

SAMPLE

Community Grants Program

Grant Agreement and Conditions



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Introduction

The Bega Valley Shire Council (BVSC) Community Grants Program provides funding for initiatives that support the achievement of Council's Delivery Plan and/or Community Strategic Plan priorities and actions, or other adopted strategies and plans.

This document outlines your responsibilities and requirements in accepting a community grant from BVSC. Across the 12 grant programs there will be different levels of accountability, depending on the type of community grant, the project or activity being undertaken, the level of funding and the legal status of the community grant recipient.

Schedule A and B provide more detail on your requirements.

Further information about BVSC Community Grants Program is available on the BVSC website at www.begavalley.nsw.gov.au or by calling 02 6499 2222 during business hours.

Part A

Community Grant Agreement

This Agreement is made between:

Bega Valley Shire Council
Zingel Place, Bega 2550
ABN 26 987 935 332

And

[Insert name of individual or community group]
[Address]
[ABN if applicable]

Community grant provided for: [Insert project name or detail]
Total community grant to be paid: [Insert grant amount and GST incl. or excl.]
Description of non-cash (in-kind) support to be provided: [Insert agreed non-cash support to be provided]
Please note that no further non-cash support will be provided unless approved in writing by BVSC.
Community grant funds to be expended by: [Insert date]
Final report and acquittal due: [Insert dates]

Part B

Conditions

1. Acceptance of grant

- 1.1. To receive a community grant from BVSC an authorised representative of the group or an individual in the case of scholarships and some reimbursements must accept the conditions of the grant by signing this Agreement and returning it to Council within 21 days.
- 1.2. If you are registered for GST, please return this Agreement with a tax invoice for the total amount plus GST. The Tax Invoice requesting payment should be made out to the Bega Valley Shire Council.
- 1.3. If you are not registered for GST, the full amount of the community grant will be paid on receipt of the Agreement
- 1.4. **Organisations only:** If you do not have an ABN, a completed Statement by a supplier with reason for not quoting an ABN is required to be submitted with this agreement.
- 1.5. **Please note:** All payments are made by electronic funds transfer to the nominated financial institution on your application form. No community grants will be paid in cash, by cheque or through any goods/service exchange.
- 1.6. Subject to the terms and conditions of this Agreement, BVSC will make grant payments in accordance with the amounts and timetable set out in Part A.
- 1.7. This offer does not commit BVSC to future support or grants for this or any other activity run by the grant recipient.

2. Expenditure of community grant

- 1.1. The BVSC community grant must be spent on the project/activity listed in this Agreement and in accordance with these conditions and any budget breakdown and project milestones provided in the grant application.
- 1.2. Any change to the use of the grant must be approved in writing by BVSC including the use of any unspent funds. BVSC may request unspent funds to be returned.
- 1.3. You must keep financial records relating to the activity so as to enable all receipts and payments related to the project/activity to be identified and reported, if requested.
- 1.4. You must provide any additional information in relation to the project within 21 days (unless otherwise specified) of it being requested in writing by BVSC.

3. Breach of Agreement

- 3.1. If in the opinion of BVSC and through reasonable consultation, it deems that the terms of this Agreement have been breached it may terminate the Agreement and seek a repayment of non-expended funds.
- 3.2. Severability: The invalidity or unenforceability of any one or more of the conditions of grant shall not invalidate or render unenforceable the remaining conditions of grant. Any invalid or unenforceable condition shall be severable and all other conditions shall remain in full force and effect.

4. Non-cash (in-kind) support (if applicable)

- 4.1. Non-cash support is only available within operational and budgetary constraints.
- 4.2. Only non-cash support listed in Part A of the Agreement will be provided and no further requests will be considered.

5. Publications, promotional material and events (where applicable)

- 5.1. As a minimum you must acknowledge the BVSC's assistance on all signs, publications, reports, websites, social media and promotional material relating to the project with the statement (amend as necessary), prominently displayed that states:

"This project has been assisted by the Bega Valley Shire Council Community Grants Program".

- 5.2. Council may provide project signage to erect where site works are involved and where the project is in a highly visible location.
- 5.3. You must issue an invitation to the Mayor to any launch or public event associated with your project/activity.
- 5.4. Some Community Grant Programs will have additional requirements as funds may require acknowledgement to other partners or sources. Your BVSC contact will advise of these requirements.
- 5.5. If in the course of utilising a BVSC community grant, funds are raised for 'on giving' to other organisations, BVSC must be acknowledged in this process. Significant surpluses should be utilised to make activities self-sustaining. If funds are given away at the cost of self-sustainability (unless clearly articulated in the grant application) this may impact on the outcome of a future application.

