowledgement

If you make a public statement about a project funded under the program, including in media releases, on social media and in a brochure or publication, you must acknowledge the grant by using the following:

'This project received grant funding from the Australian Government.'

12. Announcement of grants

We publish details of successful projects on GrantConnect as required by the [Commonwealth Grants Rules and Principles](#) unless otherwise prohibited by law. We may also publish this information on business.gov.au. This information may include:

- name of your organisation
- title of the project
- description of the project and its intended outcomes
- amount of grant funding awarded
- Australian Business Number
- business location
- your organisation's industry sector.

13. Prouity

We will make sure that the grant opportunity process is fair, according to the guidelines, incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct and is consistent with the CGRPs.

13.1. Conflicts of interest

Any conflicts of interest could affect the performance of the grant opportunity or program. There may be a conflict of interest, or perceived conflict of interest, if our staff, or our Commonwealth Policy entity staff, any member of a committee or advisor and/or you or any of your personnel:

- has a professional, commercial or personal relationship with a party who is able to influence the application selection process, such as an Australian Government officer
- has a relationship with or interest in, an organisation, which is likely to interfere with or restrict the applicants from carrying out the proposed activities fairly and independently or
- has a relationship with, or interest in, an organisation from which they will receive personal gain because the organisation receives a grant under the grant program/ grant opportunity.

As part of your application, we will ask you to declare any perceived or existing conflicts of interests or confirm that, to the best of your knowledge, there is no conflict of interest.

If you later identify an actual, apparent, or perceived conflict of interest, you must inform us in writing immediately.

Conflicts of interest for Australian Government staff are handled as set out in the Australian [Public Service Code of Conduct \(Section 13\(7\)\)⁴](#) of the *Public Service Act 1999* (Cth). Committee members and other officials including the decision maker must also declare any conflicts of interest.

We publish our [conflict of interest policy⁵](#) on the department's website. The Commonwealth policy entity also publishes a conflict of interest policy on its website.

13.2. How we use your information

Unless the information you provide to us is:

- confidential information, or
- personal information,

we may share the information with other government agencies for a relevant Commonwealth purpose such as:

- to improve the effective administration, monitoring and evaluation of Australian Government programs
- for research
- to announce the awarding of grants.

13.2.1. How we handle your confidential information

We will treat the information you give us as sensitive and therefore confidential if it meets all of the following conditions:

- you clearly identify the information as confidential and explain why we should treat it as confidential
- the information is commercially sensitive
- disclosing the information would cause unreasonable harm to you or someone else
- you provide the information with an understanding that it will stay confidential.

13.2.2. When we may disclose confidential information

We may disclose confidential information to:

- our Commonwealth employees and contractors, to help us manage the program effectively
- the Auditor-General, Ombudsman or Privacy Commissioner
- the responsible Minister or Assistant Minister
- a House or a Committee of the Australian Parliament.

We may also disclose confidential information if:

- we are required or authorised by law to disclose it
- you agree to the information being disclosed, or
- someone other than us has made the confidential information public.

⁴ <https://www.legislation.gov.au/Details/C2019C00057>

⁵ <https://www.industry.gov.au/publications/conflict-interest-policy>

13.2.3. How we use your personal information

We must treat your personal information according to the Australian Privacy Principles (APPs) and the *Privacy Act 1988* (Cth). This includes letting you know:

- what personal information we collect
- why we collect your personal information
- to whom we give your personal information.

We may give the personal information we collect from you to our employees and contractors, and other Commonwealth employees and contractors, so we can:

- manage the program
- research, assess, monitor and analyse our programs and activities.

We, or the Minister, may:

- announce the names of successful applicants to the public
- publish personal information on the department's websites.

You may read our [Privacy Policy](#)⁶ on the department's website for more information on:

- what is personal information
- how we collect, use, disclose and store your personal information
- how you can access and correct your personal information.

13.2.4. Freedom of information

All documents in the possession of the Australian Government, including those about the program, are subject to the *Freedom of Information Act 1982* (Cth) (FOI Act).

The purpose of the FOI Act is to give members of the public rights of access to information held by the Australian Government and its entities. Under the FOI Act, members of the public can seek access to documents held by the Australian Government. This right of access is limited only by the exceptions and exemptions necessary to protect essential public interests and private and business affairs of persons in respect of whom the information relates.

If someone requests a document under the FOI Act, we will release it (though we may need to consult with you and/or other parties first) unless it meets one of the exemptions set out in the FOI Act.

13.3. National Security

Eligible activities under this grant may have national security implications. It is your responsibility to consider any such implications of the proposed project and identify and manage any risks, particularly relating to export controls, intellectual property protection, espionage and foreign interference and unwanted transfer of technology, data or other knowledge.

You must inform the department if you identify any material risks relating to national security. To assist with managing security risks, you are strongly encouraged to review the department's [Guide to undertaking international collaboration](#).⁷

⁶ <https://www.industry.gov.au/data-and-publications/privacy-policy>

⁷ <https://www.industry.gov.au/strategies-for-the-future/increasing-international-collaboration/a-guide-to-undertaking-international-collaboration>

13.3.1. Know Your Partner

You should ensure that you know who you are collaborating with by undertaking appropriate due diligence, proportionate to the risk and subject to available information, on all partners and personnel participating in the project. This should take into account any potential security, ethical, legal and reputational risks, and, where necessary, you should be prepared to demonstrate how you will manage and mitigate any identified risks.

13.3.2. Export Controls

Australia's export control regime limits the overseas transfer of goods and technologies listed on the [Defence and Strategic Goods List](#) (DSGL). The regime may apply to the export of products, and to any situation involving the overseas transfer, sharing, publication or brokering of controlled goods, technology, software or related knowledge.

It is your responsibility to consider whether the export control regime applies to your activity. If you are unsure whether your activity may require an export license, you should review the [self-assessment guide for 'controlled items'](#) and/or contact [Defence Export Controls](#) (DEC).

13.3.3. Foreign Affiliations

Eligible activities under this grant may involve partners or personnel with foreign affiliations. You must inform us of any relationships between project participants and foreign parties that could influence or benefit from the proposed activity. Such relationships may include foreign ownership or sponsorship, connections to foreign governments, militaries, political parties, or other organisations, and membership of foreign talent programs. You must also inform us of the establishment of any such relationships throughout the life of the grant.

This grant will not fund any procurement, commercial, business development or supply chain activity by a lead, partner or subcontractor from any countries listed on the [Autonomous Sanctions Regulations](#). This includes any goods or services originating from a sanctioned source.

13.3.4. Foreign Government Affiliations

Eligible activities under this grant may involve partners or personnel with connections to foreign governments. You must inform us if you, your project partners or any project personnel are receiving funding or benefits from, or otherwise affiliated with, a foreign government, including:

- a foreign state or local government
- a foreign military, intelligence organisation or police force
- an organisation owned or sponsored by a foreign government (such as a state-owned corporation or state-sponsored university)
- a foreign government talent program.

You must also inform us of the establishment of any such relationships throughout the life of the grant.

13.3.5. Intellectual property rights

You must provide details of Intellectual Property (IP) arrangements in your proposal. This includes both the use of IP in the project and the proposed ownership rights to IP generated by the project as well as strategies for protecting Australia's interests. Where IP is likely to be generated by the project, successful applicants are required to provide protocols for its management including

arrangements in place between partners on management and ownership of IP. The agreements should be in accordance with laws and regulations in Australia and provide for:

- adequate and effective protection and equitable distribution of any benefits from IP rights created in or resulting directly from cooperative activities (foreground IP rights)
- ownership of foreground IP rights to be allocated on the basis of respective contribution and equitable interests
- terms and conditions for the commercialisation and other forms of dissemination of the foreground IP rights
- adequate and effective protection of IP rights provided by the organisations, enterprises and institutions prior to or in the course of such cooperative activities, for example, the licensing or utilisation of such IP rights on equitable terms (background IP rights).

Australian participants should approach IP negotiations in line with the principles outlined on business.gov.au and may wish to refer to IP Australia's resources on commercialisation and collaboration.

13.4. Disclosure of Commonwealth, state or territory financial penalties

You must disclose whether any of your board members, management or persons of authority have been subject to any pecuniary penalty, whether civil, criminal or administrative, imposed by a Commonwealth, state, or territory court or a Commonwealth, state, or territory entity. If this is the case, you must provide advice to the department regarding the matter for consideration.

13.5. Enquiries and feedback

For further information or clarification, you can contact us on 13 28 46 or by [web chat](#) or through our [online enquiry form](#) on business.gov.au.

We may publish answers to your questions on our website as Frequently Asked Questions.

Our [Customer Service Charter](#) is available at business.gov.au. We use customer satisfaction surveys to improve our business operations and service.

If you have a complaint, call us on 13 28 46. We will refer your complaint to the appropriate manager.

If you are not satisfied with the way we handle your complaint, you can contact:

Head of Division

Business Grants Hub Division

Department of Industry, Science and Resources

GPO Box 2013

CANBERRA ACT 2601

You can also contact the [Commonwealth Ombudsman](#)⁸ with your complaint (call 1300 362 072).

There is no fee for making a complaint, and the Ombudsman may conduct an independent investigation.

⁸ <http://www.ombudsman.gov.au/>



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

PROTECTED

Ministerial Submission

MS25-000606

FOR ACTION - Australian Made Grant - Options for Funding

TO: Minister for Industry and Innovation; Minister for Science

CC: Assistant Minister for Science, Technology and the Digital Economy

TIMING

Urgent: As discussed with Advisors

Recommendation

- That you agree to reprofile funding of \$20 million over FY 25/26 for the Buy Australian Campaign/Australian Made Grant via one of the following options.

s 47C

Please circle preferred option

s 47F

Signature

Date: 18/6/2025

PROTECTED

Ministerial Submission | 1

KEY POINTS

s 22(1)(a)(ii)

s 47C

s 22(1)(a)(ii)

s 47C

Clearance Officer

Donna Looney
Head of Division
International Strategy and National Security
29/05/2025

Contact Officer

Matthew Deady
A/g General Manager, Trade, Americas,
Europe and India Branch
Ph. **s 22(1)(a)(ii)** mob. **s 22(1)(a)(ii)**

CONSULTATION

- In developing these options, the International Strategy and National Security Division consulted with Business Grants Hub, the Communications Branch and the Sovereign Capability & Supply Chains Division.

PROTECTED

ATTACHMENTS

A: Options to progress Australian Made

Ministerial Submission | 5

PROTECTED

Attachment A

Options to Progress Buy Australian Campaign funding

- The 2025-26 Budget provides \$20 million (page 70) to the department (from Prime Minister and Cabinet) to encourage consumers to buy Australia-made products.
 - The funding is available only in the 2025-26 year.
 - The funding is administered only.
- The authority for the department comes from a Hunting License issued by the Prime Minister.

