

## Conditions for Small Grants

**Parties:** The State of Queensland (through the Department of Communities, Child Safety and Disability Services)

("We/Us")

The Organisation named in the Particulars

("You")

**Particulars:**

|                                       |   |
|---------------------------------------|---|
| <b>Organisation</b>                   | <insert organisation name and ACN/ABN><br><insert service name (if different to the organisation name)>   |
| <b>Approved Project/Service</b>       | <Insert purpose of funding as outlined in the funding approval letter>  |
| <b>Description of Project/Service</b> | <insert description of project/service required to be performed by the organisation, expanding on the purpose of funding identified above>  |
| <b>Target Group/Service Users</b>     | <insert the target group/service users of the services to be performed>   |
| <b>Activity/Output</b>                | "See Performance Measures section below for NCCS classification/activities" or insert "Not Applicable – Intentionally deleted"  |
| <b>Funding Program/Service Number</b> | <Insert name of Funding Domain and Initiative><br><Insert service number>   |
| <b>Approved Funding</b>               | <Insert amount>   |
| <b>Type of Funding</b>                | <One-off or Annual>   |
| <b>Timing of Payments</b>             | <insert when payment will be made and trigger for payment (if required) e.g.<br><b>For defined term funding over \$10,000</b> – "Payment will be made on an annual basis within 28 days of receipt of the performance and/or financial report".<br><b>For one-off grants</b> insert "Payment will be made 28 days following approval of the grant and pending receipt of vendor details >   |
| <b>Performance Measures</b>           | <Insert quantitative and/or qualitative measures relating to the activity/output from the Funded Output Specifications >  |
| <b>Reporting Requirements</b>         | <Insert any reports required and due date. If there are no reporting requirements write "Nil"><br><br>Performance reports, as required under this agreement, are to be submitted to Us via OASIS, either electronically at:<br><a href="http://www.communityservices.qld.gov.au/departments/funding/oasis/">http://www.communityservices.qld.gov.au/departments/funding/oasis/</a><br><br>or, if We grant You exemption from reporting electronically, a manual periodic performance report (PPR) is to be submitted to:<br><br>Sector Performance and Support<br>Performance and Data Management<br>Department of Communities, Child Safety and Disability Services<br>GPO Box 806<br>Brisbane QLD 4001<br><br>Assistance to access the electronic site is available from your Departmental Officer. |
| <b>Other requirements</b>             | <Insert any other requirements (e.g. financial reporting for grants >\$50,000 or a one page report only If applicable - attach template for report as Appendix B). If there are no other requirements write "Nil">  |
| <b>Commencement Date</b>              | <Insert date>   |
| <b>End Date</b>                       | <Insert end date or if no specific end date insert the words "within twelve months of receipt of the Funding" >   |
| <b>Governing Act</b>                  | <i>Community Services Act 2007</i>  |
| <b>Chief Executive</b>                | means the Chief Executive under the Governing Act   |
| <b>Special Conditions</b>             | <If defined term grant insert "See Appendix A – Special Conditions for Small Grant Agreement (defined term funding) v2.0" or If none then write "Nil">  |

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## **1 Your Obligations**

- 1.1 You must spend the Approved Funding on the Approved Project only during the period starting on the Commencement Date and finishing on the End Date (the "Term").
- 1.2 You must keep accurate records and accounts of expenditure of the Approved Funding, in implementing the Approved Project and in achieving the Performance Measure.
- 1.3 You must provide Us with all reports as specified in the Reporting Requirements, in the form and the timeframes specified by Us.
- 1.4 You must comply with all relevant laws (including the Governing Act ), these Conditions for Small Grants and any relevant guidelines notified by Us in relation to the Approved Funding in carrying out the Approved Project.
- 1.5 All variations to the Approved Project or these Conditions for Small Grants must be approved in writing by Us.
- 1.6 You must provide Us with all information we reasonably require in relation to the Approved Project and the acquittal of the Approved Funding. We may conduct audits of Your records and financial accounts in implementing the Approved Project.

## **2 Our Obligations**

- 2.1 (a) Provided We are satisfied that You are complying with these Conditions of Small Grants, We will:
  - (i) provide Approved Funding to You as outlined in the Particulars of these Conditions for Small Grants; and
  - (ii) process Approved Funding payments in a timely, transparent, effective, efficient and accountable manner.

## **3 Acknowledgement**

- 3.1 You must ensure that the Approved Funding is acknowledged in your annual report (if You produce an annual report) and promotional materials where the services and projects being promoted have been funded wholly or in part by Us during the Term.
- 3.2 Any acknowledgment in promotional material about the Services must use an acknowledgment logo which must be obtained from Us.
- 3.3 You must invite the Minister to attend and speak at significant public events, including but not limited to launches, openings, conferences and other ceremonies related to the Services.