6. Reporting (does not apply to scholarships or reimbursements)

- 6.1. You must complete the project and submit your final report as outlined in Schedule A and within the agreed time period or such other date as may be approved in writing by BVSC.

7. Approvals (where applicable)

- 7.1. You shall be responsible for effecting all necessary approvals that maybe required before any works are undertaken. This may include, but not limited to:
 - Development Consent;
 - Construction Certificate;
 - Approval for the use of public lands;
 - Food handling requirements;
 - Land owners consent;
 - Office of Environment and Heritage or National Parks and Wildlife Service approvals; and/or
 - other legislative or regulatory requirements.
- 7.2. If in doubt ask your BVSC contact.

8. Indemnities (where applicable)

- 8.1. You will be the Principal Contractor for all work outlined in your grant application, as part of the funded project/activity.
- 8.2. All work is to be undertaken in accordance with Workplace Health and Safety legislation and regulation requirements. This includes completion of site specific risk assessments and safe work method statements which must be submitted to Council prior to commencement.
- 8.3. You agree to ensure that personnel (including volunteers) performing work in relation to the project/activity are appropriately trained/skilled/qualified to perform the tasks required.
- 8.4. You will indemnify and keep indemnified BVSC from and against all actions, claims, demands and other proceedings that may be made or recovered against the BVSC, its members or officers, in respect of any damage to property, personal injury or death where the damage, injury or death was caused by any wilful, unlawful or negligent act or omission of the grant recipient in relation to the carrying out of the project.
- 8.5. The BVSC will inform you as soon as it becomes aware of any such action, claim, demand or proceeding.
- 8.6. Neither you nor any person engaged by you shall by virtue of the community grant be in the service or employment of the BVSC.
- 8.7. You shall be responsible for effecting and maintaining all insurances required under worker's compensation legislation and for taking all other actions requisite as employer of person so engaged. You shall also be responsible for ensuring volunteers are covered by volunteer personal accident insurance.
- 8.8. You must effect and maintain public liability insurance in relation to all premises and sites on which the project/activity is carried out for all works and activities undertaken for this project.
 - The insurance shall be for an amount of at least \$20,000,000.
 - The policies shall be made available to the BVSC for inspection on request.

9. Returning the Agreement

9.1. The Agreement and any required documentation should be returned within 21 days:

Scanned and emailed to council@begavalley.nsw.gov.au

Posted to [Grant title], Bega Valley Shire Council, PO Box 492, Bega, NSW 2550

Hand delivered to:

- BVSC Office or Bega Library, Zingel Place, Bega;
- Bermagui Library, Bermagui Community Centre Bunga Street, Bermagui;
- Tura Marrang Library and Community Centre, Tura Beach Drive, Tura Beach;
- Library Portal at the Bega Valley Regional Learning Centre, Cabarita Place, Merimbula; or
- Eden Library, Cnr Mitchell and Imlay Streets, Eden.

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Part C Execution

This Agreement must be signed by an authorised representative of the organisation/group (such as the Chairperson, President or any other person with authority to bind the organisation) or an individual in the case of scholarships and reimbursements.

Executed by the Council

Signed on behalf of the Council of the Shire of the Bega Valley

Name of authorised officer

Position

Signature of authorised officer

Date

Executed by the Grant Recipient

Signed on behalf of _____

Organisation

Name of authorised representative

Position

Signature of authorised representative

Date

Part D

Schedules

BVSC may amend Schedules in writing during the term of the grant. Should this occur BVSC will send you a copy of the revised Schedules.

Schedule A: Guidelines for the Final Report (if applicable)

Why we require a report

BVSC requires a project/activity report in order to be satisfied that BVSC's investment in your project achieves agreed outcomes and funds are appropriately spent.

Reporting also:

- provides you an opportunity to evaluate your project and make improvements where necessary;
- informs the Council where environmental benefits can be spread beyond your project; and
- assists Council in developing future funding programs and policies.

What we do with your project report

The Final Project Report is an important part of your Agreement with BVSC.

Your report will be reviewed by BVSC staff to assess progress, performance and achievement.

This Report (except the financial information) will form part of Council's Community Strategic Plan reporting and will generally be reported in the BVSC Annual Report. Summaries of final reports will also be presented on the BVSC website.

Timing of report

The final report is due as outlined in Part A of the Agreement. It is very important that you meet the due date. Non-compliance with this Agreement could affect future grant applications.

