

GRANT AGREEMENT – LAUNCHVIC LTD

PARTIES

LaunchVic Limited ACN 611 281 737 of Level 35, 121 Exhibition Street, Melbourne VIC 3000 (**LaunchVic**)

and

[insert organisation] ABN **[insert number]** of **[insert registered business address]** (**Recipient**)

BACKGROUND

- A** LaunchVic is an independent company established by the State Government to support and strengthen Victoria's entrepreneurial and startup ecosystem.
- B** The Recipient wishes to carry out the Project and has applied for a Grant through the *LaunchVic Round 7 Funding Program* to assist it with the Project.
- C** In consideration of LaunchVic providing the Grant to the Recipient for the purposes of the Project, the Recipient agrees to be bound by the terms of this Agreement.
- D** This Agreement is legally binding upon the Recipient and LaunchVic.

LaunchVic agrees to provide the Grant to the Recipient on the following terms (**Agreement**):

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply to this agreement:

Best Industry Practice means exercising the degree of skill, care, diligence, efficiency, prudence and foresight which would be expected from a skilled and competent organisation experienced in managing projects commensurate to the type, size, value and complexity of the Project;

Bullying or Harassment Complaint has the meaning of these terms set out in LaunchVic's Harassment, Discrimination & Bullying Policy, as made available to the Recipient;

Business Day means a day that is not a Saturday, Sunday or gazetted public holiday in the place to which the notice, consent or other communication is sent;

Claim means any claim, action, demand, suit or proceeding of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law or in connection with this Agreement;

Commencement Date means the date set out in Item 7 of Schedule 1;

Completion Date means the date specified in Item 8 of Schedule 1;

Confidential Information means this Agreement and all information, material and technology disclosed or provided in any form by any party to any other party in connection with this Agreement, save for information that is in or enters the public domain for reasons other than a breach of this Agreement;

Dispute has the meaning given to that term in clause 15;

Due Date means the date specified in Schedule 3. If a due date falls on a Saturday, Sunday or gazetted public holiday in the state of Victoria, the payment deliverable will be the next Business Day;

Final Report means the final report of the project provided by the Recipient to LaunchVic as set out in Schedule 2 to be provided by the due date specified in Schedule 3;

Grant Acquittal means the Report required under Schedule 4;

Grant means the amount specified in Item 2 of Schedule 1, to be provided to the Recipient in accordance with, and subject to, the terms of this Agreement;

GST has the meaning given in the GST Law;

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Indemnified Parties means LaunchVic, any Related Body Corporate of LaunchVic and their respective Personnel and **an Indemnified Party** means any of the Indemnified Parties;

Insolvency Event means any of the following:

- (a) there is a significant risk that the Recipient is or will be unable to pay its debts when they fall due;
- (b) a significant deterioration in the financial circumstances of the Recipient;
- (c) an order is made by a court of competent jurisdiction for the winding up or dissolution of the Recipient pursuant to the *Corporations Act 2001* (Cth) other than by reason of a bona fide restructure;
- (d) a receiver, receiver and manager, trustee or similar officer is appointed over all or any of the assets or undertakings of the Recipient;
- (e) a mortgagee takes possession either directly or by an agent over all or any of the assets or undertakings of the Recipient; or
- (f) an administrator is appointed, a deed of company arrangement is entered into or the Recipient enters into any other composition or other arrangement with its creditors;

Instalment means the relevant Grant instalment amount set out in Schedule 3 or part thereof;

Intellectual Property Rights means all rights conferred by statute, common law or equity in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, inventions and confidential information, and all and any other results of intellectual activity in any field whether or not registrable, registered or patentable, including rights that may exist in applications to register these rights and all renewals and extensions of these rights;

Key Personnel means the persons listed in Item 6 of Schedule 1;

Key Performance Indicators (KPIs) means the project success metrics set out in Item 4 of Schedule 1;

Law means any law operating in Victoria under common law, equity or statute and including any applicable exchange listing rules, all regulations, by-laws, approvals and relevant requirements of any Commonwealth, State or local authority;

Liability means any debt, obligation, Claim, action, cost (including legal costs on an indemnity basis, deductibles or increased premiums), expense, loss (whether direct or indirect), damage, loss, compensation, charge or liability of any kind (including fines or penalties), whether it is:

