

The State of Western Australia acting through
The Department of Communities

and

XYZ Inc.

for

Career Expo and Symposium to Promote Employment of Particular
Western Australians

GRANT AGREEMENT

This Grant Agreement is made on

day of

20

Between:

The State of Western Australia acting through the Department of Communities ("Grantor")

and

XYZ Inc. ("Organisation")

RECITALS

The Organisation has applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this Grant Agreement, including its recitals and any schedules or annexures (if any).

Acquittal occurs when the Grantor has advised the Organisation that the reports and financial information provided by the Organisation in accordance with clause 3.6 are satisfactory.

Approved Purpose means the purpose or purposes set out in item 1 of Schedule 1.

Auditor means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants and who is independent from the Organisation.

Auditor General means the Auditor General for the State of Western Australia.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Grant Funds means the amount or amounts specified in item 8 of Schedule 1.

Party means each of the Grantor or the Organisation as the context requires and **Parties** means both of them.

Project means the initiative or activities to be undertaken with the Grant Fund specified in item 2 of Schedule 1.

2. PAYMENT OF GRANT FUNDS

Subject to the terms and conditions of this Agreement, the Grantor will pay to the Organisation the Grant Funds in accordance with the payment schedule specified in item 9 of Schedule 1.

3 OBLIGATIONS OF ORGANISATION

3.1 Use of Grant Payment

The Organisation will use the Grant Funds solely for the Approved Purpose.

3.2 No Changes

The Organisation will not make any changes to the Approved Purpose without the prior written consent of the Granter.

3.3 No Endorsement

The Organisation agrees that nothing in this Agreement constitutes an endorsement by the Granter of any goods or services provided by the Organisation.

3.4 Acknowledgement of Grantor

The Organisation will acknowledge the Grantor in the manner set out in item 7 of Schedule 1.

3.5 Request for Information

(a) The Organisation is to provide the Grantor with any documents or information relating to this Agreement or the Project within ten (10) business days of receiving such a request from the Granter.

3.6 Accounts and Reporting

(a) The Organisation is to provide the progress reports, evaluation reports and financial statements specified in Schedule 2.

(b) The Organisation is to keep proper financial records in accordance with generally accepted accounting principles and practices.

3.7 Special Conditions of Grant

The Organisation agrees to comply with the special conditions (if any) specified in item 5 of Schedule 1.

3.8 General Undertaking of Organisation

The Organisation must:

(a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Granter of any occurrence which might adversely affect its ability to do so in a material way;

(b) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;

- (c) not, nor attempt to, sell, transfer, assign, mortgage PARTICULAR, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or obligations under this Agreement;
- (d) comply with all State and Commonwealth laws, rules, regulations and by-laws;
- (e) cooperate fully with the Grantor in the administration of this Agreement; and
- (f) upon reasonable notice, provide the Grantor or its PARTICULARs, with access at any reasonable time and from time to time to the Organisation's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Organisation with this Agreement.

4. REPAYMENT AND RETENTION OF GRANT FUNDS

The Organisation must repay to the Grantor any funds that the Grantor has paid which are not used in accordance with this Agreement unless there has been written agreement otherwise between the parties.

5. LIMITATION OF LIABILITY

The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose and is not liable for any losses which may be suffered by the Organisation in undertaking the Approved Purpose.

6. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MAN PARTICULARMENT ACT 2006

- (a) 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.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Man PARTICULARment Act 2006* are not limited or affected by this Agreement.
- (c) The Organisation must allow the Auditor General, or an authorised representative, to have access to and examine the Organisation's records and information concerning this Agreement.

7. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;

- (c) must be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 6 of Schedule 1; or
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out in item 6 of Schedule 1;
- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

8. DEFAULT AND TERMINATION

8.1 Event of Default by the Organisation

An Event of Default occurs if:

- (a) the Organisation breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Organisation by the Grantor;
- (b) the Organisation becomes insolvent or is deemed to be insolvent under the *Corporations Act (Cth)*; or
- (c) if the Granter has reasonable grounds to believe that the Organisation is unwilling or unable to comply with its obligations under this Agreement.

8.2 Effect of Event of Default

If an Event of Default occurs, the Grantor may either:

- (a) terminate the Agreement by providing a further ten (10) business days' notice in writing to the Organisation of the Event of Default; or
- (b) suspend payment of the Grant Funds until the Event of Default is remedied.

8.3 Recommencement of Grant Payment

The Granter may, in its absolute discretion, recommence payment of the Grant Funds if and when the Organisation has rectified the Event of Default.

8.4 Acquittal

Unless earlier terminated, this Agreement will terminate at the time of Acquittal.

9. GOODS AND SERVICES TAX (GST)

- (a) For the purposes of clause 9:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and

- (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
 - (c) The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
 - (d) If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
 - (ii) the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term ; and
 - (iv) the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

10. RELATIONSHIP

The Parties agree that nothing in this Agreement may be construed to make either of them a partner, PARTICULARnt, employee or joint venturer of the other.

11. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both parties.
- (b) A waiver by either party will not prejudice that party's rights in relation to any further breach of this Agreement by the other party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one party to the other party, will not be construed as a waiver any rights.

12. 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.

13. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing duly executed by both parties.

14. DISPUTE RESOLUTION

Before resorting to external dispute resolution mechanisms, the Parties shall in good faith attempt to settle by negotiation any dispute in relation to this Agreement, and where practical, each Party shall refer the matter to personnel who have authority to intervene and facilitate some form of resolution.