About the Final Project Report

The Final Project Report should be written to enable a comprehensive review of the outcomes achieved and to inform the BVSC of any issues, opportunities and changes that may be relevant to future Community Grants Program.

As a minimum the Final Project Report shall:

- Detail outcomes achieved;
- Discuss the success of the project and the activities and approaches used;
- Evaluate achievement of proposed project outcomes;

- Outline lessons learnt and future opportunities; and
- Demonstrate appropriate use of funds and allow acquittal of grant.

Copies (or a summary) of media coverage obtained should also be included with your report.

Photographic documentation about the project should be included in your report. Where applicable, these should document sites before, during and after the project. All photographs should be clearly referenced. If you wish the photographer to be credited in any public use of the images, please include the photographer's name.

The final report should be provided to BVSC in electronic format where possible. If there are items / articles which need to be provided to Council in hard copy these can be posted or dropped off at the Bega Office of BVSC and appropriately marked.

Financial Report

The Final Report must also include a Financial Report clearly detailing the actual expenditure items for the project. Financial reports can be signed off by the project manager or the financial officer preparing the report.

Checklist of items to report

- Detail outcomes achieved.
- Success of the project and the activities and approaches used.
- Evaluate achievement of proposed project outcomes.
- Outline lessons learnt and future opportunities.
- Copies of any media coverage.
- Financial Report clearly detailing the actual expenditure items for the project.

Schedule B¹

Legals (the fine print)

1. Notices

- 1.1. The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the project/activity or otherwise required under this Agreement.
- 1.2. A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

2. Relationship between the Parties

- 2.1. 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.

3. Subcontracting

- 3.1. The grant recipient remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.
- 3.2. The grant recipient agrees to make available to BVSC the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

4. Conflict of interest

- 4.1. The grant recipient agrees to notify BVSC promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

5. Intellectual Property

- 5.1. The Grant recipient owns the Intellectual Property Rights in Material created undertaking the project/activity.
- 5.2. The Grant recipient gives BVSC a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for BVSC purposes.
- 5.3. This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

¹ Adapted from the Commonwealth Low-risk Grant Agreement template July 2014, <https://www.finance.gov.au/resource-management/grants/grant-agreement-template/> accessed 13 November 2016

6. Privacy

- 6.1. When dealing with Personal Information in carrying out the project/activity, the Grant recipient agrees not to do anything which, if done by BVSC, would be a breach of an Australian Privacy Principle.

7. Confidentiality

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

8. Dispute resolution

- 8.1. The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.
- 8.2. The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

9. Termination for default

- 9.1. The BVSC may terminate this Agreement by notice where it reasonably believes the grant recipient:
- has breached this Agreement; or
 - has provided false or misleading statements in their application for the grant; or
 - has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

10. Cancellation for convenience

- 10.1. The BVSC may cancel this Agreement by notice, due to:
- a Change in the Control of the grant recipient, which BVSC believes will negatively affect the Grant recipient's ability to comply with this Agreement.
- 10.2. The Grant recipient agrees on receipt of a notice of cancellation under clause 10.1 to:
- stop the performance of the grant recipient's obligations as specified in the notice; and
 - take all available steps to minimise loss resulting from that cancellation.
- 10.3. In the event of cancellation under clause 10.1, BVSC will be liable only to:
- pay any part of the Grant due and owing to the Grant recipient under this Agreement at the date of the notice; and
 - reimburse any reasonable expenses the Grant recipient unavoidably incurs that relate directly to the cancellation.

10.4. The BVSC liability to pay any amount under this clause is subject to:

- the Grant recipient's compliance with this Agreement; and
- the total amount of the Grant.

10.5. The Grant recipient will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grant recipient.

11. Survival

11.1. Clauses 5, 6, 7, 11 and 12 survive termination, cancellation or expiry of this Agreement.

12. Definitions

12.1. In this Agreement, unless the contrary appears:

- Activity means the activities described in the Grant Details.
- Activity Material means any Material, other than Reporting Material, created or developed by the Grant recipient as a result of the Activity.
- Agreement means this document and any schedules or attachments.
- 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 Grant recipient.
- BVSC means the Bega Valley Shire Council and includes, where relevant, its officers, employees, contractors and agents.
- Existing Material means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- Grant means the money, or any part of it, payable by BVSC to the Grant recipient as specified in the Agreement.
- Grant recipient means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- 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 Grant recipient or BVSC.
- Personal Information has the same meaning as in the Privacy Act 1988.
- Reporting Material means all Material which the Grant recipient is required to provide to BVSC for reporting purposes as specified in the Agreement.

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