

Grants Program – Conditions of Funding

Definitions relevant to these Conditions of Funding can be found on **page 7**.

1. Agreement

- a) The funding described in any Acceptance Letter is to be used solely for the specified purpose described in the Acceptance Letter and subject to the following Conditions.
- b) A contract and legal relations between Us and You, pertaining to the funding will come into existence when the Conditions of Funding and Acceptance Letter are agreed by You and Us.
- c) The expressed and implied provisions of the Acceptance Letter form part of the Conditions and must be complied with in accordance with their terms.
- d) The Conditions do not displace, reduce, or otherwise lessen Our rights at or under any Law.
- e) Any part of the funding that is not used in accordance with Condition 1(a) must be repaid by You unless written approval is obtained from Us.
- f) Being provided with funding does not entitle You to receive any further funding.
- g) The Organisation acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the Organisation.

2. Provision of information

- a) You must promptly inform us of any changes to Your:
 - i. name;
 - ii. address;
 - iii. nominated contact details; or
 - iv. bank account details.
- b) You should promptly inform Us if anything is likely to affect or delay the Project and keep Us apprised of all salient developments as and when they occur.
- c) If You become aware of a breach of any of the Conditions, You must contact Us immediately.

- d) If We request from You information, or access to information, relating in any way to this contract, You must promptly comply with such request.
- e) You must allow the Auditor General for the State of Western Australia, or an authorised representative, to have access to and examine Your records and information concerning the funding, if requested.

3. Notices

- a) All requests to change the approved purpose or seek an extension of the funding period, directions, consents, notices, notifications and other communications that may or must be given under the contract, to be valid and effective, must be in writing from the **Legal signatory nominated** in the application; and sent to Our **Agreement Manager**:

Name: Adam Walker
Title: A/Director Policy, Planning and Research
Organisation: Department of Training and Workforce Development
Postal Address: Locked Bag 16, Osborne Park Delivery Centre WA 6916
Telephone: (08) 6551 5267
Email: CTP.Grants@dtwd.wa.gov.au

4. Publication

We may publicise the fact of Our funding hereunder as, when, and howsoever We choose. You consent to Us publishing reports and documentation relating to the Funding and the Project on any website or social media platform and using and disclosing this information for marketing or promotional purposes.

5. GST

- a) The total grant payment provided by Us includes an amount to cover any liability for GST, if applicable.
- b) If You are registered for GST, then to comply with the GST requirements, You agree that:
 - i. We will issue Recipient Created Tax Invoices (RCTIs) in respect of the Project where appropriate;
 - ii. You shall not issue tax invoices in respect of the Project where We have generated a RCTI;

- iii. at the time of entering this agreement You are registered for GST and will notify Us immediately if GST registration ceases; and
- iv. You will remit the GST liability on activities undertaken with the funding to the Australian Taxation Office.

6. Reporting

- a) You must meet any payment conditions and reporting requirements as specified by Us.
- b) At the conclusion of the Project, You agree to complete the *Grants Program Reporting Template* (provided by Us), detailing the delivery and outcomes of Your program, within 20 days of completion of the Project, including:
 - i. the number and key demographic features of students who participated;
 - ii. a brief summary of the activity (s);
 - iii. collaboration with industry/schools/TAFEs and other relevant agencies;
 - iv. a summary of student feedback (post-participation survey and/or testimonials) and what worked well and what you would change;
 - v. photographs of activities associated with the delivery, if available with signed consent forms; and
 - vi. a certified statement from the Legal Signatory that the funds have been fully expended and used solely for the approved purposes, as per the Acceptance Letter.
- c) Reporting and acquittal must be completed to be eligible for any further funding.

7. Intellectual property

- a) The Intellectual Property Rights of any new material developed exclusively for the delivery of services associated with provision of the funding will be owned by Us and made available to all schools, as appropriate, at Our request.
- b) You must not use any of Our trademarks, logos, or other intellectual property without Our prior written consent and only then in accordance with Our written directions or requests.

8. Relationship

You agree that nothing funding approved in an Acceptance Letter may be construed to make either You or Us, an agent, employee or joint venturer of the other.

9. Third party grants

You must provide Us with the names and contact details of any third party funders and You must allow those third party funders to liaise with Us and give Us any information pertaining to You, Your activities and Your finances.

10. Your behaviour

- a) You will, in relation to the Funding, the activities undertaken with the funding and Your business:
- i. act ethically and commercially prudently;
 - ii. not do anything or allow anything to be done which causes or could cause Us to be publically criticised, embarrassed, or ridiculed; and
 - iii. comply with all Laws and State policies and guidelines, including those policies and guidelines set out in the Acceptance Letter.

