A Guide To Managing Your Criminal Property Confiscation Grant

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# About this Guide

This Guide to Managing Your Criminal Property Confiscation Grant (Guide) aims to assist those applicants who have been awarded a grant under the Criminal Property Confiscation Grants Program (CPCGP) to understand the requirements and obligations of the funding agreement. In particular:

* when you can enter into a grant agreement with the Department of Justice (the Department)
* the terms and conditions of the CPCGP Grant Agreement (the Grant Agreement)
* conditions relating to grant payments
* your reporting responsibilities and obligations
* conflict of interest declarations
* communication channels
* applying to make variations to the funded project.

This Guide is by no means exhaustive. If you have any queries regarding your Grant Agreement or the CPCGP, please contact the Grants Team at:

* Telephone: (08) 9264 9903 or (08) 9264 9948
* email to [confiscation.grants.program@justice.wa.gov.au](mailto:confiscation.grants.program@justice.wa.gov.au).

# Introduction

If your application is successful and you choose to accept the offer of a CPCGP grant, you must fulfil all of the conditions attached to the grant offer before you are able to enter into a Grant Agreement with the Department.

The Grants Team is available to provide clarification on the conditions attached to your grant offer including guidance to meet those conditions. You will have up to 12 months from the date of the grant offer to meet the conditions and enter into a Grant Agreement with the Department.

Once you have met all conditions, the Grants Team will liaise with you to confirm the commencement and completion dates of your project and to finalise project outcomes and performance reporting measures for incorporation into your draft Grant Agreement. When agreement has been reached by both the Department and yourself, the final Grant Agreement can then be signed by both parties.

There is no guarantee of funding until both you and the Department have signed the Grant Agreement. Grant funds must not be used to cover any expenses related to your project until this Grant Agreement is executed.

# Your Grant Agreement

The Grant Agreement is based on the Western Australian Department of Finance’s [Community Services Grant Agreement template](https://www.wa.gov.au/government/document-collections/community-services-templates).

The Community Services Grant Agreement contains generic details of terms and conditions such as grantee obligations, general undertaking and management of grant funds and are applicable to all grant agreements entered into by the Department.

## Terms and Conditions of your Grant Agreement

Your Grant Agreement contains the general terms and conditions under which the grant is provided. However, schedules 1 and 2 in the Grant Agreement are specific to the grant awarded to your organisation and the approved project.

If you do not comply with these term and conditions, you will be in breach of your Grant Agreement and risk having future grant payments suspended, having to return grant funds or having the Grant Agreement terminated.

## Approved Purpose of the Grant

As the information you provided in your application formed the basis for the approval of a grant, you may not amend the approved purpose for which CPCGP funds have been awarded.

## Approved Use of CPCGP Grant Funds

You must use CPCGP grant funds solely for the approved purpose. Any proposed changes relating to the project or delivery of the project should first be discussed with the Grants Team. You may be required to apply for approval to make these changes.

## Special Conditions attached to your CPCGP Grant

All conditions attached to your CPCGP grant are detailed in the Grant Agreement. You are required to fulfil these conditions.

## Acknowledgement of CPCGP funds

You are required to provide formal public acknowledgement of the Western Australian Government and the CPCGP on your organisation’s website including where there are any written or verbal references to your CPCGP funded project.

Any material produced which involves the use of CPCGP funds must also be acknowledged.

The Grants Team will provide you with the appropriate logo upon request, however the use of this logo is subject to the prior approval of the Department.

## Sale of Material and Intellectual Property

Any materials produced with CPCGP funds will remain the property of the Department’s Director General, or nominated delegate and cannot be offered for sale. Any arrangements relating to these matters or intellectual property will be determined at the time of the approval of the CPCGP grant application.

## Schedules 1 and 2 in Your Grant Agreement

These schedules provide you with specific details of your grant including:

* a description of your project and anticipated activities
* term of the Grant Agreement, proposed project outcomes and outcome (performance) measures
* report due dates
* total grant awarded and a payment schedule
* contact details of parties to the Grant Agreement.

## Default and Termination

Your Grant Agreement may be terminated if:

* you do not rectify any breaches of your obligations under this Grant Agreement within ten business days of written notice;
* your organisation becomes insolvent or is deemed to be insolvent under the Corporations Act 2001 (Cth); or
* if the Department has reasonable grounds to believe that your organisation is unwilling or unable to comply with the obligations under this Grant Agreement.

The Department may withhold future grant payments until you have rectified the breach. You could also be asked to repay some or all of the grant payments.

If you are aware or become aware of a possible breach of the terms and conditions under the Grant Agreement, please contact the Grants Team immediately for advice. We may be able to assist you to rectify this situation.

