9.4 Maintaining project benefits

In your grant agreement, you will be required to commit to operate and maintain your project infrastructure and deliver project benefits into the future. In line with your grant agreement, the operational periods are relative to total project cost.

Project cost	Number of years
< $250,000	1 year
$250,000 to $1 million	3 years
> $1 million	5 years
Projects exempt from the co-funding requirement (see section 5.6.2)	5 years

Table 3 – Operational periods for maintaining project benefit

9.5 How we monitor your project

You must submit progress and financial reports in line with the grant agreement. We will provide sample templates for these reports as appendices in the grant agreement. You will also be able to download them from business.gov.au. 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
- contributions of participants directly related to the project
- expenditure of grant funds.

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

We will monitor the progress of your project by assessing reports you submit and may conduct site visits to confirm details of your reports if necessary. Occasionally we may need to re-examine claims, seek further information or request an independent audit of claims and payments.

9.5.1 Progress report

Progress reports must:

- include the evidence showing you have completed the agreed project activities
- show the total expenditure incurred to achieve the milestone
- be submitted within four weeks of the milestone due date or completing a milestone (you can submit reports ahead of time if you have completed the milestone).

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

You must discuss any project or milestone reporting delays with your Customer Service Manager as soon as you become aware of them.

When you complete the project, you must submit a final report.

9.5.2 Final report

Final reports must:

- include the agreed evidence as specified in the grant agreement

- identify the total eligible expenditure incurred for the project
- include an evaluation of the project, including the outcomes achieved
- be submitted within four weeks of completing the project
- be in the format provided in the grant agreement.

9.5.3 Ad hoc report

We may ask you for ad-hoc reports on your project. This may include reports to confirm progress, or to explain any significant delays or difficulties in completing the project.

9.5.4 Financial report

Where your total project cost is greater than $1 million or we consider your project is higher risk you will need to provide an independently audited financial acquittal report. A financial acquittal report will verify that you spent the grant as identified in the grant agreement. The financial acquittal report is attached to the sample grant agreements. We will assess your report and may re-examine your claims or conduct site visits if necessary.

9.6 Compliance visits

We may visit you during the project period to review your compliance with the grant agreement. We may also inspect the records you are required to keep under the grant agreement. We will provide you with reasonable notice of any compliance visit.

9.7 Project variations

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

- changing project milestones
- extending the timeframe for completing the project but not beyond 31 December 2019
- changing project activities.

The program does not allow for an increase to the agreed amount of grant funds.

If you want to propose changes to the grant agreement, you must put them in writing before the grant agreement end date. A Customer Service Manager can provide you with a variation request template. We will not consider changes after the grant agreement end date.

If a delay in the project causes milestone achievement and payment dates to move to a different financial year, you will need a variation to the grant agreement. We can only move funds between financial years if there is enough funding in the relevant year to allow for the revised payment schedule. If we cannot move the funds, you may lose some grant funding.

You should not assume that a variation request will be successful. We will consider your request based on factors such as

- how it affects the project outcome
- consistency with the program policy objective
- changes to the timing of grant payments.

9.8 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.

9.9 Events

We will also require you to notify us of events relating to your project and provide opportunity for the Minister or their representative to attend.

9.10 Evaluation

We may conduct an evaluation of the program to determine the extent to which the funded activity is contributing to the objectives and outcomes of the program. We may use information from your application and project reports. We may also interview you, or ask you for more information to help us understand how the grant impacted you and to evaluate how effective the program was in achieving its outcomes. We may contact you after you finish your project for more information to assist with this evaluation.

9.11 Tax obligations

Grants are subject to the Goods and Services Tax (GST). We will increase your grant payments to pay for GST if you are registered.

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. We do not provide advice on tax.

When we make your grant payments we will provide you with a recipient created tax invoice (RCTI).

10. Conflicts of interest

You should disclose in your application details of any real, apparent, or potential conflicts relating to your project or the program and how you propose to manage them.