Options Matrix

s 47C

PROTECTED

PROTECTED

PROTECTED

s 47C

PROTECTED

OFFICIAL: Sensitive

MINUTE



Australian Government
Department of Industry,
Science and Resources

Business Grants Hub

TO: Kathie Dent

Decision Maker – Australian Made Makes Australia – Ad hoc Grant
 Acting General Manager
 Internal and Design Branch
 Business Grants Hub

For Action on Friday, 1 August 2025

AUSTRALIAN MADE MAKES AUSTRALIA – AD HOC GRANT FOR DECISION AND SPENDING PROPOSAL APPROVAL

RECOMMENDATION

| Recommendation | |
|---|--|
| <p>1. That you, in accordance with the Department of Industry, Science and Resources (department) Delegations and consistent with the Grant Opportunity Guidelines and relevant departmental policies:</p> <ul style="list-style-type: none"> a. complete and sign this Minute for Australian Made Campaign Limited indicating you approve the application for funding, including any recommended conditions b. that in making your decision you agreed with the recommendations or where you have deviated from the recommendations you have documented this rationale, in the comments section below, as per the Commonwealth Grants Rules and Principles 2024 (CGRPs) c. agree to make, vary, or administer a grant with Australian Made Campaign Limited consistent with the requirements prescribed under <i>Industry Research and Development (Australian Made Makes Australia Program) Instrument 2025</i>. | <p>Signed/Please discuss</p> <p>Agreed/ Refer to rationale in the comments section of this table</p> <p>Agreed/Not Agreed</p> |
| <p>2. That you agree with the substantive reasons for the spending proposal provided below in accordance with Accountable Authority Instructions (AAI) 2 and that the spending proposal would be an efficient, effective, economical, and ethical use of Commonwealth resources that is consistent with the policies of the Australian Government.</p> | <p>Agreed/Not Agreed</p> |
| <p>3. That you approve the Spending Proposal for up to \$20 million (plus Goods and Services Tax (GST) where applicable) for the Australian Made Makes Australia grant program.</p> | <p>Approved/Not Approved</p> |

BGH Guide to Ad Hoc Grants

Recommendation

Comments:

As recorded above, in accordance with my duties as acting General Manager and Program Delegate, I approve the grant (up to \$20 million) with Australian Made Campaign Limited, as outlined in the spending proposal. Noting that the application was assessed in accordance with the Grant Opportunity Guidelines and found to fully meet the relevant assessment criteria.

s 47F

Kathie Dent

Acting General Manager
Internal and Design Branch
Business Grants Hub

1 August 2025

GRANTS FOR DECISION

1. The applicant was assessed as eligible, and the merit assessment process was conducted in accordance with the Grant Opportunity Guidelines (the Guidelines) (Attachment A). The supported applicant was assessed as fully meeting the relevant assessment criteria established for Australian Made Makes Australia grant program (the Program).
2. Consistent with the Guidelines and the Ethics and Integrity Register (Attachment B), this process was undertaken as an ad hoc grant. The department considers this is an appropriate type of selection process as the grant meets a specific urgent and unexpected need, is only available to the identified recipient, and funding will not be available on an ongoing basis.
3. The grant will be \$20 million for Financial Year 2025-26 to Australian Made Campaign Limited (AMCL) which has been identified as the appropriate recipient. AMCL has a well-established record of delivering the same or similar activities and the Australian Made Australian Grown logo, with related licencing activity, is administered by them.
4. The assessment process was undertaken in accordance with departmental policy on probity requirements as documented in the Divisional Probity Plan and in accordance with the program's Probity Plan (Attachment C).
5. Officials of the department undertook an assessment of the eligible application. The assessment found the applicant to be eligible for funding based on the following:
 - project aligns with the policy intent
 - project is appropriately costed and represents value with relevant money
 - proposed activities and expenditure are eligible
 - applicant can deliver the project on time and to budget as identified in supporting documents
 - level of risk associated with the project and its implementation is manageable and acceptable.
6. As part of the assessment process, the policy team (Trade Facilitation) undertook a detailed analysis of the project budget to ensure proposed expenditure was aligned with the delivery of the project. This included review by Alison Drury, A/g Head of Division, International Strategy and National Security Division who agreed the proposed expenditure will ensure the funding agreed by the government is managed in a reasonable and appropriate way to deliver on the strategic objectives of the Program (Attachment D).
7. The program delivery team conducted due diligence checks on the applicant and associated organisations in line with the Program's Probity Plan. This process, detailed in the Due Diligence Checklist (Attachment E), identified no negative results.
8. The program risk rating is Minor. The Australian Made and Australian Grown label is well established, and this program is aimed to strengthen and refresh the Australian Made campaign. The program's Risk Assessment (Attachment F) notes the project will engage with industry sectors and may involve products or technologies which are in the List of critical technologies in the national interest which raised the risk rating from low to minor.
9. Under the Guidelines, your role is to make the final decision to approve the grant. The Program Delegate's decision is final in all matters, including the approval of the grant, the

grant funding to be awarded and any conditions attached to the offer of grant funding. The Program Delegate must not approve grant funding if there are insufficient program funds available or if the application does not represent value for relevant money.

Background/Summary

10. The Australian Made Makes Australia grant opportunity will provide \$20 million in the Financial Year 2025-2026.

This grant opportunity will promote the Australian Made, Australian Grown (AMAG) logo in the domestic market. It contributes to achieving the Department of Industry, Science and Resources (DISR) Outcome One: Support economic growth, productivity, and job creation for all Australians by investing in science, technology, and commercialisation, growing innovative and competitive businesses, industries and regions, and supporting a strong resources sector.

The objectives of the grant are to:

- strengthen the depth and reach of Australian Made products with Australian consumers
- increase the reputation, awareness, and uptake of the AMAG logo with Australian manufacturers.

The intended outcomes of the grant are:

- increased awareness for Australian products from Australian consumers
- increased number of eligible manufacturers using the Australian Made logo
- increased visibility of Australian manufacturers and their products through the licencing and advertising of the AMAG logo
- easier identification of Australian-made products through dedicated online and broadcast media campaigns.

The Business Grants Portal opened for applications on 1 July 2025 and closed 14 July 2025.

Reasons for the spending proposal (AAI 2)

11. Your decision to approve this grant by signing this Minute will provide the justification for the spending proposal.

Appropriation and spending proposal

12. The breakdown of the spending proposal across all relevant financial years is:

| Australian Made Makes Australia | 2025-26 | Total |
|---|-------------------|-------------------|
| | \$m (GST excl) | \$m (GST excl) |
| Appropriation | 20 | 20 |
| Current Commitments | 0 | 0 |
| Funds Available | 20 | 20 |
| Spending Proposal | 20 | 20 |
| Uncommitted Funds after Spending Proposal | 0 | 0 |

13. In approving this spending proposal, you are also approving any additional amounts associated with the GST component for the grant.

Any potential criticisms and risks

14. There is a risk the grantee may request additional time to complete the project. The grant opportunity will be for one year and completion of activities will be monitored quarterly or more regularly if required. To assist with the tight timeframe for this project, the guidelines inform the grantee may commence the project once notified they are eligible for funding, prior to execution of the grant agreement.

Any conditions on the approval

15. Nil.

PGPA Act - s60 - Contingent Liabilities

16. There are no identified contingent liabilities associated with this spending proposal (Attachment G).

Attachments

- A. [Grant Opportunity Guidelines](#)
- B. [Ethics and Integrity Registers](#)
- C. [Australian Made Makes Australia Probit Plan](#)
- D. [Head of Division email and final budget](#)
- E. [Due Diligence Assessment](#)
- F. [Risk Assessment](#)
- G. [Legal Advice on s60 Contingent Liability](#)

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Program Manager
Internal and Design Branch
Business Grants Hub

1 August 2025

BGH Guide to Ad Hoc Grants

Conflict of Interest Plan

Purpose

The purpose of this register template is to ensure that probity, conflicts of interest (COI's) and complaints are observed, recorded and maintained at all times during the lifecycle of each program. The register is a key artefact of the line 1 Assurance health check which adheres to maintaining departmental probity protocols. All staff and third parties involved in the delivery of a program are required to complete a COI, therefore this template will act as a tracker for managing probity requirements.

COI Procedure

This template must be used to log and track all COI declarations. To maintain confidentiality of all officers, a copy of this template as it's being completed must be saved to a locked Stratus folder within the broader program folder.

Once a COI is declared, the responsible Manager must record the relevant information in the tables below.

To complete a COI use one of these templates as appropriate:

- APS COI declaration template
- Non-APS COI declaration template

If a conflict is declared, the responsible Manager (or their SES, as appropriate) must decide what action is required to address or manage the conflict. Generally, during the engage and design phases, the Design manager is the responsible officer for managing a conflict for design staff. During the select to evaluate phases, the Program Manager is responsible for managing conflicts for all program staff.

Contact the Assurance mailbox at GrantsAssurance@industry.gov.au if you require any further assistance.

Conflicts of interest may be actual, perceived or potential

Actual: Where there is a direct conflict between the private interests of a nominee and the performance of their duties and responsibilities under the Initiative.

Perceived: Where it might appear to others that a nominee's private interests could improperly influence the performance of their duties and responsibilities under the Initiative, whether or not this is in fact the case. A situation that looks like a conflict of interest may be enough to undermine public confidence in the Initiative, even if there is no conflict or if it has already been resolved.

Potential: Where a Nominee has private interests that could interfere with the performance of their duties and responsibilities under the Initiative in the future.

| | | |
|--------------------|--|---|
| Category 1: | Those conflicts of interest where, while it is appropriate and proper to notify the apparent conflict, it is of such a minor nature that it could not be reasonably construed as affecting the officer's ability to give the application or issue at hand full, unbiased and expert consideration. | Officers with Category 1 conflicts may participate fully in the assessment of applications for funding. |
| Category 2: | Those conflicts of interest which, although not minor in nature, are not so material that they should deprive the Department of the officer's services during the consideration of the application or the issue at hand. | Officers with Category 2 conflicts could participate in the assessment of submitted applications but subject to any reasonable limits that are placed on their involvement and participation by the Program Manager and/or Delegate. The decision and the reasons for any such decision must be recorded in the COI register. |
| Category 3: | Those conflicts of interest which are so material that an officer could not, or would be perceived as not able to, give the matter or issue at hand full and unbiased consideration. | Officers with Category 3 conflicts should not participate in an assessment or in any discussions or ranking of that application in respect of which a category 3 conflict has arisen. Any such conflicts, including the details, should be notified to the Department will agree a course of action for managing the conflict and the further participation of the officer in respect of whom the conflict has arisen. The officer must not participate further except in accordance with the restrictions which are agreed by the Department. |

| Name | Position | Date of latest declaration | Link to declaration in locked Stratus Folder | Any COI's declared ? | Persons and/or organisations with interest | Description of conflict | Category | Management Approach | Approved by | Date approved | Application ID/s (include link) | Additional notes |
|----------------|------------------------|----------------------------|--|----------------------|--|-------------------------|----------|---------------------|-------------|---------------|---------------------------------|------------------|
| s 22(1)(a)(ii) | Assistant Manager | 1/07/2025 | s 22(1)(a)(ii) | No | | | | | | | | |
| | Program Officer | 1/07/2025 | | No | | | | | | | | |
| | Senior program officer | 1/07/2025 | | No | | | | | | | | |
| | Manager | 1/07/2025 | | No | | | | | | | | |
| | Program Officer | 1/07/2025 | | No | | | | | | | | |
| | Senior program officer | 1/07/2025 | | No | | | | | | | | |

| | | | | | | | | | | | | |
|---|---------------------------|-----------|---|----|--|--|--|--|--|--|--|--|
| Kimberley Shrives <i>s 22(1)(a)(ii)</i> | General Manager | 1/07/2025 | Kimberley Shrives <i>s 22(1)(a)(ii)</i> | No | | | | | | | | |
| | Program Officer | 1/07/2025 | | No | | | | | | | | |
| | Senior program officer | 1/07/2025 | | No | | | | | | | | |
| | Senior Policy Officer | 3/07/2025 | | No | | | | | | | | |
| | Assistant Manager | 3/07/2025 | | No | | | | | | | | |
| | Assistant Manager | 3/07/2025 | | No | | | | | | | | |
| Kathie Dent <i>s 22(1)(a)(ii)</i> | A/g General Manager | 1/08/2025 | Kathie Dent <i>s 22(1)(a)(ii)</i> | No | | | | | | | | |
| | Manager | 2/09/2025 | <i>s 22(1)(a)(ii)</i> | No | | | | | | | | |
| | | | | | | | | | | | | |

Instructions:

Pull report from BGM with the following data items (add additional items as relevant to the program) and insert below:

Project title, Primary contact, Email, City, Postcode, Application Grant Amount.

