

Community Grants Program Agreement and Conditions

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Bega Valley Shire Council acknowledges and pays our respects to the traditional custodians of the lands, waterways and airspace of the shire.

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Background

Bega Valley Shire Council's (BVSC) Community Grants Program provides funding annually for over 100 local initiatives that support the achievement of our Community Strategic Plan, Delivery Program, priorities and actions, and other adopted strategies and plans. The program supports the community to deliver projects and programs that address local needs.

This document outlines your responsibilities and requirements in accepting a community grant from Council. Across the various grant programs there may 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 grant recipient.

Once completed, this document forms an agreement between the Bega Valley Shire Council and the Grantee.

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Part A Conditions

Council has agreed to enter this Agreement under which the Council 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.

1. Purpose of the Grant and Activity

- 1.1. The Grant must be spent for the Purpose/Activity outlined in Part C of this Agreement and in accordance with any details, budget breakdown and project milestones provided in the grant application.

2. Duration of the Grant

- 2.1. The Grant is to be expended in the timeframes detailed in Part C of this Agreement.

3. Payment of the grant

- 3.1. The total amount of the Grant is detailed in Part C of the Agreement.
- 3.2. Any in-kind support (if applicable) is listed in Part C of the Agreement.
- 3.3. GST is not payable on the Grant.
- 3.4. Invoicing
 - a) If you are registered for GST, please return this Agreement with a tax invoice for the approved grant amount. No GST component will be funded by the grant as you are registered for GST and are able to claim back the GST through the tax system. The requesting payment should be made out to the Bega Valley Shire Council.
 - b) If you are not registered for GST, please return this Agreement with an invoice for the approved grant amount that includes any GST you need to pay to suppliers. If you are not registered for GST, grant funds can be used to pay GST incurred in carrying out the grant project. The invoice requesting payment should be made out to the Bega Valley Shire Council.
 - c) 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.
- 3.5. All payments are made by electronic funds transfer to the nominated financial institution. No payments will be paid by cash, cheque or through any goods/service exchange.

4. Reporting, acquittal, and record keeping

- 4.1. You must complete the project and submit a final report as outlined in Schedule A.
- 4.2. The final report is due within 30 days of project completion, or at the latest, the final report due date as listed in Part C of the agreement.
- 4.3. You must keep records as detailed in Schedule A, including financial records relating to the activity to enable all receipts and payments related to the project/activity to be identified and reported.
- 4.4. You must provide any additional information in relation to the project within 21 days (unless otherwise specified) of it being requested in writing by Council.

5. Variation

- 5.1. You must let us know promptly if anything happens which may affect your ability to use the grant for the project/activity within the timeframes specified. Any change to the use of the grant must be approved in writing by Council including the use of any unspent funds. Council may request unspent funds to be returned.
- 5.2. If your grant funded community project requires an extension of time, or can't be delivered as planned, you must submit an online variation request form and receive approval before any Activity can be competed:

<https://begavalley.nsw.gov.au/community/community-grants-program-variation-request>

6. Acknowledgments, publicity, promotional material and events

- 6.1. You must acknowledge Council's assistance on all Material, signs, publications, reports, websites, social media and promotional material relating to the project by including Council's logo and/or a prominently displayed statement (amend as necessary), that states:

"This project has been assisted by the Bega Valley Shire Council Community Grants Program".
- 6.2. Some Community Grant Programs will have additional requirements and funds may require acknowledgement to other partners or sources. Your Council contact will advise of these requirements.
- 6.3. Council may provide project signage to erect where site works are involved and where the project is in a highly visible location.
- 6.4. You must issue an invitation to the Mayor to any launch or public event associated with your project/activity.
- 6.5. The council may publicise your project through its annual reports, newsletter, website, media releases and liaison with journalists.

7. Work health and safety

- 7.1. 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.
- 7.2. If requested by the Council, 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.
- 7.3. When using the Council'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 Council or as might reasonably be inferred from the use to which the premises or facilities are being put.

8. Relevant qualifications, skills or checks

- 8.1. You agree to ensure that personnel (including volunteers) performing work in relation to the project/activity are appropriately qualified to perform the tasks and have the relevant skills and qualifications.

8.2. You agree to comply with all State, Territory and Commonwealth laws relating to the employment or engagement of persons in relation to the Activity, including by obtaining and maintaining all necessary police and other checks in relation to personnel.

