



Mumbulla Community Foundation Grants Program Funding Agreement Terms & Conditions

The Mumbulla Community Foundation Grants Program awards, on an annual basis, grants to not-for-profit and charitable organisations and auspiced groups within the Bega Valley Shire. These grants are provided for social, environmental, educational, and cultural activities to improve the well-being and opportunities for all citizens of the Shire.

This document outlines your responsibilities and requirements in accepting a grant from Mumbulla Community Foundation. Across our grant program there will bring 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.

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Part A Conditions

1. Acceptance of grant

- 1.1. To receive a community grant from Mumbulla Community Foundation, 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 the related Funding Agreement and returning it to Mumbulla Community Foundation within 14 days.
- 1.2. All payments are made by electronic funds transfer to the nominated financial institution in the name of the Organisation included in the Grant Application. No grants will be paid in cash or through any goods/service exchange.
- 1.3. This offer does not commit Mumbulla Community Foundation to future support or grants for this or any other activity run by the grant recipient.

2. Expenditure of community grant

- 2.1. Mumbulla Community Foundation grants must be spent on the project/activity listed in the signed Funding Agreement and in accordance with these conditions and any budget breakdown and project milestones provided in the grant application.
- 2.2. 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 Mumbulla Community Foundation including the use of any unspent funds. Unspent funds must be returned to Mumbulla Community Foundation, unless otherwise agreed in writing by the Chair, Mumbulla Community Foundation.
- 2.3. You must keep financial records relating to the activity to enable all receipts and payments related to the project/activity to be identified and reported.
- 2.4. You must provide any additional information in relation to the project within 14 days (unless otherwise specified) of it being requested in writing by Mumbulla Community Foundation.

3. Breach of the Agreement

- 3.1. If, through reasonable consultation, Mumbulla Community Foundation deems that the terms of this Agreement have been breached it may terminate the Agreement and seek a repayment of funds.
- 3.2. Funds may be reviewed or revoked at any time under one or more of the following circumstances: unsatisfactory work; failure to meet time schedule; failure to provide reports; non-disclosure, misleading or false disclosure of information
- 3.3. Severability: The invalidity or unenforceability of any one or more of the conditions of the 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. Publications, promotional material and events (where applicable)

- 4.1. As a minimum you must acknowledge the support of Mumbulla Community Foundation and any other supporting funders of Mumbulla Community Foundation, 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 Mumbulla Community Foundation, and"*. (Details of any such funders will be provided in the related Funding Deed.)
- 4.2. You must issue an invitation to the Chair, Mumbulla Community Foundation to any launch or public event associated with your project/activity.
- 4.3. Mumbulla Community Foundation grants are to be used only for the project described in the grant application. Such funds cannot be used for 'on giving' to other organisations, except in the case where an Auspicing Agreement is in place.
- 4.4. Mumbulla Community Foundation may publicise your project through its newsletter, website, media releases and liaison with journalists.

5. Reporting

- 5.1. You must complete the project and submit your final report as outlined in the Funding Deed or such other date as may be approved in writing by Mumbulla Community Foundation.

6. Approvals (where applicable)

- 6.1. You shall be responsible for effecting all necessary approvals that may be 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.
- 6.2. If in doubt ask Bega Valley Shire Council for advice.

7. Indemnities (where applicable)

- 7.1. You will be the Principal Contractor for all work outlined in your grant application, as part of the funded project/activity.
- 7.2. 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.
- 7.3. 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.
- 7.4. You will indemnify and keep indemnified Mumbulla Community Foundation from and against all actions, claims, demands and other proceedings that may be made or recovered against the Mumbulla Community Foundation, 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.

- 7.5. Mumbulla Community Foundation will inform you as soon as it becomes aware of any such action, claim, demand or proceeding.
- 7.6. Neither you nor any person engaged by you shall by virtue of the Mumbulla Community Foundation grant be in the service or employment of the Mumbulla Community Foundation.
- 7.7. You shall be responsible for effecting and maintaining all insurances required under workers' 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.
- 7.8. You must ensure that public liability insurance exists in relation to all premises and sites on which the project/activity is carried out for all works and activities undertaken for this project, as applicable.
- 7.9. You must ensure that anyone involved in delivering this grant has had any necessary checks carried out, such as Working with Children (if required).

Part B Schedules

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

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

Why we require a report

The Final Project Report is an important part of your Agreement with Mumbulla Community Foundation. Mumbulla Community Foundation requires a project/activity report in order to be satisfied that Mumbulla Community Foundation investment in your project achieves agreed outcomes and funds are appropriately spent. We may also have an obligation to report to our funders.