Follow the guidance on the 'Conflict of Interest Plan' tab, also recording any conflicts on that page as relevant.

| Project Title | Primary Contact | Email | City | Postcode | Application Grant Amount |
|---------------|-----------------|-------|------|----------|--------------------------|
| | s 47F | | | | \$20,000,000 |

Probit Register

Instructions: anything that needs to be flagged as a probity issue that is not a declared COI

Program Training Register

Instructions: to record all participants of program specific training (i.e. CAP, induction for new staff, etc)

Feedback and Complaints Register

**Instructions: Follow the Handling
Feedback and Complaints Guide**

Program Decision Register

Instructions: Record any significant decisions made regarding the management of the Grant Opportunity.

OFFICIAL



Australian Government
Department of Industry,
Science and Resources

Probit Plan

Australian Made Makes Australia – ad hoc grant to
Australian Made Campaign Limited

Revision history

| Version | Summary of changes | Author/Editor | Approver | Date |
|---------|--------------------------------------|----------------|---------------------------------------|-------------|
| 0.1 | Initial Drafting | Assurance | N/A | //2024 |
| 0.2 | Corrected formatting and Approved | s 22(1)(a)(ii) | s 22(1)(a)(ii), Program Manager | 1 July 2025 |

OFFICIAL

Contents

| | |
|---|---|
| Probity Plan..... | 0 |
| 1. Background | 2 |
| 2. Purpose | 3 |
| 3. Probity principles | 4 |
| 4. Probity protocols..... | 4 |
| 4.1. Application..... | 4 |
| 4.2. Breaches of these Probity Protocols | 5 |
| 4.3. Assessment..... | 5 |
| 4.4. Fairness and transparency..... | 5 |
| 4.5. Communication with applicants and interested entities | 6 |
| 4.6. Conflicts of interest | 6 |
| 4.7. Conflict of interest management | 7 |
| 4.8. Gifts, hospitality and business opportunities..... | 8 |
| 4.9. Business meetings and social functions | 9 |
| 4.10. Confidentiality and Information Security | 9 |
| 4.11. Additional probity protocols | 9 |
| 5. Roles and responsibilities..... | 9 |

1. Background

- 1.1. The Department of Industry, Science, and Resources (the Department) is responsible for implementing the ***Australian Made Makes Australia program*** (the Program).
- 1.2. The purpose of the grant opportunity is to promote the Australian Made, Australian Grown (AMAG) logo in the domestic market. It contributes to achieving the Department of Industry, Science and Resources (DISR) Outcome One: Support economic growth, productivity and job creation for all Australians by investing in science, technology and commercialisation, growing innovative and competitive businesses, industries and regions, and supporting a strong resources sector.
- 1.3. The Australian Government has announced a total of \$20 million for the financial year 2025-26.
- 1.4. The objectives of the Program are to:
 - 1.4.1. strengthen the depth and reach of Australian Made products with Australian consumers.
 - 1.4.2. increase the reputation, awareness and uptake of the AMAG logo with Australian manufacturers.
- 1.5. The intended outcomes of the Program are:
 - 1.5.1. increased awareness for Australian products from Australian consumers
 - 1.5.2. increased number of eligible manufacturers using the Australian Made logo
 - 1.5.3. increased visibility of Australian manufacturers and their products through the licencing and advertising of the AMAG logo
 - 1.5.4. easier identification of Australian-made products through dedicated online and broadcast media campaigns.
- 1.6. The Department will be involved in designing of the grant program, awarding and administering the following grant(s) as part of the Program (collectively, **Grant Processes**):
 - 1.6.1. The Program is ad hoc and the Department will be administering the Program.
 - 1.6.2. We first review the application against the eligibility criteria.
 - 1.6.3. In assessing the proposal, we will consider whether:
 - 1.6.3.1. the project aligns with the policy intent
 - 1.6.3.2. the project is appropriately costed and represents value with relevant money
 - 1.6.3.3. proposed activities and expenditure are eligible
 - 1.6.3.4. the applicant can deliver the project on time and to budget as identified in supporting documents.
 - 1.6.4. The level of risk associated with the project and its implementation is manageable and acceptable.
- 1.7. The Program Delegate will make the final decision to approve the grant.
- 1.8. The Program Delegate's decision is final in all matters, including:

- 1.8.1. The grant approval.
- 1.8.2. The grant funding to be awarded.
- 1.8.3. Any conditions attached to the offer of grant funding.
- 1.9. The Department must undertake the Grant Processes in a manner consistent with its legal obligations set out in the *Public Governance, Performance and Accountability Act 2013* and the *Commonwealth Grants Rules and Principles 2024 (CGRPs)* issued under that Act. This includes establishing and maintaining probity throughout the entire lifecycle of the Grant Processes to ensure that the outcomes of the Program are lawful and impartial, publicly defensible, appropriately documented and reported, and achieve value with relevant money.

2. Purpose

- 2.1. The purpose of this Probity Plan is to ensure that probity is observed at all times during the Program.
- 2.2. The Probity Plan should be read in conjunction with the Department's Grants Lifecycle Probity Policy, grant opportunity guidelines and grant assessment plans (selection strategies) approved by the Program Delegate during the Program.
- 2.3. Members of the public, the Department's stakeholders and industry expect that all APS employees and contractors (collectively, officials) involved in the Grant Processes will perform their duties in a fair and unbiased way, and that the decisions they make will not be affected by self-interest or personal gain.
- 2.4. This Probity Plan has been prepared to meet the requirements of (and to ensure consistency with) the CGRPs, and provides mechanisms for managing particular probity issues that may arise during the Program. It does not replace, but is in addition to, any other obligations applying to officials involved in the Grant Processes, including those under the:
 - 2.4.1. *Public Governance, Performance and Accountability Act 2013* (especially the general duties of officials set out in ss 25 to 29)
 - 2.4.2. *Commonwealth Grants Rules and Principles 2024* (especially Part 15, which describes how accountable authorities and officials can achieve minimum standards of probity and transparency in grants administration)
 - 2.4.3. *Public Service Act 1999* (ss 10 and 13 set out the APS Values and APS Code of Conduct with which all APS employees are bound)
 - 2.4.4. *Criminal Code* (established by the *Criminal Code Act 1995* (which, in Division 122, criminalises the disclosure of certain categories of Commonwealth confidential information)), and
 - 2.4.5. Grants Lifecycle Probity Policy available [here](#).
- 2.5. This Probity Plan applies to any APS employee or contractor involved in the Program who may have access to protected, non-public information relating to the Grant Processes.

3. Probitiy principles

- 3.1. Probitiy relates to ethical behaviour. Establishing and maintaining probity involves applying and complying with values such as honesty, integrity, impartiality and accountability. The Department and all officials involved in Grant Processes, in all dealings, must endeavour to be fair and open and demonstrate the highest levels of integrity consistent with the public interest.
- 3.2. Without limiting any other legal obligations, the Program will incorporate the following probity principles:
 - 3.2.1. honesty and impartiality
 - 3.2.2. identification and management of conflicts of interest
 - 3.2.3. appropriate security and confidentiality arrangements
 - 3.2.4. consistency, fairness and due diligence
 - 3.2.5. accountability and transparency
 - 3.2.6. use of open and competitive processes, as required
 - 3.2.7. compliance with legal and policy framework, and
 - 3.2.8. obtaining value with relevant money.

4. Probitiy protocols

4.1. Application

- 4.1.1. In order to ensure that all members of the public can have complete confidence in the integrity of the Grant Processes, these Probitiy Protocols are applicable to, and must be observed by, all officials directly or indirectly involved in undertaking the Grant Processes during the Program. This includes APS employees, and any secondees, advisers or consultants (including subcontractors) to a Commonwealth entity working on, considering, or providing services in relation to the Grant Processes.
- 4.1.2. All officials involved in undertaking Grant Processes will be provided access to this Probitiy Plan. Officials must complete a Probitiy Plan acknowledgement in accordance with clause 4.1.3 below to demonstrate that they have read and understood their obligations with respect to probity.
- 4.1.3. If you are an official who has any role in:
 - a) interacting with potential grant applicants during stakeholder consultation or market research processes as part of the Engage or Design Phases
 - b) formulating responses to, or drafting correspondence with, potential grant applicants
 - c) consulting with stakeholders about the design of the Program, particularly if they are the intended beneficiaries of the grant
 - d) designing the Program and drafting process related documents (such as the grant opportunity guidelines, selection strategy or assessment plan)

OFFICIAL

- e) assessing grant applications or advising those individuals that are undertaking the assessment, and/or
- f) awarding grants or making recommendation(s) to decision maker on which grant(s) to approve, and
- g) negotiating and/or managing grant agreements.

Then you must complete and submit the below Conflict of Interest (COI) forms to the Program Manager:

- h) if you are an APS employee – a confidentiality acknowledgement, Probity Plan acknowledgement and declaration of interests form, available [here](#), or
- i) if you are a contractor – a confidentiality undertaking, Probity Plan acknowledgement and declaration of interests in the form set out [here](#). Non-APS deed polls are governed by and construed in all respects in accordance with the law of the State of Victoria and the Confidant agrees to submit to the applicable jurisdiction of the courts of that State in respect of all matters arising under, or in relation to, this deed poll.

4.1.4. For programs with multiple streams, the form may be completed at the program level and updated as appropriate. At all times, you must be aware of any change in your circumstances that necessitate an update of your form.

4.2. Breaches of these Probity Protocols

4.2.1. If you become aware of a breach or likely breach of these Probity Protocols, you should communicate these concerns to the Program Manager or, if the breach involves the Program Manager, to the Senior Responsible Officer (SRO) or General Manager as appropriate.

4.3. Assessment

4.3.1. If you are an official involved in the awarding of grants (including assessment of grant applications, if any), you must perform your role strictly in accordance with the responsibilities and requirements set out in the delegations and duties approved by the responsible General Manager.

4.3.2. Unless otherwise published, the identity of officials involved in grant assessment and award activities must not be disclosed to or discussed with any existing or potential grant recipient.

4.4. Fairness and transparency

4.4.1. Officials must, at all times during the Program, treat potential grant recipients in a fair, honest and equitable manner. Officials must act impartially and not give preferential treatment to any Government entity, private organisation or individual.

4.4.2. Officials must act lawfully, fairly, honestly and in the best interests of the Department. Any conduct that may increase the risk of issues affecting the integrity of the Program being raised as a matter of public concern must be avoided.

4.5. Communication with applicants and interested entities

4.5.1. The following single point of contact (**Contact Team**) has been established for all enquiries in relation to grant processes, application outcomes or feedback:

adhc@industry.gov.au

4.5.2. Consistent and uniform information should be provided to all stakeholders (including potential grant recipients) to ensure that no party receives an unfair advantage over another. Where appropriate, responses to requests for information should be provided to all potential (or eligible) grant recipients, subject to any editing necessary to maintain confidentiality.