- (a) actual, prospective or contingent; or
- (b) currently ascertainable or not,

whether incurred or payable under this Agreement or otherwise at law;

Payment Deliverables means the deliverables required to be delivered by the Recipient to LaunchVic, in accordance with Schedule 3, in successive order and prior to the release of the corresponding Instalment;

Personal Information has the meaning given to it under Privacy Laws;

Privacy Laws means the laws of the *Privacy Act 1988* (Cth) as amended or replaced from time to time and any relevant industry codes or regulations or guidance provided by the administrator of that Act;

Progress Report means a report provided by the Recipient to LaunchVic outlining details of the progress made on the Project in accordance with Schedule 2 to be provided by the due date set out in Schedule 3;

Project means the project generally described in Item 1 of Schedule 1 and incorporates the other commitments and obligations of the Recipient under this Agreement;

Project Activities means the activities specified in Item 3 of Schedule 1 that are designed to meet the Project's Key Performance Indicators (KPIs);

Project Manager means the person engaged or employed by the Recipient who is responsible for managing the running of the Project as specified in Item 5 of Schedule 1 or a replacement approved by LaunchVic;

Project Plan means a detailed description of the plan for the Project, in accordance with Schedule 2, to be provided to LaunchVic as part of the first Payment Deliverable set out in Schedule 3;

Recipient Commitments are set out in Schedule 1, Item 10 or as varied in accordance with this Agreement;

Related Body Corporate has the meaning given to the term 'related body corporate' in the Corporations Act 2001 (Cth);

Reports means the reports set out in Schedule 2;

Startup means a business with high impact potential, that uses innovation and/or addresses scalable markets;

Statutory Declaration means a Statutory Declaration, in accordance with Schedule 5, (or such other form as may be approved in writing by LaunchVic) and declared by a director of the Recipient (or such other person as may be approved in writing by LaunchVic); and

Tax Invoice has the same meaning as specified in the GST Law.

1.2 Interpretation

In this Agreement unless expressly provided otherwise:

- (a) a reference to this Agreement includes its schedules and any variation, supplement, assignment, novation, substitution or replacement of any of them;
- (b) the singular includes the plural and vice versa;
- (c) includes or including means includes or including without limitation;
- (d) a reference to a corporation includes its successors and permitted assigns;
- (e) a requirement to do anything includes a requirement to cause or procure that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done;
- (f) a word that is derived from a defined word has a corresponding meaning;
- (g) a reference to \$, AUD or dollar is to the lawful currency of the Commonwealth of Australia and the Grant will be paid in this currency; and
- (h) headings and the table of contents are inserted for convenience only and do not affect interpretation of this Agreement.

2. Term

- (a) This Agreement will commence on the date of this Agreement and continue until the Recipient has completed all its obligations under this Agreement as outlined in Schedule 3 to the satisfaction of LaunchVic, unless terminated earlier under clause 14.
- (b) The Recipient must commence the Project on the Commencement Date and complete the Project by the Completion Date.

3. Grant

- (a) LaunchVic will pay the Grant in accordance with this Agreement and subject to receipt of each of the Payment Deliverables and the Recipient otherwise complying with this Agreement.
- (b) Each Instalment will be made to the Recipient within 30 days of LaunchVic approving the documentation received for each Payment Deliverable.
- (c) Each Instalment will be made to the bank account specified by the Recipient in Item 9 of Schedule 1 (**Bank Account**). Any request by the Recipient to change the Bank Account must be in provided to LaunchVic in writing by the Recipient's authorised representative/s.