11. Warranties

You warrant that all information provided or given by You or on Your behalf under, in relation to or preparatory to the contract is true, correct, and complete and in no way misleading or deceptive. If information is or becomes untrue or incorrect in any way, You shall promptly notify Us in writing, giving Us all relevant details.

12. Relationship

You may not assign, novate, transfer, or otherwise deal with the contract, or Your rights and obligations under the contract, except with Our prior written consent.

13. Insurance

You shall take out and maintain (for the duration of the contract), with a reputable and solvent insurer, insurance for public liability and products liability with appropriate coverage in respect of each occurrence, covering legal liability to third parties for death, illness or injury to any person or the loss, destruction, damage to any property directly or indirectly caused by or arising out of the conduct of Your business.

14. Limitation of liability

- a) We will not be held responsible for the success of the approved purpose for which the grant is applied for or for any losses or additional costs incurred that are associated with the approved purpose.
- b) You release Us from all liability in relation to the Funding, the Project, the Conditions and any related matter and agree that You will not make any claim against Us arising directly or indirectly in relation to the Funding, the Project, the Conditions and any related matter.
- c) You agree to indemnify Us, our officers, employees and agents from and against any loss, damage, claims, liability, suffered or incurred by or brought against Us or any of our officers, employees or agents caused by, arising out of, or relating directly or indirectly to any:
 - i. act or omission by You or Your employees, contractors, officers, or agents;
 - ii. breach by You of Your obligations or warranties; or
 - iii. breach of a Law by You or any of Your employees, contractors, officers, or agents.
- d) Your liability to indemnify Us will be reduced proportionately to the extent that Our negligent or other tortious act or omission contributed to the relevant liability, loss, damage, or expense.
- e) Our right to be indemnified under this clause:
 - i. is in addition to, and not exclusive of, any other right, power or remedy provided by Law; and
 - ii. does not entitle Us to be compensated in excess of the amount of the relevant liability, loss, damage, or expense.
- f) This clause survives the expiration or termination of this contract.

15. Termination

- a) If you breach any of the Conditions, We may:
 - i. suspend performance of Our obligations until such time as We are satisfied in Our absolute discretion that You have remedied the breach; or
 - ii. terminate this contract by providing notice in writing, and this contract is then terminated from the date specified in that notice.
- b) If We terminate this contract:
 - i. we have no further obligation to pay You the Funding or any part of the Funding, which has not yet been paid to You; and

- ii. you must, on request by Us, promptly pay to Us an amount of money equal to some or all of the Funding (determinable at Our discretion).
- c) If you cease carrying out the activities for which the grant was made or if We terminate the arrangement on account of Your breach or breaches of these Conditions, then:
 - i. the balance of the grant monies unspent must be repaid to Us; and
 - ii. any property acquired with the grant monies must be transferred to Us.

Legal signatory

Name: _____

Title: _____

Organisation: _____

Signature: _____

Date: _____

Witness (Contact person on the application)

Name: _____

Title: _____

Organisation: _____

Signature: _____

Date: _____

Definitions

In these Conditions of Funding (including the Acceptance Letter), unless the context otherwise requires:

- a) **Acceptance Letter** means the Funding Acceptance Letter, which, together with these Conditions, forms the contract between You and Us regarding the Funding;
- b) **Business Day** means any day in Perth, Western Australia, which is not a Saturday, Sunday or public holiday.
- c) **Conditions** means all these Conditions of Funding, the content of the Acceptance Letter (including any additional conditions therein), and all other terms and conditions imposed by Us in respect to the Funding.
- d) **the contract** or **this contract** means the contract between You and Us formed by these Conditions and the Acceptance Letter;
- e) **GST** is defined in the GST Law;
- f) **GST Law** is defined in the *A New Tax System (Goods and Services) Tax Act 1999 (Cth)*;
- g) **information** includes facts, data, assertions, representations and projections, and documentation upon which information is recorded;
- h) **Law** means all applicable present and future rules or requirements of a statute, subsidiary legislation, the common law or equity;
- i) **Project** means the procurement, activities and/or events undertaken by You with the Funding as set out in the Acceptance Letter;
- j) **Us, We, Ourselves,** and **Our** pertain to the State of Western Australia (State);
- k) **You, Yourself,** and **Your** pertain to you, the recipient of the Funding described in the Acceptance Letter;
- l) A reference to the singular includes the plural and vice versa; and
- m) Terms used in these Conditions and defined in the Acceptance Letter (including any information enclosed therewith or attached thereto) shall bear the same meanings ascribed to them in that Acceptance Letter.