4.5.3. Unless the Program Manager has approved a standard response script to be used when addressing enquiries about the Program, if you are contacted by a potential grant recipient, you must:

- a) not provide any information about the Grant Processes, other than to direct them to where information that is publicly available can be found (for example, on the Department's website or GrantConnect)
- b) advise that any requests for further information must be directed to the Contact Team (preferably by email), and
- c) if the communication raised any concerns of a probity nature, you should email a file note (recording the date, time, source, detail and response to any request for information) to the responsible Program Manager, as soon as practicable after the communication
- d) communication log of record of all calls, especially with potential (or eligible) grant recipients, should be kept.

4.5.4. Officials must record all decisions on the basis on which grant applications (or grantee eligibility) have been assessed and ultimately how grants have been awarded, how they made those decisions, and all deliberations/working notes that led to those decisions, in writing.

4.6. Conflicts of interest

4.6.1. A conflict of interest is a circumstance which places a staff member in a position where their personal interests (including those of their immediate family – to the extent known) could compromise their independence. Apparent (or perceived) conflicts of interest may be as important as real conflicts.

4.6.2. The failure to properly manage conflict of interest issues that arise could result in:

- a) the perception that the Grant Processes lack independence, or
- b) the potential for fraud or corruption,

which could affect the integrity of the Program as a whole.

4.6.3. A conflict of interest may be real or apparent:

- a) A 'real' conflict of interest arises when your personal interests conflict with your public duties. Also referred to as an 'actual' conflict of interest.

OFFICIAL

- b) An 'apparent' conflict of interest arises when it appears your personal interests could influence the performance of your duties, but this is not the case. Also referred to as a 'perceived' conflict of interest.
- c) Also note that a potential conflict of interest may arise where there is a situation that may develop into a real or apparent conflict of interest.

4.6.4. For a conflict of interest to exist, you do not need to *directly* benefit or enjoy a potential 'advantage'. A conflict of interest can:

- a) include 'indirect' benefits – such as benefits to a family member, close friend or associate, or some other third party (including an organisation), and
- b) include circumstances where a third party could be 'disadvantaged' or detrimentally affected by your proposed action or decision.

4.6.5. An 'apparent' conflict of interest includes circumstances where you:

- a) hold a personal or professional view or bias, or
- b) are a current or former member of an association, club or professional organisation, which may lead others to reasonably conclude that you:
- c) may not be able to perform your duties in a fair, impartial and objective manner, or
- d) are otherwise not an appropriate person to be involved in the Program or particular Grant Process(es).

4.6.6. To avoid the potential for conflicts of interest to arise, you must:

- a) perform your role in good faith in the best interests of the Department, and for a proper purpose
- b) avoid placing yourself under any financial or other obligation that might unduly influence you in the performance of your role
- c) place loyalty to laws and ethical principles above private gain
- d) not engage in financial transactions using non-public Commonwealth information or allow the improper use of such information to further any private interest
- e) endeavour to avoid any actions creating the appearance that you are acting unlawfully or unethically, and
- f) declare any relationship that could give rise to a real or apparent conflict of interest in accordance with clause 4.1.3 above.

4.7. Conflict of interest management

4.7.1. When an official declares a real or apparent conflict of interest, the declaration will be assessed by the Program Manager (or their SRO/SES as appropriate) and a risk-based decision will be made as to what action is required to address or manage the conflict. This will largely depend on:

- a) the Program Manager's (or the relevant SRO's/SES's) risk appetite for the program, including any past decisions the Program Manager has made on conflicts (to ensure as consistent an approach as possible in conflict management across the Program)

OFFICIAL

- b) the official's proposed role and responsibilities in the Grant Process(es) (as the greater the official's level of involvement in the process(es), the higher the risk)
- c) whether the official has declared a real (as opposed to an apparent) conflict of interest
- d) the extent to which the declared conflict can be effectively managed, mitigated or removed, and
- e) any relevant guidance from Assurance, the Program Delegate or the independent probity adviser (if any).

4.7.2. Once the Program Manager has determined what actions are required to address or manage the conflict, they must:

- a) ensure that the declarant understands their obligations, including any proposed conflict management strategies, and
- b) record the action taken (including reasons for all relevant decisions) in the conflicts of interest register. This register is different from that stated in clause 5.2.4 below.

4.7.3. Officials must comply with any direction given by the Program Manager to address, manage or remove any conflict of interest in order to protect the integrity of the Grant Processes. Actions may include (but are not limited to):

- a) you may be required to receive a probity briefing or undertake probity training
- b) you may be issued with a written direction to:
 - i. avoid communicating with a particular party and/or comply with a communication protocol
 - ii. provide your Program Manager with regular reports on the extent to which you've understood and complied with the Probity Plan
 - iii. excuse yourself from assessing a particular grant application
- c) you may be required to give a written undertaking that you will behave in a particular way (that is consistent with your existing employment obligations)
- d) if you are involved in grant assessment activities, you may be required to orally advise others of your declared interests, and/or
- e) your work may be peer-reviewed or reviewed by an independent person to ensure that any recommendations are evidence-based or rationally substantiated, and otherwise defensible from a probity and audit perspective.

4.7.4. For the avoidance of doubt, if you have declared a conflict, but a decision has been made that no further conflict management action is required, you must continue to:

- a) comply with the obligations set out in this Probity Plan, and
- b) continue to be mindful of interests that you may need to declare at a later time.

4.8. Gifts, hospitality and business opportunities

4.8.1. Unless you have prior written approval from the Program Manager:

OFFICIAL

OFFICIAL

- a) you must not accept gifts or hospitality from any existing or potential grant recipients¹
- b) you must not knowingly solicit employment or business opportunities from any existing or potential grant recipients, and
- c) you must notify the Program Manager if you have been approached regarding the possibility for employment with a potential grant recipient (whether the employment is intended for a period during or after the completion of the Grant Processes).

4.9. Business meetings and social functions

- 4.9.1. Unless you have prior written approval from the Program Manager, you must not attend or participate in any social function or conferences that are primarily sponsored or organised by a potential grant recipient.
- 4.9.2. You must exercise discretion and care at business meetings or social functions where representatives of potential grant recipients may also be present. The communication protocol at clause 4.5 must be closely observed.

4.10. Confidentiality and Information Security

- 4.10.1. Officials must protect and maintain the integrity and security of protected information in their possession. This includes internal planning and design development documentation relating to the development of the Grant Processes.

4.11. Additional probity protocols

- 4.11.1. Officials must comply with any additional probity protocol(s) issued by the Program Delegate in order to address specific, potentially complex or sensitive activities relating to the administration of the Grant Processes or the Program generally.

5. Roles and responsibilities

- 5.1. Once appointed, the Program Manager is:

- 5.1.1. responsible for approving this Probity Plan, including approving any amendments to, or departures from, the requirements of this Probity Plan
- 5.1.2. authorised to make decisions to resolve any probity related issues, including how conflicts of interests are to be managed, and how complaints about the probity or integrity of the Grant Processes are to be investigated and resolved, and
- 5.1.3. ultimately accountable for officials' compliance with this Probity Plan.

- 5.2. Once appointed, the **Program Manager** reports to the SRO and is:

- 5.2.1. responsible for the day-to-day administration of this Probity Plan, including ensuring it is available to all officials involved in Grant Processes and that officials are periodically reminded of their probity obligations with respect to the Program

¹ Hospitality includes, but is not limited to, entertainment, transportation, lodging, or services. The SRO must only approve the receipt of gifts or hospitality when it is consistent with the Department's policies on Official Hospitality and Gifting. These policies are available on [iCentral](#).

OFFICIAL

- 5.2.2. responsible for the security arrangements in place to protect information
- 5.2.3. responsible for receiving and maintaining a register of forms completed and returned in accordance with clauses 4.1.2 and 4.1.3 above
- 5.2.4. responsible for maintaining a register containing details of any probity advice obtained, any probity related issues or breaches of this Probity Plan, and any complaints received by the Department regarding the Grant Processes
- 5.2.5. authorised to assess and determine, in consultation with the Program Delegate and Assurance Officer as appropriate, whether any declared interests require the development and implementation of a conflict of interest management plan, and
- 5.2.6. responsible for ensuring the documents referred to in clauses 4.5.4, 5.2.3, 5.2.4 and 5.2.5 are readily auditable.

5.3. The **Assurance Manager** is the Manager of Performance and Governance Section, and is:

- 5.3.1. authorised to periodically audit officials' compliance with the probity protocols in, and the general effectiveness of, this Probity Plan
- 5.3.2. available to provide probity advice to the Program Delegate and Program Manager, and guidance and training to officials, as required, and
- 5.3.3. authorised to seek external, independent advice, expertise or probity auditing services, if requested by the Program Delegate.

5.4. All other **officials** are responsible for:

- 5.4.1. reading and complying with the obligations set out in this Probity Plan and any conflict management plan that has been implemented
- 5.4.2. ensuring they have completed and returned a confidentiality acknowledgement or undertaking, Probity Plan acknowledgement and declaration of interests in accordance with clause 4.1.3
- 5.4.3. notifying the Program Manager of any breach or potential breach of this Probity Plan, and
- 5.4.4. seeking guidance and assistance from the assurance team on any probity related issues or questions that may arise.

Archived: Tuesday, 18 November 2025 11:35:28 AM

From: s 22(1)(a)(ii)

Sent: Tuesday, 22 July 2025 9:29:53 AM

To: s 22(1)(a)(ii)

Cc: s 22(1)(a)(ii)

Subject: FW: For approval: AMCL Australian Made Makes Australia \$20m Proposed Budget [SEC=OFFICIAL]

Importance: Normal

Sensitivity: None

Attachments:

AMCL AMMA \$20m Proposed Expenditure Brief (002).docx;

OFFICIAL

Hi s 22(1)(a)(ii)

As requested, see below an attached.

Cheers

s 22(1)(a)(ii)

Phone s 22(1)(a)(ii)

s 22(1)(a)(ii)

Assistant Manager Trade Facilitation
International Strategy & National Security Division

OFFICIAL

From: Drury, Alison <Alison.Drury@industry.gov.au>

Sent: Friday, 18 July 2025 5:58 PM

To: s 22(1)(a)(ii)

Cc: s 22(1)(a)(ii)

Subject: RE: For approval: AMCL Australian Made Makes Australia \$20m Proposed Budget [SEC=OFFICIAL]

OFFICIAL

Hi s 22(1)(a)(ii) team,

Thanks for the discussion today on this and recap on how we have arrived at this point.

I have reviewed the attached documentation, which is really well set out and points to excellent consultation – both with relevant experts within the department and with AMCL themselves - to ensure that the funding agreed by government is managed in a way that is reasonable and appropriate and delivers on the strategic objectives at hand.

On this basis I have agreed to the proposed cap and minimum spend amounts you have listed in the attached.

Thanks again
Alison

Alison Drury
A/g Head of Division
International Strategy and National Security Division

02 6102 9683 | x69683 | 0468 563 948 | alison.drury@industry.gov.au

Department of Industry, Science and Resources | www.industry.gov.au

industry.gov.au ABN 74 599 608 295

Supporting economic growth and job creation for all Australians | We are collaborative, innovative, respectful and strive for excellence



Acknowledgement of Country

Our department recognises the First Peoples of this nation and their ongoing connection to culture and country. We acknowledge First Nations Peoples as the Traditional Owners, Custodians and Lore Keepers of the world's oldest living culture and pay respects to their Elders past and present.