4. Project

- (a) The Recipient must apply the Grant as set out in the approved Project Plan Budget, and for no other purpose.
- (b) The Recipient must deliver the Payment Deliverables to the reasonable satisfaction of LaunchVic.
- (c) The Recipient must deliver the Recipient Commitments to the reasonable satisfaction of LaunchVic.
- (d) The Recipient is responsible for the running of the Project including all management, decision making and contracting with third parties as required.
- (e) The Recipient is responsible for all matters in regards to its employees and other third parties associated with its operations and activities on this Project.
- (f) The Recipient must advise LaunchVic of any changes to any arrangements to the Project, the Project Plan, or any changes to any of the items outlined in Schedule 1. Any changes are subject to the approval of LaunchVic and may require a variation to this Agreement under clause 18(d) as determined by LaunchVic.
- (g) The Recipient will carry out its obligations under this Agreement, undertake the Project, carry out all publicity with respect to the Project (including the arrangement of any events or functions) and ensure that its Personnel act at all times:
 - (i) with due care and skill as is consistent with any reasonable LaunchVic policies notified to the Recipient; and
 - (ii) in accordance with:
 - (A) the items outlined in Schedule 1;
 - (B) the Project Plan;
 - (C) all relevant Laws, regulations and policies;
 - (D) Best Industry Practice; and
 - (E) any reasonable direction given by LaunchVic.

5. Key Personnel

- (a) The Recipient will ensure that the Key Personnel and the Project Manager are retained to deliver the Project. The Recipient must:
 - (i) ensure that each of the Key Personnel working on the Project occupy the positions and provide the relevant services as advised to LaunchVic;
 - (ii) notify LaunchVic as soon as reasonably practicable of any proposed change to the Project Manager and any Key Personnel on the Project; and

- (iii) obtain LaunchVic's approval to any replacement of the Project Manager and Key Personnel.
- (b) In the event that LaunchVic does not agree to the appointment or replacement of any Project Manager or other Key Personnel, LaunchVic may terminate this Agreement upon providing 14 days written notice to the Recipient.

6. Reporting

- (a) The Recipient must provide the Reports (including the Grant Acquittal) and such other information in relation to the Project and the expenditure of the Grant as LaunchVic requests, acting reasonably.
- (b) The Recipient hereby grants to LaunchVic a non-exclusive, paid up licence to reproduce, publish or otherwise use for non-commercial purposes, the Reports and any documents and other materials provided by the Recipient to LaunchVic under this Agreement.

7. Accounts and Audit

- (a) The Recipient must keep full and proper records to demonstrate compliance with all aspects of this Agreement. The Recipient must keep LaunchVic fully informed of all aspects of the progress of the Project on request, and will co-operate with LaunchVic and provide LaunchVic with all information reasonably requested by LaunchVic or any third party engaged by LaunchVic to conduct any audit or inspection.
- (b) The Recipient must keep accounting records relating to the Grant and must account for the Grant expenditure separately from other funds and in accordance with generally accepted accounting principles. The accounts for the Grant should, at a minimum, itemise the Recipient's expenditure of the Grant and, in relation to each item, describe the nature of expenditure, the amount and the connection to the approved budget for the Project Plan. The Recipient must keep valid Tax Invoices in respect of all items of expenditure of the Grant.
- (c) Upon request, the Recipient must permit LaunchVic or an auditor appointed by LaunchVic access to accounting records relating to the Project and Grant and where relevant to inspect any Project works, the Project site or any equipment relating to the Project.
- (d) At any time before the Completion Date, LaunchVic may inspect or audit all or any of the Recipient's processes for the purposes of monitoring the standard and quality of, and progress in relation to, the Project. If any Payment Deliverable is unsatisfactory to LaunchVic, acting reasonably, LaunchVic has the discretion to ask the Recipient to rectify any such Payment Deliverable to LaunchVic's satisfaction.
- (e) The Recipient must be provided with at least 1 weeks' notice in writing of any audit or inspection requested by LaunchVic under this clause 7.

8. GST

- (a) Each payment under this Agreement will be increased by an amount equal to any GST payable with respect to the Taxable Supply for which the payment is made provided that with each relevant claim for payment, the Recipient submits a valid Tax Invoice. The total amount of monies paid under this Agreement will be increased to include the total amount of GST payable.
- (b) If required by GST Law, the Recipient must register for GST.
- (c) For the purposes of this Agreement, "Taxable Supply" means the obligations of the Recipient under the terms of this Agreement.