8.3. Neither you nor any person engaged by you shall by virtue of the community grant be in the service or employment of the Council.

8.4. Child Safety

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

- a) to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described;
- b) if requested, provide an annual statement of compliance in such form as may be specified by Council; and
- c) to ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses 8.4 a) and (b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

8.5 Vulnerable Person

Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

- a) obtain a Police Check for that person;
- b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
- c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
- d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause remain current for the duration of this agreement.

9. Breach of the Agreement

9.1. If through reasonable consultation, Council deems that the terms of this Agreement have been breached it may terminate the Agreement and seek a repayment of the funds.

9.2. Funds may be reviewed or revoked at any time under one or more of the following circumstances: unsatisfactory work; failure to meet time schedules; failure to provide reports; non-disclosure, misleading or false disclosure of information.

10. Fraud

10.1. 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.

- 10.2. The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.
- 10.3. If the Grantee becomes aware of any Fraud, the Grantee agrees to report the matter to the Council and all appropriate law enforcement and regulatory agencies within 5 business days.
- 10.4. This clause survives the termination or expiry of the Agreement.

11. Approvals (where applicable)

- 11.1. You shall be responsible for effecting all necessary approvals that maybe required before any works are undertaken. This may include, but is 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.
- 11.2. If in doubt, ask your Council contact.

12. Insurance

- 12.1. 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.
- 12.2. You must affect 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 Council for inspection on request.

Part B Schedules

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

Schedule A: Guidelines for the final report

Why we require a report

The final report is an important part of your Agreement with Council. It ensures that Council'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
- informs Council where benefits can be spread beyond your project, and
- assists Council in developing future funding programs and policies.

When is your report due?

The final report is due within 30 days of project completion, or at the latest, the final report due date as listed in Part C of the agreement. It is very important that you meet the due date. If a final report is not received, or is incomplete, no additional funding will be considered. If through reasonable consultation, Council deems that the terms of this Agreement have been breached it may terminate the Agreement and seek a repayment of funds.

What we do with your project report

Your report will be reviewed by Council staff to assess progress, performance, and achievement of the grant program. This report (except the financial information) will form part of Council's Community Strategic Plan reporting and may be reported in the Council Annual Report and Council website. It may also be presented in associated publicity (newsletters, media releases, web content, social media and/or liaison with journalists).

About the Final Project Report

The Final Report is your chance to tell us about the results you have achieved.

It is an opportunity to:

- describe the outcomes of the program, project, event, or service funded, and evaluate their success (e.g., number of attendees, community feedback)
- discuss the activities and approaches used
- outline lessons learnt and future opportunities
- demonstrate the outcomes via photographs and media coverage
- evidence appropriate use of funds, and
- provide additional feedback to inform Council of any opportunities, issues and changes that may be relevant to future Community Grants Programs.

Photographic evidence

Photographic documentation of the project must be included in your final report. Photographs must be high quality and suitable for publication online, in promotional materials or testimonials.

Suitable photographic evidence includes:

- pictures of sites before, during and after the project
- pictures that show volunteers in action, the community engaging with the project, and/or the items in use
- copies of any media coverage.

All photographs should be clearly referenced and include the photographers name if they are to be credited in any public use of the image. Permission must be sought from anyone in the photographs for images to be used by Council and other NSW Government agencies in publicity related to the project and on their websites.

Financial evidence

You must detail the actual expenditure for the project and provide evidence to ensure funds are appropriately spent. This is an opportunity to demonstrate how the project aligned or deviated from your original budget as provided in your application.

Suitable financial evidence includes:

- a receipt or proof of purchase – which may be printed from a cash register, handwritten, or electronic for online purchases
- tax invoice showing zero-balance payable (please note, a tax invoice with an outstanding balance does not confirm funds have been spent. Similarly, quotes are not acceptable as they do not show proof of purchase)
- bank statements highlighting relevant expenditure.

How to complete your final report

Your final report can be completed online on Council's website:

<https://begavalley.nsw.gov.au/community/community-grants-program-final-report>

Schedule B¹: The fine print

1. Undertaking the Grant Activity

- 1.1. The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

- 2.1. The Grantee agrees to acknowledge the Council's support in any material published in connection with this Agreement and agrees to use any form of acknowledgement the Council reasonably specifies.