OFFICIAL

From: s 22(1)(a)(ii)

Sent: Wednesday, 16 July 2025 9:38 AM

To: s 22(1)(a)(ii)

Drury, Alison

<Alison.Drury@industry.gov.au>

Cc: s 22(1)(a)(ii)

Subject: RE: For approval: AMCL Australian Made Makes Australia \$20m Proposed Budget [SEC=OFFICIAL]

OFFICIAL

Hi s 22(1)(a)(ii)

This can be cleared at HoD level, we sought your clearance because of your involvement with this program, but we're happy to defer to Alison for clearance.

Alison, we would be grateful if you could review this week, by Friday if possible.

Happy to discuss.

Many thanks,
s 22(1)(a)(ii)

s 22(1)(a)(ii)

Senior Policy Officer

Trade Facilitation

Trade, Americas, Europe and India Branch | International Strategy and National Security Division

Ngunnawal Country, Industry House, 10 Binara Street (GPO Box 2013) Canberra ACT 2601 Australia

Department of Industry, Science and Resources

P s 22(1)(a)(ii) E s 22(1)(a)(ii)

industry.gov.au ABN 74 599 608 295

Supporting economic growth and job creation for all Australians | We are collaborative, innovative, respectful and strive for excellence



Acknowledgement of Country

Our department recognises the First Peoples of this Nation and their ongoing cultural and spiritual connections to the lands, waters, seas, skies, and communities.

We Acknowledge First Nations Peoples as the Traditional Custodians and Lore Keepers of the oldest living culture and pay respects to their Elders past and present. We extend that respect to all First Nations Peoples.



OFFICIAL

From: s 22(1)(a)(ii)

Sent: Tuesday, 15 July 2025 5:02 PM

To: s 22(1)(a)(ii)

rury, Alison

<Alison.Drury@industry.gov.au>

Cc: s 22(1)(a)(ii)

Subject: RE: For approval: AMCL Australian Made Makes Australia \$20m Proposed Budget [SEC=OFFICIAL]

OFFICIAL

Hi s 22(1)(a)(ii)

Is this something Alison can clear as acting HoD or do I need to clear as a/g Dep Sec?

Thanks

DL

OFFICIAL

From: s 22(1)(a)(ii)

Sent: Tuesday, 15 July 2025 11:44 AM

To: ~~s 22(1)(a)(ii)~~
Cc: ~~s 22(1)(a)(ii)~~

Subject: For approval: AMCL Australian Made Makes Australia \$20m Proposed Budget [SEC=OFFICIAL]

OFFICIAL

Hi ~~s 22(1)(a)(ii)~~

Please find attached a brief on decisions regarding AMCL's proposed budget for the Australian Made Makes Australia (\$20m, Buy Australian) Program for your consideration. AMCL's budget is also attached.

~~s 22(1)(a)(ii)~~ I am sending to you in ~~s 22(1)(a)(ii)~~ absence today, I would be grateful if you could ensure ~~s 22(1)(a)(ii)~~ is aware and allocate some time for her to review this week if possible.

Kind regards,
~~s 22(1)(a)(ii)~~

~~s 22(1)(a)(ii)~~

Senior Policy Officer

Trade Facilitation

Trade, Americas, Europe and India Branch | International Strategy and National Security Division
Ngunnawal Country, Industry House, 10 Binara Street (GPO Box 2013) Canberra ACT 2601 Australia
Department of Industry, Science and Resources

~~P~~ ~~s 22(1)(a)(ii)~~ | ~~E~~ ~~s 22(1)(a)(ii)~~

industry.gov.au ABN 74 599 608 295

Supporting economic growth and job creation for all Australians | We are collaborative, innovative, respectful and strive for excellence



Acknowledgement of Country

Our department recognises the First Peoples of this Nation and their ongoing cultural and spiritual connections to the lands, waters, seas, skies, and communities.

We Acknowledge First Nations Peoples as the Traditional Custodians and Lore Keepers of the oldest living culture and pay respects to their Elders past and present. We extend that respect to all First Nations Peoples.



OFFICIAL

OFFICIAL

s 47C, s 47G



Due Diligence Assessment

Application ID: AMMA000001

Assessment summary

Program Officer – Comments and Recommendation

The program is Australian Made Makes Australia – ad hoc grant and the eligible applicant is Australian Made Campaign Limited.

It has been noted in the program's Risk Assessment that the project will engage with industry sectors, and may involve products or technologies which are in the [List of critical technologies in the national interest](#).

No negative results were found in the due diligence review of Australian Made Campaign Limited that precludes their involvement in the Australian Made Makes Australia ad hoc grant.

| Program Officer - Name | Date |
|------------------------|------------|
| s 22(1)(a)(ii) | 08/07/2025 |

Quality Assurance – Comments and Recommendation

No negative results found during this due diligence process.

| Program Officer - Name | Date |
|------------------------------------|------------|
| s 22(1)(a)(ii) , Assistant Manager | 09/07/2025 |

Due Diligence Table

Assessors are encouraged to review the [red flags / warnings & indicators](#) page on PHP for further guidance.

| Criteria | Response | Comments (<i>if justified or yes</i>) |
|-----------|----------|---|
| Applicant | | |

s 47F, s 47G

| Criteria s 47G | Response | Comments (<i>if justified or yes</i>) |
|-------------------|----------|---|
|-------------------|----------|---|

Project Partners

s 47G

Other

Have you identified any additional risks that haven't been highlighted above? If so, please comment

Yes

No

REMEMBER: If you suspect there is a fraud issue, use the [Fraud Reporting Form](#) designed by the Integrity Branch of the department to raise that issue.

Due Diligence Assessment

| business.gov.au

3

Due Diligence Guidance

Due diligence is a fact-checking exercise. In practice, it involves gathering and checking information from various sources, including the applicant/grantee. It is important to be aware that there are several key risk factors associated with due diligence activities, which are:

- due diligence assessments are always only a point in time assessment
- risk that due diligence processes may not identify all relevant information
- increased burden on the applicant and department to provide and assess additional information
- reputational damage from making decisions not supported by the Department of Finance's standard suite of grants templates, including the grant guidelines and grant agreement.

Identify

Due diligence checks are likely to identify a range of objective and subjective information/evidence which will require assessment for any given grant opportunity. Based on the information uncovered through a due diligence check, a determination needs to be made on the likely relevance to either:

- a) achieving the objectives of the grant program and alignment with government policy
- b) the businesses capability and capacity in delivering their project (including financial, legal/regulatory aspects of the business)
- c) specific requirements outlined in the grant opportunity guidelines (i.e. national security, applicant character, climate change risk, etc.)
- d) national interest considerations.

Where the information gathered and assessed is not relevant in this regard, a note on the BGM (care should be taken to ensure that any information obtained will not breach Privacy Act obligations) about the information identified and reason for its exclusion should be noted. Information is not relevant if there are legal reasons why it should not be taken into account. If the information is assessed as relevant by the program team, you then need to continue to the 'Validate' stage.

Validate

Information assessed and deemed as potentially relevant for a particular program may be subjective in nature, thus the department must contact the respective applicant/grantee to validate its accuracy.

As part of this validation the department will disclose to the applicant/grantee:

- what was identified
- how it relates to the grant opportunity and or grant activity

Due Diligence Assessment

| business.gov.au

4

- if they agree that the information is accurate
- how it may bring the program, department or Commonwealth into disrepute.

The applicant/grantee will have an opportunity to contest the information and/or explain how any concerns could be managed or mitigated. Where the applicant/grantee disagrees with the accuracy/correctness of information a decision will need to be made about whether further inquiry is needed to determine the facts.

Action

Depending on the risk identified for an applicant/grantee, an appropriate action needs to be taken. The actions taken will depend where in the grant lifecycle the program is, such as whether this is in relation to an application or an existing grant agreement. The below are suggestions for the risk rating and the activities to be undertaken. However, the appropriate remedy will be unique to each issue.

Low risk rating

- Manage and monitor the risk.
- Continue to have an ongoing dialogue with the applicant/grantee to maintain awareness.

Medium risk rating

- Notify policy partners
- Additional Due Diligence checks including searches on company directors for applicant and project partners on ASIC Banned and Disqualified Persons

High risk rating

- Reviewing the ultimate beneficial ownership to understand corporate structure
- Not proceed with awarding the grant.
- Put a plan in place if the risk is realised by seeking legal advice on termination options available through the grant agreement between the department and grantee.
- Amend program guidelines/ consult design.
- Minister's Office and policy partners should be aware of significant risks in their program.

Monitor

The Program Manager for each particular program will be responsible for ensuring a consistent application and process of due diligence is applied. Further to this, the Program Team area will undertake periodic checks where due diligence activities are adopted.

Record

The due diligence process can provide valuable insights into an organisation that could benefit program areas in future assessments or interactions. These insights should be documented by adding a 'New Intelligence' comment in the Intelligence section of the organisation in BGM,

Due Diligence Assessment

categorising the Sensitivity type as 'Sensitivity'. All comments must respect the confidential details of the application.

Due Diligence Assessment

| **business.gov.au**

6

Department of Industry, Science and Resources Page 63 of 113
OFFICIAL: Sensitive
Documents release under FOI



Business Grants Hub (BGH)
Grant Program Risk Assessment Tool

Tool Ver. 2.0 June 2025

| | |
|---------------------|--|
| Grant Program Name: | Australian Made Makes Australia - BGH02932 |
|---------------------|--|

| | |
|-----------------------------------|----------------|
| Assessor: | s 22(1)(a)(ii) |
| Role/Position: | Program Lead |
| Last Assessment Date: | 26/06/2025 |
| Current Assessment Review Date/s: | 26/06/2025 |
| Next Assessment Review Date: | 26/12/2025 |

| | |
|-------------------------|-------------------|
| Approver: | s 22(1)(a) ... |
| Role/Position: | Program Manager |
| Last Approval Date: | 2/07/2025 |
| Approval Review Date/s: | |

| Objective: |
|--|
| Grant Program objectives/outcomes/intents for the Australian Made Makes Australia are achieved |

This table below will be automatically populated once Assessment Questions are completed

s 47G

After completing Assessment Questions, use the table above to help determine an overall likelihood and overall consequence rating. Then the Grant Program Risk rating will automatically be populated.

s 47G

| As a result of the risk rating, are changes required to: | | |
|--|----|----------------|
| BGH Probity Plan | No | Not applicable |
| BGH Standard Processes | No | Not applicable |

Grant Program - Risk Assessment Questions

Use the Considerations, Likelihood and Consequence Guidance to help you answer the questions in this sheet by selecting from the drop down menus. Provide Evidence/Justification for each question.

s 47G

Residual Risk
Rating = If
the
treatment is
applied,
what will be
the risk
rating?

Risk Treatment Register

Record the treatments/actions you will take to address the risks identified in your grant program.