For staff, technical experts and others who help to manage, assess and evaluate the program, a conflict of interest can exist if there is a conflict between:

- their program duties, roles and responsibilities; and

- their private interests (where these interests could inappropriately influence the way they manage the program).

Private interests include an individual's own personal, professional or business interests or the interests of individuals or groups they are closely associated with. This includes relatives, friends or other affiliations.

A conflict of interest can be:

- real (or actual)
- apparent (or perceived)
- potential

A real (or actual) conflict of interest exists when a person's private interests or their program duties, roles and responsibilities could improperly influence how they manage, assess and evaluate the program.

An apparent (or perceived) conflict of interest exists where it appears or is perceived by a third party that someone's private interests or their program duties, roles and responsibilities could improperly influence how they manage, assess and evaluate the program, even if a real or actual conflict has not, or cannot, be established.

A potential conflict of interest exists when someone has a private interest and an actual conflict of interest could arise if they make any decisions related to the program.

10.1 How we manage conflicts of interest

We manage conflicts of interest according to the *APS Code of Conduct (section 13 (7) of the Public Service Act 1999)*. We publish our conflict of interest policy on the Department of Industry, Innovation and Science[7] website.

All officials must declare any conflicts of interest. A delegated authority receives all declarations and assesses them to determine whether a conflict of interest exists and whether it is significant. In the event that we find a conflict of interest, we will advise that individual what they must do to manage the conflict. For example, if a conflict of interest is a cause for concern, that official will not take part in assessing applications under the program.

11. How we use your information

11.1 How we treat your information

We will treat the information you give us as sensitive and therefore confidential if it meets one of the four conditions below:

1. You clearly identify the information as confidential and explain why we should treat it as confidential.
2. The information is commercially sensitive.
3. Revealing the information would cause unreasonable harm to you or someone else.

[7] http://www.industry.gov.au/AboutUs/InformationPublicationScheme/Ourpolicies/Pages/Library%20Card/ConflictofInterestandInsideTradeExpectationsofInnovationEmployees.aspx

4. You provide the information with an understanding that it will stay confidential.

We may share the information you give us with other Commonwealth agencies for any purposes including government administration, research or service delivery and according to Australian laws, including the:

- *Public Service Act 1999* (Cth)
- *Public Service Regulations 1999* (Cth)
- *Public Governance, Performance and Accountability Act 2013* (Cth)
- *Privacy Act 1988* (Cth)
- *Crimes Act 1914* (Cth)
- *Criminal Code Act 1995* (Cth).

11.1.1 When we may reveal confidential information

Staff, technical experts and others who help to manage, assess and evaluate the program may reveal confidential information:

- to the Ministerial Panel, their staff and other Commonwealth employees and contractors, to help us manage the program effectively
- to employees and contractors of our department, so we can research, assess, monitor and analyse our programs and activities
- to employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery
- to other Commonwealth, state, territory or local government agencies in program reports and consultations
- to the Auditor-General, Ombudsman or Privacy Commissioner
- to the responsible Minister or Parliamentary Secretary
- to a House or Senate Committee of the Australian Parliament.

We may also reveal confidential information if:

- we are required or allowed by law to reveal it, or
- you agree to the information being revealed before we reveal it, or
- someone other than us has made the confidential information public.

11.2 How we use your personal information

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

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

We collect personal information from you, and may give that information to our employees and contractors, the Ministerial Panel, 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 of Infrastructure and Regional Development website[8].

Please read our Privacy Policy[9] on the Department of Industry, Innovation and Science website for more information on:

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

11.3 Public announcement

We will publish non-sensitive details of successful projects on the Department of Infrastructure and Regional Development[10] website and GrantConnect. We do this as per the reporting requirements of the *Commonwealth Grants and Rules Guidelines* and consistent with the Australian Government Public Data Policy Statement[11], unless otherwise prohibited by law. This information may include:

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

We publish this information to ensure open access to non-sensitive data within Australian Government agencies to enable greater innovation and productivity across all sectors of the Australian economy.