Executed by the parties hereto:

For and on behalf of the Grantor:

Ms Helen McGinty
NDIRECTOR COMMUNITY FUNDING
Department of Communities

Witness

Print full name of Witness

For and on behalf of the Organisation:

SCHEDULE 1

DEFINITION OF PROJECT OR SERVICE TO BE FUNDED

1. **Approved Purpose of Grant**

Career Expo and Symposium to Promote Employment of Particular Western Australians

2. **Project Definition and/or Anticipated Activities**

The organisation will conduct the following activities:

1) Career Expo

XYZ Inc. (XYZ) will pilot a career expo, in partnership with the Department of Training and Workshop Development, that will target individuals 60 years and over.

Project Objectives

- Provide participants with access to information and advice on various career pathways.
- Increase participants capacity to identify skills, gaps and plan for their future.
- Provide information and resources on alternative career/development options including volunteering.

2) Employment Symposium

XYZ , in partnership with the Chamber of Commerce, will host an employment symposium that will target small, medium and large businesses in Western Australia. The event will focus on PARTICULAR friendly practices and workplaces and will showcase local organisations that are leading the way in this field.

Project Objectives

- Strengthen the capacity of community organisations to implement PARTICULAR friendly employment strategies into their workplaces.
- Promote the benefits of employing Particular individuals.
- Provide local examples of PARTICULAR friendly workplaces with Western Australia.

3. **Agreed Budget**

| | Budget | \$ |
|---------------------------------|---------------|-----------------|
| Revenue | | |
| Department of Communities Grant | | \$40,000 |
| In-kind support (XYZ) | | \$5,000 |
| In-kind support (City of ABC) | | \$5,000 |
| Total Revenue | | \$50,000 |
| Expenses - Expo | | |
| Administration | | \$7,500 |
| Marketing and Promotion | | \$2,500 |
| Catering | | \$4,000 |
| Audio Visual | | \$3,500 |

| | |
|----------------------------------------------------|-----------------|
| Speakers/Presenters (including Welcome to Country) | \$5,000 |
| Venue | \$2,500 |
| Expenses - Symposium | |
| Administration | \$7,500 |
| Marketing and Promotion | \$2,500 |
| Caterino | \$4,000 |
| Audio Visual | \$3,500 |
| Speakers/Presenters (including Welcome to Country) | \$5,000 |
| Venue | \$2,500 |
| Total Expenses | \$50,000 |

4. Agreement Term

Term of project: 22 January 2018 to 31 May 2018
Project acquittal period: 1 June 2018 to 31 July 2018

This agreement will terminate at the time of acquittal. Acquittal means the Grantor has advised the Organisation that the reports and financial information provided by the Organisation in accordance with clause 3.6 are satisfactory.

5. Special Conditions of Grant

- (a) If your project involves working with children you must ensure that your organisation and all employees and volunteers comply with the *Working with Children (Criminal Record Checking) Act 2006*. Please refer to this website for further information, at <https://workingwithchildren.wa.gov.au>.
- (b) The Department of Communities is not liable for any accident or negligence resulting in any claim or damage arising from activities undertaken as part of the Grant. In this respect, recipient organisations are required to be appropriately incorporated and be responsible for their own insurances. This includes but is not limited to, Public Liability, Volunteer Insurance and Professional Indemnity.
- (c) The parties agree that the State will not, by virtue of the Grant, obtain ownership of any intellectual property in or in relation to any material developed by the Organisation (other than material created by the State or provided to the Organisation by the State).
- (d) The Organisation grants to the State a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence to use, reproduce, adapt and publish the whole or any part or parts of all promotional materials and reports brought into existence by or for the Organisation in connection with this Agreement or the Organisation's use of the Grant.
- (e) You must ensure that participants in the project are not exposed to significant promotions for alcohol or unhealthy food and drinks during the project.

6. Notice Addresses

- (a) Grantor The State of Western Australia acting through
The Department of Local Government and Communities

Registered Mail: Gordon Stephenson House
140 William Street
Perth WA 6000

Email: grants@dlgc.wa.gov.au

(b) Organisation: XYZ Inc.

Registered Mail:

Email:

7. Acknowledgement of Grantor

An acknowledgement of funding assistance provided by the Department of Communities must be included in any advertising and on any material relating to the project by displaying the Grantor's logo and using the words 'Supported by the Department of Communities'. Copies of the logo and guidelines on its use are available from the Grantor.

PAYMENT SCHEDULE

8. Total Amount of Grant Funds

| | |
|--------------|----------|
| Grant Amount | \$40,000 |
| GST | \$4,000 |

9. Method of Payment

Payment of the Grant Funds (inclusive of GST) will be made in the amounts detailed below and within ten (10) business days of the Organisation meeting the condition(s) listed below:

| <u>PAYMENT UPON</u> | <u>AMOUNT TO BE PAID</u> |
|------------------------------------------------------------|--------------------------|
| <u>Endorsement of the grant agreement by both parties.</u> | \$44,000 |

SCHEDULE 2

REPORTING REQUIREMENTS

1. Reports to be provided asat:

31 July 2018: A final project report outlining the activities undertaken as per Schedule 1.2 including the numbers of participants for each activity and providing an assessment of how the events achieved the identified aims.
2. Provide a Statement of Income and Expenditure against the agreed budget as per Schedule 1, Section 3 by 31 July2018.
3. The Statement of Income and Expenditure is to be certified by the Chairman, Chief Executive Officer or equivalent of the Organisation.