Refer to **Managing Grants Risk Handbook** for guidance on treatments of risks [\(Handbook Link\)](#)

Refer to the **Effort Tiering Model** (on PHP) to assist you to determine the appropriate actions for your grant program, based on its overall program risk rating [\(PHP Link\)](#)

| Grants Lifecycle | | Date Added | Phase | Treatment Owner | Risk To be Treated | Current Risk Rating | Details of Treatment | Status | Date of Last Action | Residual Risk Rating | Comments |
|------------------|---------------|-----------------------|-------|------------------------|--|---------------------|---|--------------------|---------------------|----------------------|----------|
| <i>Example</i> | <i>Select</i> | | | <i>Program Manager</i> | <i>Program delivery results in reputational harm to the department</i> | <i>Medium</i> | <i>Escalate issue to General Manager and Policy Partner. Prepare ministerial briefing materials</i> | <i>In Progress</i> | | <i>Minor</i> | |
| 27/06/2025 | Select | s 47G | | | | | | | | | |
| | | s 22(1)(a)(ii) | | Other | Medium | | | Not started | | Medium | |

OFFICIAL



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

Reviewed by Minister
 s 47F

Date: 11/9/2025

Ministerial Submission

MS25-001097

FOR INFORMATION – Australian Made Makes Australia and Australian Made Export Initiative outcomes

TO: Minister for Industry and Innovation; Minister for Science

CC: Assistant Minister for Science, Technology and the Digital Economy

KEY POINTS

- This brief is to notify you of the outcomes of the Australian Made Makes Australia and **s 22(1)(a)(ii)** grant opportunities.
 - The Australian Made Makes Australia is an ad hoc program focused on the domestic market. It is an election commitment.
 - **s 22(1)(a)(ii)**
- The department's Program Delegate for the Australian Made Makes Australia, as the decision maker for this program, has approved the applicant, Australian Made Campaign Limited (AMCL), for a grant of \$20 million.
 - To facilitate prompt commencement of their activities, AMCL was notified that their application was successful, and a grant agreement was executed on 7 August 2025.
 - The grant outcome must be published to GrantConnect by 27 August 2025.
- The *Commonwealth Grant Rules and Principles 2024* require grants to be reported on GrantConnect within 21 days of grant execution. By default, this process will make grant outcomes public.

OFFICIAL

- If you wish to publicly announce the outcomes, we will work with your office and the department's Communications Branch to provide supporting materials and advice and can align (as far as practical) with your announcement intentions to not inadvertently breach the GrantConnect reporting requirement or pre-empt your announcement.

BACKGROUND

- AMCL was invited to apply for both these grant opportunities because:
 - it has a well-established record of delivering the same or similar activities
 - the Australia made Australian Grown (AMAG) logo and related licencing activity is administered by them.
- The grant funding will:
 - strengthen the depth and reach of Australian Made products with Australian and overseas consumers
 - increase the reputation, awareness and uptake of the AMAG logo with Australian manufacturers and in overseas markets.
- The application period for the Australian Made Makes Australia grant opportunity opened on 1 July and closed on 14 July 2025. The assessment was conducted in accordance with the Grant Opportunity Guidelines. The application was received and assessed as eligible against the assessment criteria.
- **s 22(1)(a)(ii)**

DATA REFERENCED

- Not applicable

CONSULTATION

- Trade Facilitation, International Strategy & National Security Branch.

Clearance Officer

Kathie Dent

Acting General Manager

Internal and Design, Business Grants Hub

Mob: **s 22(1)(a)(ii)**

Clearance Date: 21/08/2025

Contact Officer

s 22(1)(a)

Manager, Program Delivery 429

Mob: **s 22(1)(a)(ii)**



Commonwealth Standard Grant Agreement

between the Commonwealth of Australia represented by

Department of Industry, Science and Resources

and

AUSTRALIAN MADE CAMPAIGN LIMITED

The Commonwealth Acknowledges the Aboriginal and Torres Strait Islander Peoples throughout Australia and their continuing connection to land, water, culture and community. We pay our respects to the Elders both past and present. We acknowledge that our services are provided on many Indigenous lands. We continue to recognise that to achieve true reconciliation we need to work together with Aboriginal and Torres Strait Islander peoples, communities, staff and stakeholders to ensure that we are meeting the needs of the community.

Contents

| | |
|---|----|
| Grant Agreement AMMA000001 | 3 |
| Parties to this Agreement | 3 |
| Background | 3 |
| Scope of this Agreement | 4 |
| Grant Details AMMA000001 | 5 |
| A. Purpose of the Grant | 5 |
| B. Activity | 5 |
| C. Duration of the Grant | 6 |
| D. Payment of the Grant | 9 |
| E. Reporting | 10 |
| F. Party representatives and address for notices | 10 |
| G. Activity Material | 11 |
| Supplementary Terms | 12 |
| Schedule 1: Commonwealth Standard Grant Conditions | 19 |
| Signatures | 29 |
| Commonwealth | 29 |
| Grantee | 29 |
| Schedule 2: Reporting requirements | 30 |

Grant Agreement AMMA000001

Once completed, this document, together with the 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 | AUSTRALIAN MADE CAMPAIGN LIMITED |
| Legal entity type (e.g. individual, incorporated association, company, partnership, etc) | Australian Public Company |
| Trading or business name | Australian Made Campaign Limited |
| Any relevant licence, registration or provider number | Not applicable |
| Australian Business Number (ABN) or other entity identifiers | ABN 20086641527 |
| Australian Company Number (ACN) | 086641527 |
| Registered for Goods and Services Tax (GST)? | Yes |
| Date from which GST registration was effective? | 29/06/2000 |
| Registered office address | L 4 111 COVENTRY ST SOUTHBANK VIC 3006 Australia |
| Relevant business place | L 4 111 Coventry St SOUTHBANK VIC 3006 Australia |

The Commonwealth

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

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 Standard 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 AMMA00001

A. Purpose of the Grant

The Grant is being provided as part of the Australian Made Makes Australia grant opportunity.

The objectives of the grant are:

- to strengthen the depth and reach of Australian Made products with Australian consumers
- to increase the reputation, awareness and uptake of the AMAG logo with Australian manufacturers.

The intended outcomes of the grant are:

- increased awareness for Australian products from Australian consumers
- increased number of manufacturers using the Australian Made logo
- increased visibility of Australian manufacturers and their products through the licencing and advertising of the AMAG logo
- easier identification of Australian-made products through dedicated online and broadcast media campaigns.

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

Australian Made Makes Australia

Project scope and description

Australian Made Campaign Limited (AMCL) plans to conceive and deliver a range of initiatives aimed at strengthening the understanding and reach of Australian Made products with Australian consumers, while also improving the reputation, awareness and uptake of the Australian Made logo.

The activity is comprised of four core project initiatives:

1. Consumer campaign: A multichannel consumer facing campaign that promotes the benefits of Australian manufacturing and buying Australian products.
2. Business acquisition campaign: A multichannel acquisition campaign aimed increasing the uptake of the Australian Made logo by manufacturers, makers and growers of Australian products.
3. Australian Made Week (AMW) 2026 campaign: A multichannel campaign aimed at celebrating and supporting Australia's manufacturers and growers.
4. Research: AMCL will commission an independent Australian research agency to conduct consumer and business focussed research throughout the project to gain insight into awareness, attitudes, & behaviours towards the Australian Made logo and buying Australian. AMCL will also commission another Australian company, to establish an Australian Made brand insight platform. This platform will enable real-time tracking and analysis of brand perception, reputation, and campaign effectiveness among Australian consumers and key business audiences.

Key activities:

- Brand & media strategy development
- Multichannel content creation

- Multichannel campaign delivery
- Media planning & buying
- Research
- Sponsorships
- Website enhancements & online campaign landing page development
- Tradeshows and events
- Ambassadors and influencer marketing partnerships
- Retail activations.

Project outcomes

Australian Made Campaign Limited (AMCL) expects to deliver the following project outcomes:

Consumer-focussed outcomes

- Increased public exposure of the Australian Made logo to consumer audiences.
- Improved public perception of the Australian Made logo.
- Improved consumer understanding of the Australian Made logo.
- Improved consumer understanding of the benefits of buying Australian.
- Increased consumer traffic and engagement across Australian Made digital platforms.

Business-focussed outcomes

- Increased exposure of the Australian Made logo to business audiences.
- Increase in applications from businesses to use the Australian Made logo.
- Increase in the number of businesses licensed to use the Australian Made logo.
- Increase in the number of products licensed to carry the Australian Made logo.
- Improved sales performance of Australian Made licensed products.
- Increase in positive testimonials from Australian Made licensees.

Australian Made Week 2026 outcomes

- Increased awareness and reach of the Australian Made Week initiative.
- Improved public perception of the Australian Made Week initiative.
- Increased licensee participation in Australian Made Week.
- Increased traffic and engagement with AMW content across Australian Made digital platforms.

By achieving these project outcomes, AMCL expects to achieve an increased market presence and profile of the Australian Made logo. In addition to this, the project will improve consumer understanding of the Australian Made logo and the products that carry it, as well as the benefits of buying Australian. Also anticipated is an increase in the number of businesses licensing products to carry the Australian Made logo.

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 21 July 2025 and ends on 30 June 2026, which is the **Activity Completion Date**.

The Agreement ends on 07 December 2026 which is the **Agreement End Date**.

Activity Schedule

In undertaking the Activity, the Grantee will meet the following milestones by the due dates.
s 47G

s 47G

s 47G

D. Payment of the Grant

s 47G

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 | 21/07/2025 | 30/09/2025 | | 31/10/2025 |
| Progress report 2 | 01/10/2025 | 31/12/2025 | | 31/01/2026 |
| Progress report 3 | 01/01/2026 | 31/03/2026 | | 30/04/2026 |
| End of project report | 21/07/2025 | 30/06/2026 | Independent audit report | 31/08/2026 |

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 | s 47F |
| Address | L 4 111 Coventry St SOUTHBANK VIC 3006 |
| Phone number | s 47F |
| Email | s 47F @australianmade.com.au |

Commonwealth representative and address

| | |
|------------------------|------------------------|
| Name of representative | s 22(1)(a)(ii) |
| Position | Senior program officer |

| | |
|--------------------------|---------------------------------------|
| Postal address | GPO Box 2013 CANBERRA ACT 2601 |
| Physical address | 10 Binara Street CANBERRA ACT 2600 |
| Business hours telephone | s 22(1)(a)(ii) |
| Email | adhc@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. Activity Material

~~s 47G~~

Supplementary Terms

ST1. Other Contributions

Not applicable

ST2. Activity Budget

s 47G

ST2.4 The Commonwealth is not required 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 specified in the table under clause ST2.3.

ST2.5 In accordance with the Activity Budget under clause ST2.2, the Annual Capped Amounts may not be exceeded unless the Commonwealth specifically approves an increase of that amount under clause ST2.8.

ST2.6 Subject to this clause, the Grantee may reallocate expenditure in respect of categories of expenditure in the Activity Budget, provided it does not materially change the Activity, any Milestone(s) set out in this Agreement, or cause the Grantee to be in breach of any of its obligations under this Agreement.

ST2.7 The Grantee must give the Commonwealth:

- (a) at any time the Grantee wishes to request a variation to any one or more of the Annual Capped Amounts; or
- (b) if otherwise requested by the Commonwealth,

a revised Activity Budget in a form acceptable to the Commonwealth. The revised Activity Budget must clearly identify any proposed changes, including of any proposed changes to the Annual Capped Amounts, and explain the reasons for the proposed changes.

ST2.8 The Commonwealth may, at its discretion, approve or reject a revised Activity Budget provided under clause ST2.7 and/or any proposed changes to the Annual Capped Amounts. The Commonwealth's approval may be granted subject to conditions.

ST2.9 If a revised Activity Budget and any proposed changes to the Annual Capped Amounts are approved by the Commonwealth, then it will become the Activity Budget and, if relevant, the Annual Capped Amounts will be adjusted accordingly.

ST3. Intellectual property in Activity Material

ST3.1 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.

ST3.2 The Grantee agrees to provide the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.