9. Warranties

The Recipient warrants that:

- (a) it will not, and will ensure that its Personnel will not, do anything or engage in any conduct which affects the goodwill or reputation of the Project, the Recipient, LaunchVic or other stakeholders in the Project;
- (b) other than any matters previously notified to LaunchVic, it has not received any Bullying or Harrassment Complaints in the previous 12 month period; and
- (c) during the term of this Agreement, the Recipient will ensure that:
 - (i) if any Bullying or Harrassment Complaints are received by the Recipient during the term of this Agreement, it will immediately notify LaunchVic in which case LaunchVic may elect to enact its rights under clause 14 of this Agreement;
 - (ii) its operations are carried out in accordance with the purpose of the Project and no changes are made to any arrangements to the Project, or to the description or purpose of the Project without the prior written approval of LaunchVic;
 - (iii) no amendments are made to the Recipient's constitution which conflicts with or diminishes the Recipient's capacity to comply with the purpose of the Project and its obligations under this Agreement; and
 - (iv) it will not alter its constitution without the prior written approval of LaunchVic.

10. Publicity

- (a) The Recipient must not publicise any material relating to the Grant, or use LaunchVic's logo, without consultation with, and prior approval of, LaunchVic.
- (b) LaunchVic reserves the right to publicise the benefits accruing as a result of the provision of this Grant including by issuing a media release regarding the Project, subject to LaunchVic receiving the Recipient's prior written approval of such media release.
- (c) LaunchVic may include the name of the Recipient and the amount of the Grant in any materials it publishes under this clause.

- (d) The Recipient must ensure that LaunchVic is acknowledged in the publication of benefits accruing as a result of the provision of the Grant, including attending, participating in or speaking at any engagements and talking about the Project and the Grant, as reasonably requested by LaunchVic.
- (e) The Recipient must give credit and acknowledgment in relation to the Grant and the Project as specified by LaunchVic.

11. Intellectual Property

- (a) All Intellectual Property Rights created by the Recipient in the course of undertaking the Project shall remain the sole and exclusive property of the Recipient or its licensors.
- (b) The Recipient warrants that any Intellectual Property Rights used by it in connection with the Project or the Reports and any documents, and other materials provided by the Recipient to LaunchVic for the purposes of the Project, are the sole property of the Recipient and the Recipient is legally entitled to use those Intellectual Property Rights at its discretion. To the extent that the Intellectual Property Rights are not the sole property of the Recipient, the Recipient warrants that it has received all necessary consents from the relevant third parties to use those Intellectual Property Rights.

12. Liability & Indemnity

The Recipient indemnifies and holds harmless the Indemnified Parties against all Liability arising from or incidental to:

- (a) any advertisements, promotional material or signage produced or supplied by or on behalf of the Recipient;
- (b) any negligent or wilful act or omission by the Recipient or any of its Personnel;
- (c) any breach by the Recipient or its Personnel of the provisions of this Agreement (including any of the warranties) or any law or other regulatory requirement; and
- (d) any injury to, or death of, a natural person and any loss of or damage to, the real or personal property of an Indemnified Party or a third party caused or contributed to by the Recipient, or its Personnel,

except to the extent that any Liability is caused or contributed to by the act or omission of an Indemnified Party.

13. Insurance

- (a) The Recipient must effect and maintain, at its own cost, all insurances as would be required by a prudent person responsible for the Project Activities including insurance against liability for injury to employees, contractors, volunteers, participants, supporters and the public and damage to property.
- (b) The Recipient must, at LaunchVic's request, provide LaunchVic with copies of any insurance policies obtained in accordance with clause 13(a).

- (c) The Recipient must observe, perform and comply with all warranties and conditions in all insurance policies that the Recipient obtains in accordance with clause 13(a), and ensure that all premiums are paid when due. LaunchVic may request evidence that premiums are paid at any point during the term of the Agreement.

14. Termination or withholding of payment

If:

- (a) the Recipient breaches this Agreement;
- (b) the Recipient suffers an Insolvency Event;
- (c) LaunchVic is of the reasonable opinion that the Project is not proceeding in accordance with this Agreement or a Payment Deliverable set out in Schedule 3 is not satisfactory; or
- (d) the Recipient has engaged in any conduct that affects the goodwill or reputation of the Recipient, the Project or LaunchVic;

then LaunchVic may in its absolute discretion:

- (e) withhold, suspend or terminate any payment due to be made under this Agreement or advance part payment as it deems appropriate by written notice to the Recipient;
- (f) require the immediate repayment of the whole or part of any payment made to the Recipient under this Agreement; and/or
- (g) terminate this Agreement immediately by written notice.