3. Notices

- 3.1. Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance or its other requirements under this Agreement.
- 3.2. A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.
- 3.3. Council may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7.

4. Relationship between the Parties

- 4.1. 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.

5. Subcontracting

- 5.1. The Grantee remains responsible for with the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.
- 5.2. The Grantee agrees to make available to Council the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of Interest

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

7. Variation

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

8. Payment of the Grant

- 8.1. The Council agrees to pay the Grant to the Grantee in accordance with the Grant Details.

- 8.2. The Council may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

- 8.3. A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the grant recipient can take to address those reasons.

- 8.4. The Council will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

- 9.1. The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.
- 9.2. The Grantee agrees to provide a statement, in the format required by the Council, verifying the Grant was spent in accordance with the Agreement.

10. Repayment

- 10.1. If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Council unless agreed otherwise.
- 10.2. The amount to be repaid under clause 10.1 may be deducted by the Council from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Council.

11. Record keeping

- 11.1. The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

- 12.1. Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.
- 12.2. This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- 12.3. The Grantee gives Council a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish, and adapt Reporting Material for Council purposes.

13. Privacy

- 13.1. When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by Council, would be a breach of an Australian Privacy Principle.

14. Confidentiality

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

15. Insurance

- 15.1. The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide Council with proof when requested.

16. Indemnities

- 16.1. The Grantee indemnifies the Council, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.
- 16.2. The Grantee's obligation to indemnify the Council will reduce proportionally to the extent any act or omission involving fault on the part of the Council contributed to the claim, loss or damage.

17. Dispute resolution

- 17.1. The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.
- 17.2. The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.
- 17.3. The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

18. Termination for default

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

19. Cancellation for convenience

- 19.1. The Council may cancel this Agreement by notice, due to:
- a) a change in government policy; or
 - b) a Change in the Control of the Grantee, which the Council believes will negatively affect the Grantees ability to comply with this Agreement.
- 19.2. The Grant recipient agrees on receipt of a notice of cancellation under clause 19.1 to:
- a) stop the performance of the Grantee's obligations as specified in the notice; and
 - b) take all available steps to minimise loss resulting from that cancellation.
- 19.3. In the event of cancellation under clause 19.1, Council will be liable only to:

a) pay any part of the Grant due and owing to the Grantee, under this Agreement at the date of the notice; and

b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3 a).

- 19.4. The Council's liability to pay any amount under this clause is subject to:

- a) the Grantee's compliance with this Agreement; and
- b) the total amount of the Grant.

- 19.5. The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

- 20.1. Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Council General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant
- **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.
- **Council** 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 or Activity Material.
- **Grant** means the money, or any part of it, payable by the Council to the Grantee as specified in the Grant Details.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- **Grant Details** means the section 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 Council.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Council for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

¹ Adapted from the Commonwealth Low-risk Grant Agreement template:

<https://www.finance.gov.au/resource-management/grants/grant-agreement-template/> accessed 13 November 2016, and <https://www.finance.gov.au/resource-management/grants/grant-agreement-templates/> accessed 4 November 2019, and <https://www.finance.gov.au/government/commonwealth-grants/tools-and-templates> accessed 22 May 2023.

Part C Grant Details and Acceptance

Acceptance of the Grant

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.

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).

If your organisation is auspiced by an incorporated organisation, both the auspicee (the unincorporated organisation) and the auspisor (the incorporated organisation) are required to sign this agreement.

For projects where the applicant is not the owner of the item for which assistance is being granted, the owner also must also agree to the conditions and give permission for work to commence.

By executing this Agreement, each signatory accepts all terms and conditions and represents that they are duly authorised to sign on behalf of their entity. The date of this agreement is the date it has been executed by both parties.

This offer does not commit Council to future support or grants for this or any other activity run by the grant recipient.

Budget

The Grantee agrees to use the Grant and undertake the Activity consistent with the following budget:

Expenditure Item	Description	Grant Contributions (GST [incl/excl])	Other Contributions – Grantee (GST [incl/excl])	Other Contributions -Third Parties (GST [incl/excl])	Total Cost (GST [incl/excl])
[insert reference]	[insert description of the expenditure item]	[insert amount of Grant contributed to this budget item]	[insert amount of Grantees own funds contributed to this budget item]	[insert amount of other sources of funding contributed to this budget item]	[insert total amount cost of the budget item]