ST3.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with ST3.2) will not infringe any third party's Intellectual Property Rights.

ST3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details, to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

ST4. Access/monitoring/inspection

ST4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
- (b) permission to inspect and take copies of any Material relevant to the Activity.

ST4.2 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 ST4.1.

ST4.3 This clause ST4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

ST5. Equipment and Assets

Not applicable

ST6. Specified Personnel

Not applicable

ST7. Relevant qualifications, licences, permits, approvals or skills

ST7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity:

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity, including:
 - (i) Not applicable
- (c) continue to maintain all relevant qualifications, license, permits, approvals or skills for the duration of their involvement in the Activity.

ST8. Vulnerable Persons

Not applicable

ST9. Child safety

Not applicable

ST10. Commonwealth Material, facilities and assistance

Not applicable

ST11. Jurisdiction

ST11.1 This Agreement is governed by the law of the Australian Capital Territory.

ST12. Grantee trustee of trust (if applicable)

ST12.1 In this Agreement, **Trust** means the trust specified in the Parties to the Agreement section of this Agreement.

ST12.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust; and
- (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; and
- (c) it has entered into this Agreement for the proper administration of the Trust; and
- (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.

ST13. Fraud

ST13.1 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.

ST13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

ST13.3 If the Grantee becomes aware of:

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

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

ST13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause ST13.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

ST13.5 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.

ST13.6 This clause survives the termination or expiry of the Agreement.

ST14. Prohibited dealings

ST14.1 In this Agreement

Listed means an organisation listed as a terrorist organisation pursuant to Division 102 of the *Criminal Code Act 1995* (Cth). This list is available at:

Terrorist Organisation <https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations>;

Consolidated List means the list of all individuals and entities subject to targeted financial sanctions pursuant to the Charter of the United Nations Act 1945 (Cth) and the Autonomous Sanctions Act 2011 (Cth). This list is available at:

<https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>;

World Bank Listing of Ineligible Firms and Individuals means the list of firms and individuals ineligible to be awarded a World Bank-financed contract. This list is available at: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>.

ST14.2 The Grantee agrees to take all reasonable steps to ensure that all individuals or entities involved in carrying out the Activity, including the Grantee itself and its officers, employees, contractors and agents:

- (a) are not directly or indirectly engaged in preparing, planning, assisting in or the doing of a terrorist act;
- (b) are not, and do not become a Listed Terrorist Organisation;
- (c) are not, and do not become listed on the Consolidated List;
- (d) are not, and to do not become listed on the World Bank Listing of Ineligible Firms and Individuals;
- (e) are not owned or controlled by any individual or entity mentioned in the lists referred to in ST14.2 (b) to (d); and
- (f) do not provide direct or indirect support, resources or assets (including any Commonwealth funding) to any individual or entity associated with terrorism or mentioned in the lists referred to in ST14.2 (b) to (d).

ST14.3 The Grantee agrees to inform the Commonwealth immediately if the Grantee discovers that the Grantee itself or any of its officers, employees, contractors or agents or any other individual or entity involved in carrying out the Activity may have contravened this clause ST14.

ST15. Anti-corruption

ST15.1 In this Agreement:

Illegal or Corrupt Practice means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

ST15.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.

ST15.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the Criminal Code Act 1995 (Cth).

ST15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in ST15.3 in relation to the performance of the Activity.

ST16. Step-in rights

Not applicable

ST17. Grant administrator

Not applicable

ST18. Management Adviser

Not applicable

ST19. Indemnities

ST19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

ST19.2 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.

ST20. Compliance with Legislation and Policies

ST20.1 In this Agreement:

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

ST20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

ST20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

ST20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- (a) All State, Territory or 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, if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with these requirements in such form as may be specified by the Commonwealth.

ST21. Work health and safety

ST21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

ST21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause ST21.1.

ST21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

ST22. Transition

Not applicable

ST23. Corporate Governance

ST23.1 In this Agreement:

Constitution means (depending on the context):

- (a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;
- (b) in relation to any other kind of body:
 - (i) the body's charter or memorandum; or
 - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

ST23.2 The Grantee warrants that nothing in its constitution conflicts with its obligations under this Agreement.

ST23.3 The Grantee agrees to provide a copy of its constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's constitution, structure or management.

ST24. Counterparts

ST24.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

ST25. Secret and Sacred Indigenous Material

Not applicable

Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

1.3 The Grantee agrees that for the term of this Agreement, the Grantee will continue to meet the eligibility obligations relating to the [National Redress Scheme](#)¹ set out under the relevant grant opportunity guidelines to receive the Grant.

2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay the withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

¹ The National Redress Scheme can be found at <https://www.nationalredress.gov.au>

4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

5. Relationship between the Parties

5.1 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.

6. Subcontracting

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

6.2 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.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement, neither it nor its officers have any actual, perceived or potential conflicts of interest in relation to the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

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

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

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

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within 90 days after the Activity Completion Date, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor registered 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.

11. Repayment

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity

then the Commonwealth may, by written notice:

- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or

- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- (a) the Grantee must do so within the time period specified in the notice;
- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

- (a) detail and document the conduct and management of the Activity;
- (b) 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;
- (c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting and liaison

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

- (a) liaise with and provide information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions, or monitoring requirements,

in relation to the Activity.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s) specified in the notice.

13.4 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);

- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause;
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

14.2 In carrying out the Activity, the Grantee agrees not to send any Personal Information outside of Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

17. Intellectual property

17.1 Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.4 The licence in clause 17.3 does not apply to Activity Material.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Agreement (including expenditure of the Grant); and/or

- (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2(b) applies; or
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration; or
- (d) in addition to clause 19.3.1(a), breached the requirements in subclause 1.3.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of 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 reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that reduction or cancellation; and
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, 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 and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

21.1 The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting and liaison);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 (Definitions);
- ST4 (Access/monitoring/inspection);
- ST19 (Indemnities); and
- any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

22.1 In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details and includes the provisions of the Reporting Material.
- **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 Standard 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.
- **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 Purposes** includes the following:
 - (a) the Commonwealth verifying and assessing grant proposals, including a grant application;
 - (b) the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - (c) the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - (d) the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
 - (e) excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **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 for the Activity 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 other than the Commonwealth 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*.

- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **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.

Signatures

Executed as an agreement:

Commonwealth

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

| | |
|----------|----------------|
| Name | s 22(1)(a)(ii) |
| Position | Manager |
| Date | 07 August 2025 |

Grantee

| | |
|-----------------------------------|--|
| Full legal name of the Grantee | AUSTRALIAN MADE CAMPAIGN LIMITED ABN 20086641527 |
| Name of Authorised Representative | s 47F |
| Date | 07 August 2025 |

Schedule 2: Reporting requirements

Appendix 1

Australian Made Makes Australia - 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 [business.gov.au portal](https://business.gov.au/portal). You can enter the required information in stages and submit when it is complete.

Project progress

- a. Report against each milestone shown in your grant agreement.
 - i. Estimated end date
 - ii. Actual end date (if applicable)
 - iii. Current % complete
 - iv. Progress comments – Activities undertaken and impact of any delays
- b. Other completed project activities
- c. Is the overall project proceeding in line with your grant agreement?
 - i. If no, changes or anticipated issues
- d. Planned events to report on
 - i. 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 information about your eligible project expenditure. Eligible expenditure is divided into the same categories as the budget in your application.

We may ask you for evidence of costs incurred.

If you are registered for GST, provide the GST exclusive amount. If you are not registered for GST, provide the GST inclusive amount.

- a. Eligible expenditure claimed in this reporting period
- b. Estimated eligible expenditure for the next reporting period
- c. Estimated total eligible expenditure for the project
- d. Is expenditure broadly in line with the grant agreement?

e. Give reasons for changes between the forecast and actual expenditure for this reporting period. Explain any significant changes to the forecast budget for the remainder of the project.

Bank account details

a. Have your bank account details changed since your last payment or since you last provided them?

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.

Declaration

You must ensure an authorised person completes the report and can declare 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 identified in this report are for the purposes stated in the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.
- 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

Australian Made Makes Australia - end of project report requirements

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

You must complete and submit your report on the [business.gov.au portal](https://business.gov.au/portal). You can enter the required information in stages and submit when it is complete.

Project achievements

- a. Report against each milestones shown in your grant agreement.
 - i. Estimated end date
 - ii. Actual end date (if applicable)
 - iii. Current % complete
 - iv. Progress comments – Activities undertaken and impact of any delays
- b. Other completed project activities

Project outcomes

- a. Project outcomes achieved by the project end date
- b. Do the achieved outcomes align with the grant agreement?
 - i. If no, explain why program outcomes have changed.
- c. Planned events to report on
 - i. Details of event including date, time, purpose of the event and key stakeholders expected to attend

Project benefits

- a. What benefits has the project achieved?
- b. What ongoing impact will the project have?
- c. Did the project result in any unexpected benefits?
 - i. Details of unexpected benefits
- d. Did the project result in any unexpected negative impacts?
 - i. Details of unexpected negative impacts
- e. Is there any other information you wish to provide about your project?

Project expenditure

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

We may ask you for evidence of costs incurred.

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount.

- a. Eligible expenditure claimed in this reporting period
- b. Total eligible expenditure for the project
- c. Is expenditure broadly in line with the grant agreement?
- d. Outline the reasons for any overspend or underspend 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)

Bank account details

- a. Have your bank account details changed since your last payment or since you last provided them?

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.

Declaration

You must ensure an authorised person completes the report and can declare 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 grant was spent in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including survival clauses.
- 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

Independent audit report

Background

These templates assist Grantees (and their auditors) to understand the audit requirements under a Commonwealth grant agreement administered by the Department of Industry, Science and Resources. For further information contact us on 13 28 46 or at business.gov.au.

When an independent audit report is required under our grant agreements the Grantee must provide us with:

- a statement of grant income and expenditure against the expenditure categories under the grant agreement (attachment A)
- an independent audit report on the statement of grant income and expenditure (attachment B)
- certification of certain matters by the auditor (attachment C).

You can find additional information on the grant opportunity relevant to your grant at business.gov.au or by calling us on 13 28 46.

Eligible expenditure

Advice on eligible expenditure for projects under the grant opportunity can be found in grant opportunity guidelines. These guidelines are revised from time to time and therefore more than one version of the document may exist. The relevant guidelines are those that were effective at the time the Grantee's application was accepted.

It is essential that Grantees and their auditors understand the eligible expenditure requirements because these determine whether, and the extent to which, certain costs are reportable and claimable.

The amount of grant funding we approve is based on the Grantee's estimated eligible expenditure, as provided in their application. However, the grant funding any Grantee is ultimately entitled to receive is determined against actual eligible expenditure incurred and paid for on the project. The grant amount specified in the grant agreement is the **maximum** amount the Grantee may be paid.

The expenditure reported in the 'statement of grant income and expenditure' at attachment A must represent actual 'eligible expenditure' paid on the project during that period.

Attachment A – Statement of grant income and expenditure

| | |
|-----------------------------|---|
| Grant opportunity name | [grant opportunity name] |
| Project number | [project number] |
| Grantee | [organisation] |
| Project title | [project title] |
| Reporting period start date | [project start date or other reporting period start date] |
| Reporting period end date | [project end date or other reporting period end date] |

This statement of grant income and expenditure must be prepared by the Grantee and contain the following:

- Statement of funds, Grantee contributions and other financial assistance*
- Statement of eligible expenditure*
- Notes to the statement of eligible expenditure, explaining the basis of compilation
- Certification by directors of the Grantee
- *We will compare this information to that detailed in the grant agreement.