15. Dispute Resolution

15.1 No litigation

The parties must not enter into litigation in relation to any dispute that arises out of or in connection with this Agreement or the Project (except proceedings seeking interlocutory relief) (**Dispute**) without first attempting to resolve the Dispute in accordance with this clause 15. For the avoidance of doubt, LaunchVic may exercise its rights under clause 14 without first undertaking any dispute resolution process.

15.2 Attempt to resolve Dispute

- (a) After either party notifies the other of a Dispute, the parties must, without delay and in good faith, meet to attempt to resolve the Dispute.
- (b) If a Dispute cannot be resolved within 14 days, the Dispute will be referred to LaunchVic's CEO (or delegated authority) and the Recipient's equivalent (**CEO**) for resolution.

15.3 Consideration of Dispute by CEOs

- (a) The CEOs (or delegates) must use all reasonable endeavours to resolve any Dispute, promptly and in good faith.

- (b) If the CEOs (or delegates) cannot resolve a Dispute within 7 days of that dispute being referred to them, a party may submit the Dispute to mediation.

15.4 Referral of Dispute to mediation

- (a) The mediator will be appointed by mutual agreement of the parties.
- (b) If the parties fail to agree on the appointment of a mediator within 7 days of submission of the Dispute under clause 15.3(b), a party may apply to the Law Institute of Victoria or other appropriate industry body to appoint a mediator.
- (c) The parties must comply with the directions of the mediator as to the conduct of the mediation.
- (d) The costs of the mediation of any Dispute will be borne equally by the parties.
- (e) If the Dispute is not resolved within 30 days of the conclusion of the mediation (or such longer period as the parties may agree), either party may seek alternative dispute resolution options.

16. Confidentiality

A party must not disclose or permit the disclosure of any of the other party's Confidential Information without written permission from that other party, except:

- (a) where required under this Agreement including to a party's legal and financial advisers on a confidential basis;
- (b) where the information disclosed is already in the public domain other than due to a breach of this Agreement; or
- (c) where the disclosure is required by Law.

17. Privacy

The Recipient will:

- (a) comply with all Privacy Laws, the Australian Privacy Principles and any reasonable and applicable LaunchVic policies as notified to the Recipient from time to time, even if it is not otherwise bound by them, including taking all necessary steps to protect personal information as defined under the *Privacy Act 1988* (Cth) in its possession against misuse or loss; and
- (b) not collect, use or disclose any Personal Information for any purpose other than to discharge its obligations under this Agreement.

18. General

- (a) (**Entire agreement**) This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

- (b) (**Severance**) Each provision of this Agreement will be read as a separate provision so that if any provision is void or otherwise unenforceable for any reason, that provision will be separated and the remainder read as if the separated provision had never existed.
- (c) (**Waiver**) A waiver by one party of a breach of this Agreement does not constitute a waiver in respect of any other breach of this Agreement, and a party's failure to enforce a provision of this Agreement must not be interpreted to mean that the party no longer regards that provision as binding. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
- (d) (**Variation**) Any variations to this Agreement must be in writing and signed by both parties.
- (e) (**Assignment**) The Recipient must not transfer or assign its rights or novate its obligations under this Agreement without the prior written consent of LaunchVic, such consent not to be unreasonably withheld or delayed.
- (f) (**Counterparts**) This Agreement including any variations may be executed in counterparts. All counterparts together will constitute one instrument.
- (g) (**Negation of employment, partnership & agency**) The Recipient must not represent itself, and must ensure that its employees, partners, agents or sub-contractors do not represent themselves, as being LaunchVic's employees, partners or agents.
- (h) (**No further funding**) Nothing contained in this Agreement is to be construed as creating any obligation, commitment or undertaking by LaunchVic to provide additional or further funding or assistance to the Recipient in relation to the Project, beyond that provided in this Agreement.
- (i) (**Survival**) Each of clauses 6, 7, 10, 12, 15 and 16 will survive the expiration or earlier termination of this Agreement.
- (j) (**Governing Law**) The laws of the State of Victoria will govern this Agreement and the parties submit themselves to the jurisdiction of the courts in the State of Victoria.
- (k) (**Good Faith**) The Recipient must act in good faith and use its best endeavours to comply with the spirit and intention of this Agreement.