# Payment of the Grant

The grant will be paid in instalments over the project term in line with a Payment Schedule in your Grant Agreement.

Progress payments are made upon the presentation of an invoice and are subject to the Department receiving timely and satisfactory reports by the due dates detailed in your Grant Agreement.

## Penultimate and Final Payment of the Grant

The final payment of your grant will be made when you have successfully acquitted the grant at the end of your project.

If you are a local government authority:

* ten per cent of the total CPCGP grant awarded will be retained for payment after the submission of your final reports and satisfactory acquittal of the grant.

If you are an incorporated not-for-profit organisation:

* ten per cent of the penultimate progress payment will be retained for payment after the submission of your final reports and satisfactory acquittal of the grant.

To be eligible for the full amount of the retained payment, you will have to demonstrate that the full amount of the awarded CPCGP grant has been expended on the project (i.e. the balance in your final financial report should show a deficit). Please contact the Grants Team if you are unsure of how to prepare the final financial report.

# Reporting Responsibilities and Obligations

You will be required to submit financial and project progress reports to the Department throughout the term of your Grant Agreement and final acquittal reports when you have completed your project. Details of your reporting responsibilities and obligations are outlined in your Grant Agreement, including a schedule of reporting dates (usually every six months for a 24 month project).

The appropriate templates to complete these reports will be available through the **Smartygrants** portal. Your CPCGP reports must be lodged through this portal.

## Progress Reports

Your progress reports should include qualitative and quantitative data on activities undertaken and progress towards achieving proposed project outcomes specified in your Grant Agreement.

Financial progress reports must include the total amount of the grant received and total amount expended during the reporting period. These reports should be certified by your head of organisation such as Chairperson, Chief Executive Officer or equivalent.

If you are unable to submit your progress reports by the due date and require an extension, please contact the Grants Team immediately.

## Final (Acquittal) Reports

In order to acquit the grant and be eligible to receive the final payment, you must submit a final report within three months of the project completion date stated on your Grant Agreement. The final report will comprise:

* a report on the extent of outcomes achieved against the performance measures stipulated in your Grant Agreement
* a final financial report of CPCGP funds received and expended (where the value of the grant is $50,000 GST inclusive or more)
* an external audit of the financial report and appropriate certification by a professional auditor
* an evaluation report on the project
* any other matters as may be specified in your Grant Agreement.

# Conflicts of Interest

A conflict of interest occurs when an individual’s personal interests (self-serving, family, friendships, financial or social factors) could compromise his or her judgement, decisions, or actions in the workplace. Conflicts of interest may be actual, be perceived to exist, or potentially exist at some time in the future.

You may already have declared conflicts of interest when you applied for a CPCGP grant. However, if any other conflicts of interest arise at any time during the term of your Grant Agreement, you must inform the Grants Team in writing immediately and provide further information as required. The Department will make the final decision on how the conflict is to be managed.

It is important that you notify the Department as soon as a conflict of interest is identified, as failure to do so may result in your Grant Agreement being terminated. Please contact the Grants Team if you are unsure about the conflict of interest.

# Communication

The party named in your Grant Agreement may not be the most appropriate person to respond to queries from the Grants Team relating to administration matters such as progress reports and payments. This contact person should ideally be involved in the delivery or management of this project or Grant Agreement.

It is your responsibility to immediately report to the Department any issues, problems or potential issues or problems impacting on this project during the period of the Grant Agreement.

It is important you advise the Grants Team of any changes in the contact details (such as telephone number and email address) or if you have a new contact person for this project.

You should also promptly advise the Grants Team in writing of any change in:

* your organisation/entity name
* your registered office address
* details of the bank account into which the grant is paid.

# Applying to Vary the Approved Project

While you will have likely identified potential risks to your project and have developed strategies to address these risks in your grant application, we recognise that unexpected events may occur during the project term and impact on project progress.

The approved purpose of the grant and the use of CPCGP grant funds on the approved purpose are non-negotiable, however, we have some capacity to consider requests for a project variation. These can include an extension to the project term to enable the awarded grant to be fully expended or a temporary suspension of the project due to key project staff leaving or taking a leave of absence due to unexpected personal reasons.

In these circumstances, you will need to request a project variation in writing and provide reasons to support this request. You should not assume that your request for a variation will be successful.

Please note that if an extension to your project term is approved, you will be required to fund the extension from the existing grant awarded. The CPCGP does not allow for an increase to level of funds awarded to a project.

# Further Information

If you have a query or would like further information regarding the CPCGP, please contact the Grants Team on:

* Telephone: (08) 9264 9903 or (08) 9264 9948
* email to [confiscation.grants.program@justice.wa.gov.au](mailto:confiscation.grants.program@justice.wa.gov.au)