1. Statement of funds, Grantee contributions and other financial assistance

Complete the following table for all cash [and in-kind] contributions for your project for the period in question, including:

- the grant
- other government funding
- your own contributions
- partner or other third party contributions
- any additional private sector funding.

Insert rows as required.

| Contributor | Cash amount (GST excl) | [Estimated in-kind amount (GST excl)] | Total (GST excl) |
|---------------------|------------------------|---------------------------------------|------------------|
| Grant | \$[enter amount] | \$[enter amount] | \$[enter amount] |
| Grantee | \$[enter amount] | \$[enter amount] | \$[enter amount] |
| [enter contributor] | \$[enter amount] | \$[enter amount] | \$[enter amount] |
| [enter contributor] | \$[enter amount] | \$[enter amount] | \$[enter amount] |
| Total | \$[enter amount] | \$[enter amount] | \$[enter amount] |

2. Statement of eligible expenditure

You must provide detail of the eligible expenditure that has been incurred and paid for during the reporting period in a 'Statement of eligible expenditure' that contains the following information.

| No. of expenditure item | Eligible expenditure category (as per grant agreement) | Eligible expenditure item | Supplier name | Supplier invoice number | Supplier invoice date | Invoice amount GST exclusive | Date invoice paid (if applicable) |
|-------------------------|--|---------------------------|---------------|-------------------------|-----------------------|------------------------------|-----------------------------------|
| | | | | | | | |

Comment on any variance between the expenditure items and amounts detailed in the grant agreement and the actual items and amounts detailed in the attached statement of eligible expenditure.

[enter details]

3. Note to the statement of eligible expenditure

3.1 Eligible expenditure

The eligible expenditure as reported in the statement of eligible expenditure is in accordance with the grant opportunity guidelines.

3.2 Basis of compilation

This statement of eligible expenditure has been prepared to meet the requirements of the grant agreement between [enter Grantee name] and the Commonwealth represented by the Department of Industry, Science and Resources. Significant accounting policies applied in the compilation of the statement of grant income and expenditure include the following:

[enter details]

4. Certification by directors [if not director, replace with appropriate equivalent]

[Grantee name]

[Project number]

For the period [dd/ mm/yyyy] to [dd/ mm/yyyy]

We confirm that, to the best of our knowledge and belief, having made such enquiries as we considered necessary for the purpose of appropriately informing ourselves:

Statement of grant income and expenditure

- a. We have fulfilled our responsibilities for the preparation of the statement of grant income and expenditure in accordance with the cash basis of accounting and the terms of the grant agreement with the Commonwealth, represented by the Department of Industry, Science and Resources dated [enter date]; in particular, the statement of grant income and expenditure presents fairly in accordance therewith.
- b. All events subsequent to the date of the statement of grant income and expenditure which require adjustment or disclosure so as to present fairly the statement of grant income and expenditure, have been adjusted or disclosed.
- c. [Where applicable] The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the statement of grant income and expenditure as a whole. A list of the uncorrected misstatements is attached to this representation letter.
- d. That all Grantee contributions and other financial assistance were spent for the purpose of the project and in accordance with the grant agreement and that the Grantee has complied with the grant agreement and relevant accounting policies.
- e. That salaries and allowances paid to persons involved in the project are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

5. For Auditor use only

I certify that this statement of grant income and expenditure is the one used to prepare my independent audit report dated [enter date] for the Department of Industry, Science and Resources.

Signature

Name [enter name]

Position [enter position]

Auditor's employer [enter employer name]

Date [dd/mm/yyyy]

Attachment B - Independent audit report

Background for auditors

The purpose of the independent audit report is to provide us with an auditor's opinion on the Grantee's statement of grant income and expenditure. The statement of grant income and expenditure is prepared by the Grantee to correspond with the expenditure reported to the department by the Grantee for the same period, in the process of claiming grant payments.

The independent audit report must be prepared by a person who is an approved auditor.

An approved auditor is a person who is:

- a. registered as a company auditor under the *Corporations Act 2001* or an appropriately qualified member of Chartered Accountants Australia and New Zealand, or of CPA Australia or the Institute of Public Accountants; and
- b. not a principal, member, shareholder, officer, agent, subcontractor or employee of the Grantee or of a related body corporate or a Connected Entity.

The audit should be undertaken and reported in accordance with Australian Auditing Standards.

The independent audit report must follow the required format and include any qualification regarding the matters on which the auditor provides an opinion. We may follow up any qualifications with the Grantee or auditor. The independent audit report must be submitted on the auditor's letterhead.

Auditors must comply with the professional requirements of Chartered Accountants Australia and New Zealand, CPA Australia and the Institute of Public Accountants in the conduct of their audit.

If the auditor forms an opinion that the statement of grant income and expenditure does not give a true and fair view of the eligible expenditure for the period, the independent audit report should be qualified and the error quantified in the qualification section of the independent audit report.

The required independent audit report format follows.

Auditor's report

Independent audit report in relation to [Grantee name]'s statement of grant income and expenditure to the Commonwealth, represented by the Department of Industry, Science and Resources (the department).

We have audited:

- a. the accompanying statement of grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy], a summary of significant accounting policies and other explanatory information, and management's attestation statement thereon (together "the financial statement"). The financial statement has been prepared by management using the cash basis of accounting described in note 3.2 to the financial statement; and
- b. [Grantee name]'s compliance with the terms of the grant agreement between [Grantee name] and the Commonwealth dated [date of agreement] for the period [dd/mm/yyyy] to [dd/mm/yyyy] (the grant agreement).

We have:

- a. reviewed [Grantee name]'s statement of labour costs in support of its claim of eligible expenditure[; and
- b. performed limited assurance procedures on [Grantee name]'s statement of employee numbers under the grant agreement].

Management's responsibility

Management is responsible for:

- a. the preparation and fair presentation of the financial statement in accordance with the basis of accounting described in note 3.2, this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in accordance with the grant agreement;
- b. compliance with the terms of the grant agreement;
- c. the preparation of the statement of employee numbers and labour costs in support of eligible expenditure; and
- d. such internal control as management determines is necessary to:
 - i. enable the preparation of the financial statement and the statement of [employee numbers and] labour costs that are free from material misstatement, whether due to fraud or error; and
 - ii. enable compliance with the terms of the grant agreement.

Auditor's responsibility

Our responsibilities are:

- a. To express an opinion, based on our audit, on:
 - i. the financial statement; and
 - ii. [Grantee name]'s compliance, in all material respects, with the terms of the grant agreement; and

- b. To conclude based on:
 - i our review procedures, on the statement of labour costs; and
 - ii our limited assurance procedures on the statement of employee numbers.

We conducted our audit of the financial statement in accordance with Australian Auditing Standards; our audit of compliance with the grant agreement in accordance with ASAE 3100, our review of the statement of labour costs in accordance with ASRE 2405[; and our limited assurance procedures on employee numbers in accordance with ASAE 3000]. The applicable Standards require that we comply with relevant ethical requirements and plan and perform our work to:

- a. obtain reasonable assurance about whether the financial statement is free from material misstatement and that [Grantee name] has complied, in all material respects, with the terms of the grant agreement; and
- b. obtain limited assurance as to whether anything has come to our attention that causes us to believe that the statements of employee numbers and labour costs are materially misstated.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement and about the Grantee's compliance with the grant agreement. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Grantee's preparation and fair presentation of the financial statement, and to the Grantee's compliance with the grant agreement, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Grantee's internal control. An audit also includes evaluating the appropriateness of accounting policies used by management, as well as evaluating the overall presentation of the financial statement.

A review consists of making enquiries and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Auditing Standards and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion on the statement of labour costs.

A limited assurance engagement undertaken in respect of the statement of employee numbers, in accordance with ASAE 3000 involves [level of detail about procedures to be determined by the auditor]. The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement; and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion, review and limited assurance conclusions.

Opinion

In our opinion:

- a. the financial statement presents fairly, in all material respects, the grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy] in accordance with the cash basis of accounting described in note 3.2 and the terms of the grant agreement, dated [date of agreement], with the Commonwealth; and

b. [Grantee name] has complied, in all material respects, with the requirements of the grant agreement between the organisation and the Commonwealth dated [date of agreement], for the period [dd/mm/yyyy] to [dd/mm/yyyy].

Basis of Accounting and Restriction on Distribution

Without modifying our opinion, we draw attention to note 3.2 to the financial statement, which describes the basis of accounting. The financial statement is prepared to provide information to the department in accordance with the grant agreement, dated [date of agreement]. As a result, the financial statement may not be suitable for another purpose.

Use of Report

This report has been prepared for [Grantee name] and the department in accordance with the requirements of the grant agreement between [Grantee name] and the Commonwealth, dated [date of agreement]. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than [Grantee name] and the department, or for any purpose other than that for which it was prepared.

Conclusions

Based on:

- a. Our review, which is not an audit, nothing has come to our attention that causes us to believe that the statement of labour costs in the period [dd/mm/yyyy] to [dd/mm/yyyy] is not, in all material respects, fairly presented in accordance with the grant agreement dated [date of agreement] with the Commonwealth[; and]
- b. The procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that the statement of employee numbers as at [dd/mm/yyyy] is not prepared, in all material respects, in accordance with the grant agreement dated [date of agreement] with the Commonwealth].

Auditor's signature

Name [enter name]

Auditor's employer [enter employer name]

Employer's address [enter address]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]

Attachment C - Certification of certain matters by the auditor

The department also requires a certification of certain matters by the auditor in addition to the independent audit report. This should be submitted with the statement of grant income and expenditure and independent audit report.

The auditor who signs this certification must also initial and date a copy of the Grantee's statement of eligible expenditure. The department will not accept an independent audit report that lacks this attachment.

The required format of certification is on the following page.

[print on auditor letterhead]

[addressee]

Department of Industry, Science and Resources
GPO Box 2013
Canberra ACT 2601

I understand that the Commonwealth, represented by the Department of Industry, Science and Resources and [Grantee name] have entered into a grant agreement for the provision of financial assistance under the [grant opportunity name] to the Grantee for the project. A condition of funding under the grant agreement is that the Grantee provides a statement of grant income and expenditure certifying that expenditure on approved project items has been incurred within the relevant audit period and paid in accordance with the grant opportunity guidelines, and is supportable by appropriate documentation.

In fulfilment of the condition, I hereby certify that:

- a. I am a member of Chartered Accountants Australia and New Zealand/ CPA Australia/ the Institute of Public Accountants (as a Public Practice Certified Member).
- b. I have prepared the independent audit report on [Grantee name]'s, statement of grant income and expenditure in accordance with the details of the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy].
- c. I have reviewed the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy], and related grant opportunity guidelines and understand the requirements pertaining to financial reporting and eligible expenditure contained therein.
- d. I have signed the attached copy of [Grantee name]'s statement of eligible expenditure that I used to prepare the independent audit report.
- e. I have complied with the professional independence requirements of Chartered Accountants Australia and New Zealand/ CPA Australia/the Institute of Public Accountants. I specifically certify that I:
 - i am not, and have not been, a director, office holder, or employee of [Grantee name] or related body corporate of [Grantee name]
 - ii have not been previously engaged by [Grantee name] for the purpose of preparing their [grant opportunity name] application or any report required under the grant agreement
 - iii have no financial interest in [Grantee name].

Signature

Name [enter name]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]