Reporting also:

- provides you an opportunity to evaluate your project and make improvements
- informs the Mumbulla Community Foundation where benefits can be spread beyond your project, and
- assists in developing future funding programs and policies

When is your report due?

The final report is due as outlined in the Funding Deed. 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 in future grant rounds. If through reasonable consultation the Mumbulla Community Foundation deems that the terms of this Agreement have been breached it may terminate the Agreement and seek a repayment of funds.

If you cannot meet that agreed reporting date, you can apply in writing to Mumbulla Community Foundation for an extension.

What we do with your project report

Your report will be reviewed by Mumbulla Community Foundation to assess progress, performance and achievement. This report (except the financial information) will generally be reported in the Mumbulla Community Foundation Annual Report. Summaries of final reports will also be presented in associated publicity (newsletter, media releases, web content, social media and/or liaison with journalists).

Your report will also form the basis of Mumbulla Community Foundation's report to our funders.

About the Final Project Report

As a minimum the Final Project Report shall:

- Detail what was carried out/outcomes achieved
- Discuss the success of the project and the activities and approaches used
- Evaluate achievement of proposed project outcomes, including lessons learnt and future opportunities
- Detail the actual expenditure on items for the project and demonstrate appropriate use of funds in a financial report
- Evidence of your Activity outcomes, including copies of media coverage and promotion, photographic documentation of your project (before, during and after the project)

Schedule B¹: The fine print

1. Undertaking the Grant Activity

- 1.1. The grant recipient agrees to use the Grant and undertake the Grant Activity in accordance with this Agreement.

2. Acknowledgements

- 2.1. The grant recipient agrees to acknowledge the support of Mumbulla Community Foundation and nominated Funders in any material published in connection with this Agreement and agrees to use any form of acknowledgement the Mumbulla Community Foundation reasonably specifies.

3. Notices

- 3.1. The grant recipient agrees to notify Mumbulla Community Foundation of anything reasonably likely to affect the performance of the Grant Activity, including any actual, perceived, or potential conflict of interest and agrees to take action to resolve the conflict.
- 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.

4. Spending the Grant

- 4.1. The grant recipient agrees to spend the Grant for the sole purpose of undertaking the Grant Activity, and to provide a statement, in the form required by Mumbulla Community Foundation and signed by the grant recipient, verifying that the Grant Activity has been undertaken and the Grant was spent in accordance with this Agreement.

5. Relationship between the Parties

- 5.1. 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.

6. Subcontracting

- 6.1. The grant recipient remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

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. Intellectual Property

- 8.1. The grant recipient owns the Intellectual Property Rights in Material created undertaking the Grant Activity.
- 8.2. The grant recipient gives Mumbulla Community Foundation a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Mumbulla Community Foundation purposes.
- 8.3. This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

9. Privacy

- 9.1. When dealing with Personal Information in carrying out the Grant Activity, the Grant recipient agrees not to do anything which, if done by Mumbulla Community Foundation, would be a breach of the *Privacy Act 1988*.

10. Insurance

10.1. The grant recipient agrees to ensure adequate insurance exists for the duration of this Agreement and provide Mumbulla Community Foundation proof if requested.

11. Licences and approvals

11.1. The grant recipient must ensure that all persons engaged to work on the Grant Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by any lawful authority, including but not limited to police checks, Working With Children checks and Working with Vulnerable People checks.

12. Dispute resolution

12.1. 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.

12.2. The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

13. Termination for default

13.1. Mumbulla Community Foundation 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.

14. Cancellation for convenience

14.1. Mumbulla Community Foundation may cancel this Agreement by notice, due to:

- a Change in the Control of the grant recipient, which Mumbulla Community Foundation believes will negatively affect the Grant recipient's ability to comply with this Agreement.

14.2. The Grant recipient agrees on receipt of a notice of cancellation under clause 14.1 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.

14.3. In the event of cancellation under clause 14.1, Mumbulla Community Foundation 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

14.4. Mumbulla Community Foundation 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.

14.5. 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.

15. Survival

15.1. Clauses 7, 8, 9, 15 and 16 survive termination, cancellation or expiry of this Agreement.

16. Definitions

16.1. 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.
- Change in the Control means any change in any person(s) who directly exercises effective control over the Grant recipient.
- Mumbulla Community Foundation means Mumbulla Community Foundation ABN 75 094 731 601 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 Mumbulla Community Foundation 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 Mumbulla Community Foundation.
- 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 Mumbulla Community Foundation for reporting purposes as specified in the Agreement.

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, and <https://www.finance.gov.au/resource-management/grants/grant-agreement-templates/> accessed 4 November 2019