We may also publish details about successful projects on business.gov.au.

11.4 Freedom of information

The *Freedom of Information Act 1982* (FOI Act) applies to all documents we create, receive or store about the program. If someone requests a document under the FOI Act, we will release it (though we may need to consult with you or other parties first) unless it meets one of the exemptions set out in the FOI Act.

[8] www.infrastructure.gov.au

[9] http://www.industry.gov.au/Pages/PrivacyPolicy.aspx

[10] https://infrastructure.gov.au/department/grants/index.aspx

[11] http://www.dpmc.gov.au/resource-centre/data/australian-government-public-data-policy-statement

12. 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 de-identified questions you ask us with our answer 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
AusIndustry – Business Services
GPO Box 9839
CANBERRA ACT 2601

You can also contact the Commonwealth Ombudsman[12] with your complaint (call 1300 362 072). There is no fee for making a complaint, and the Ombudsman may conduct an independent investigation.

[12] http://www.ombudsman.gov.au/

Appendix A. Definitions of key terms

Term	Definition
Application form	The document issued by a *Program Delegate* that applicants use to apply for funding under the *program*.
Conflict of Interest	The exercise of a power or making of a decision by a person in a way that may be, or may be perceived to be, influenced by either a material personal interest (whether financial or non-financial) or a material personal association.
Customer Service Manager	Commonwealth government employees who manage the *grant agreements*.
Department	The Department of Industry, Innovation and Science.
Eligible application	An application or proposal for *grant funding* under the *program* that a *Program Delegate* has determined meets the eligibility requirements in accordance with these *guidelines*.
Eligible activities	The activities undertaken by a grantee in relation to a project that are eligible for funding support. This is decided by the Program Delegate in accordance with these guidelines and the grant agreement.
Grant agreement	A legally binding contract between the Commonwealth and a *grantee* for grant funding.
Grant funding or grant funds	The funding made available by the Commonwealth to successful applicants under the *program*.
Grantee	An entity that has been offered *grant funding* and has entered into a *grant agreement* with the Commonwealth in relation to the *program*.
Infrastructure	Physical structures and facilities (e.g. buildings, roads, power supplies) needed for the operation of a community.
Minister	The Minister for Regional Development.
Ministerial Panel	The panel of Ministers that make decisions on *projects* to be funded.
Not for profit (NFP)	An organisation that does not operate for the purpose of profit, personal gain or other benefit of particular people, when it is in operation or when it is wound up. Whilst a NFP is allowed to generate profits, the profits must be used to carry out its purpose (e.g. charitable purpose) and cannot be distributed to owners, members or private people.
Personal information	Has the same meaning as in the *Privacy Act 1988* (Cth).
Program	The Building Better Regions Fund.

Term	Definition
Program Delegate	An employee of the *department* or the Department of Infrastructure and Regional Development who has been authorised by the *Minister,* or is otherwise duly authorised, to carry out the relevant functions in respect of the *program* (and all initiatives under the *program)*.
Program funding or Program funds	The funding made available by the Commonwealth for the *program* in any given financial year. This is the funding specified in the Portfolio Budget Statement (as varied by any Portfolio Additional Estimates Statement or by the *Minister*) for that year.
Program Guidelines	Means these guidelines that are given by the *Minister* to the *department* to provide the framework for the administration of the *program*, as in force from time to time.
Project	A project described in an application for *Building Better Regions Fund grant funding*.
Project location	Where the *project* is undertaken, as determined by its latitude and longitude.
Project period	The time between the *project* start date and *project* end date as detailed in the *grant agreement.*
Value with Relevant Money	The processes, actions and behaviours employed by the Australian Government and grant recipients which result in public resources being used in an efficient, effective, economical and ethical manner.