The parties agree to be bound by the above terms and conditions.

**Executed by LAUNCHVIC LIMITED
(ACN 611 281 737) by its
authorised representative:**

.....
Signature of Witness

.....
Signature of Authorised Representative

.....
Name of Witness

.....
Name of Authorised Representative

**Executed by [NAME] (ABN XXX
XXX XXX) by its authorised
representative:**

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

Please provide a signed scanned copy to grants@launchvic.org

A scanned executed contract will be provided by LaunchVic for your records.

Schedule 1– Project Details

Item 1	Project	
Item 2	Grant	An amount of AUD\$XXX,XXX (exclusive of GST) to be paid as instalments in accordance with Schedule 3.
Item 3	Project Activities	•
Item 4	Key Performance Indicators (KPIs)	•
Item 5	Project Manager	
Item 6	Key Personnel	
Item 7	Commencement Date	[insert date]
Item 8	Completion Date	[insert date]
Item 9	Bank Account	Name of Account holder: [insert] Bank Name: [insert] Bank Address: [insert] BSB number: [insert] Account Number: [insert]
Item 10	Recipient Commitments	The recipient must:

Schedule 2 - Reports

The Recipient must provide the following Project Plan and Reports to LaunchVic, in a form and substance satisfactory to LaunchVic, as follows:

1. PROJECT PLAN

The Project Plan must provide details on:

- (a) Timeline
- (b) Participant Recruitment Plan
- (c) Risks and Risk Mitigation Strategies
- (d) Budget outlining the expenditure of the Grant and other sources of funding

2. PROJECT PROGRESS REPORT

The Project Progress Report must provide details on:

- (a) **Progress:** an overview of progress of project.
- (b) **Case Studies:** at least X case studies (one page each with photo) of participants from the completed program
- (c) **Surveys:** Survey results from participants that includes a satisfaction rating
- (d) **Expenditure:** an update of expenditure of the Grant compared with the budget provided in the approved Project Plan
- (e) **Jobs:** Number of jobs funded through the Grant identified by the Recipient as either:
 - (i) New positions (Aboriginal)
 - (ii) New positions (non-Aboriginal)
 - (iii) Existing positions (Aboriginal)
 - (iv) Existing positions (non-Aboriginal)

3. FINAL REPORT

A Final Report that encompasses all Project Activities since the commencement date and must provide details on:

- (a) **Overview:** a brief overview of the Project
- (b) **Success:** outline the achievement of the KPIs (see Item 4)
- (c) **Case Studies:** at least X case studies (one page each with photo) of participants from the completed program
- (d) **Surveys:** Survey results from participants that includes a satisfaction rating
- (e) **Expenditure:** a financial reconciliation, showing actual finances compared with the budget provided in the approved Project Plan of the Grant

- (f) **Jobs:** Total jobs funded through the Grant identified by the Recipient as either:
- (i) New positions (Aboriginal)
 - (ii) New positions (non-Aboriginal)
 - (iii) Existing positions (Aboriginal)
 - (iv) Existing positions (non-Aboriginal)

4. GRANT ACQUITTAL

In the format provided by LaunchVic. See Schedule 4 for details on the Grant Acquittal process.

SAMPLE

Schedule 3– Payment Deliverables

Payment Instalments	Amount	Due Date
Milestone 1 1.1 Project Plan in accordance with Schedule 2 1.2 A valid Tax Invoice	\$XXX,XXX (exclusive of GST)	XX Month Year
Milestone 2 2.1 Project Progress Report in accordance with Schedule 2 2.2 A valid Tax Invoice	\$XXX,XXX (exclusive of GST)	XX Month Year
Milestone 3 3.1 Project Progress Report in accordance with Schedule 2 3.2 A valid Tax Invoice	\$XXX,XXX (exclusive of GST)	XX Month Year
Milestone 4 4.1 Project Progress Report in accordance with Schedule 2 4.2 A valid Tax Invoice	\$XXX,XXX (exclusive of GST)	XX Month Year
Milestone 5 5.1 Project Progress Report in accordance with Schedule 2 5.2 A valid Tax Invoice	\$XXX,XXX (exclusive of GST)	XX Month Year
Milestone 6 6.1 Final Report in accordance with Schedule 2 6.2 A valid Tax Invoice	\$XXX,XXX (exclusive of GST)	XX Month Year
Milestone 7 7.1 Grant Acquittal in accordance with Schedule 4 as advised by LaunchVic.	NA	XX Month Year
Total	\$XXX,XXX (exclusive of GST)	

Note: all previous Payment Deliverables (or Milestones) must be achieved before any Instalment is payable.