## **4 Insurance and Indemnity**

- 4.1 You must maintain public liability insurance for a sum of not less than \$10 million for any one event in respect of accidental death of or accidental bodily injury to persons, or accidental damage to property, arising out of or in the course of performing the Services, and give evidence of that insurance to Us on request.
- 4.2 You agree to release, indemnify and hold harmless the State, its employees and agents from and against any loss, damages, claims and costs arising from your non-compliance with these Conditions for Small Grants or any negligent act or omission or wilful misconduct by You, Your employees, contractors or agents.

## **5 Intellectual Property**

- 5.1 Ownership of all intellectual property rights in all material You create pursuant to the Approved Project ("the Material") vests in You.
- 5.2 You grant to Us a perpetual, irrevocable, royalty-free, world wide and non-exclusive licence (including a right to sub-licence) to use, communicate, reproduce, publish, adapt, and modify, the Material for Our portfolio responsibilities.

## **6 Privacy and confidentiality**

- 6.1 If You collect or have access to personal information in order to carry out Your obligations under these Conditions for Small Grants You must comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* in carrying out these obligations as if You were Us.
- 6.2 You must keep secure and not disclose to a third party, any of Our confidential information.
- 6.3 We may use and disclose to third parties Your general details and information concerning the Approved Project, to publicise Our funding arrangements.

## **7 GST**

- 7.1 If You are registered for GST:
  - (a) The Approved Funding specified in the Particulars is exclusive of GST;
  - (b) We must pay You the GST amount at the same time as paying You the Approved Funding;
  - (c) If You are registered for GST, You agree to allow Us to issue You with a Recipient Created Tax Invoices (RCTI) in respect of GST applicable to advances of the Approved Funding. The following requirements will apply for the duration of the Term:
    - (i) We can issue You with an RCTI in respect of the supplies;
    - (ii) You will not issue tax invoices in respect of the supplies for which We issue RCTIs;
    - (iii) You acknowledge that You are registered for GST when You enter into the agreement and You agree to notify Us if You cease to be registered; and
    - (iv) We acknowledge that We are registered for GST when We enter into the agreement and We agree to notify You if We cease to be registered for GST;
  - i. By fulfilling all these conditions We will issue a RCTI upon each payment made to You for the Services for the duration of the Term;
  - ii. Both parties to this supply agree that they are parties to an RCTI agreement as outlined in GSTR 2000/10; and
  - iii. You agree to notify Us if You do not wish to accept the proposed agreement.
- 7.2 If You are not registered for GST We will issue You with an Advice of Payment for the Approved Funding.

## **8 Termination**

- 8.1 You will be in breach of these Conditions for Small Grants and We may suspend or terminate the Approved Funding to You, following a show cause process, if:
  - (a) You do not comply with any provision in these Conditions for Small Grants; or
  - (b) You become insolvent, enter into external administration, are wound up or in Our opinion, suffer financial distress which may have an adverse effect on your ability to complete the Approved Project.
- 8.2 If the Approved Funding is terminated, You must comply with the requirements specified in any notice given to You by Us, including any directions regarding the return of any unspent part of the Approved Funding.

8.3 Where We:

- (a) are required to cease the Approved Funding to You because of changes to the State budget or any guidelines or policies of the State or Commonwealth government; or
- (b) determine that the needs of the Target Group/Service Users no longer justifies the Approved Funding; or
- (c) determine that other persons are in greater need than the Target Group/Service Users, even though You are not in default, We may exercise Our right, subject to the provisions of the Governing Act, to terminate the Approved Funding at any time by giving you a minimum of three months notice.

8.4 You may terminate the Approved Funding upon a minimum of three months notice to Us.

8.5 A notice to terminate by either party must contain reasons for the decision to terminate.

8.6 Where We terminate the Approved Funding under clause 8.3 We will consider, in our absolute discretion, the payment of reasonable exit costs, including but not limited to the payment of transitional arrangement costs for users of the Services.

8.7 Where funding under another agreement with You has been terminated by Us, We may terminate the Approved Funding, subject to the provisions of the Governing Act.

**9 General**

9.1 You must not assign or subcontract your rights and obligations in relation to the Approved Project, without Our prior written consent.

9.2 No rights under these Conditions for Small Grants will be waived except by notice in writing signed by each party.

9.3 The Approved Project is governed by the laws of the State of Queensland.

9.4 All notices under these Conditions for Small Grants must be in writing and may be delivered by hand, post, or fax to the other party, unless a specific mode of delivery is specified by either party.

9.5 If any provision of these Conditions for Small Grants is held to be illegal or unenforceable, the provision will be severed from these Conditions for Small Grants and the remaining provisions will govern the relationship of the parties.

9.6 Clauses 3, 4, 5 and 6 will survive termination of the Approved Funding.

**10 Special Conditions**

10.1 You agree to comply with any Special Conditions specified in the Particulars.