Schedule 4 – Grant Acquittal

Your Grant will be subject to a two-stage acquittal process. The first stage will be lodgement by the Recipient of the Final Project Report and the subsequent acceptance / approval by LaunchVic of the Final Project Report.

The second stage of the acquittal process will be either:

- (A) The provision of a fully audited financial acquittal of the Grant as detailed further below (**Audited Financial Acquittal**); or
- (B) The provision of a Statutory Declaration acquittal in the form set out in Schedule 5.

The determination of which form of acquittal, A or B, will be made by LaunchVic within one year of the Commencement Date. The determination of the acquittal form will be made in writing and will depend on several internal and external factors. Until a determination is made, parties should assume that the more rigorous acquittal process (A) will be required. Set out below is a summary of information relating to acquittal requirements if audited financial statements are required.

(A) Audited Financial Acquittal

This reporting type is an independently audited financial acquittal report; which includes an income and expense statement for the Grant, audited by:

1. a Registered Company Auditor under the Corporations Act 2001 (Cth); or
2. a member of CPA Australia; or
3. a member of the Institute of Public Accountants in Australia; or
4. a member of the Institute of Chartered Accountants in Australia.

The income and expense statement should be accompanied by an audit opinion. The financial acquittal report should also confirm that the Grant has been spent in accordance with the Agreement.

When should my organisation complete an Audited Financial Acquittal?

Your organisation will complete an Audited Financial Acquittal where you are advised by LaunchVic in writing within 6-12 months of the project commencement of the Agreement that your financial acquittal requirement is an 'Audited Financial Acquittal'.

Notes on Audited Financial Acquittals

Audited Financial Acquittals must:

- adhere to the applicable Australian Accounting Standards and be based on proper accounts and records;
- verify that the Grant has been spent on the activity in accordance with the Agreement; and
- include any other matters as specified in the Agreement.

In most cases LaunchVic requires a separate income and expense statement pertaining to the funding only. An income and expense statement for your entire organisation is not acceptable. If your organisation is funded for more than one activity, a single acquittal report can be provided. However, this report must clearly differentiate the income and expenditure relating to each grant you are funded for, unless otherwise specified in your Agreement.

What should your organisation do in preparation?

- Confirm the financial acquittal requirements of your Agreement with LaunchVic;
- If applicable, talk to your auditor about the financial acquittal requirements under the Agreement;
- Provide a copy of the Agreement and this information to your auditor; and
- Prepare a timetable to meet these reporting requirements and agree on this with your auditor.

SAMPLE

Schedule 5 – Statutory Declaration

Statutory Declaration

I, **[insert name and address]**, do hereby solemnly and sincerely declare that:

1. I am a Director of the **[insert name of Recipient] (Recipient)**.
2. The Recipient has complied with all of its obligations under the Agreement dated **[insert date] (Agreement)** between the Recipient and LaunchVic Limited on behalf of the State of Victoria.
3. The Recipient has incurred **[\$insert amount]** of Grant expenditure as at **[insert date]** in accordance with the terms of the Agreement.
4. The accounts relating to the Grant as attached to this Statutory Declaration are true and correct.*

AND I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act of the Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

DECLARED at

in the State of Victoria this

day of _____
_____ Two Thousand and
[insert year]

Before me

An Australian lawyer (within the meaning of the *Legal Profession Act 2004*);

Justice of the Peace;

A senior officer of a council (as defined in the *Local Government Act 1989*); or

Any other person empowered under Section 107A of the *Evidence (Miscellaneous Provisions) Act 1958*.

**Note: The Grant accounts should, at a minimum, itemise the Grant expenditure and, in relation to each item, describe the nature of expenditure, the amount and the connection to the Project.*