Funding Agreement

between the

**DEPARTMENT OF FIRE AND EMERGENCY SERVICES**

and

**<ORGANISATION NAME>**

National Disaster Risk Reduction (NDRR) Grant Program 2023-24

<Project Name>

NDRR2324–XXXX



**Funding Agreement**

**National Disaster Risk Reduction Grant Program 2023-24**

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# Funding Agreement – NDRR2324 –XXX

Once completed, this Funding Agreement forms an Agreement between the Department of Fire and Emergency Services (DFES) and the Grantee.

## Parties to this Agreement

**The Grantee**

|  |  |
| --- | --- |
| Full legal name of Grantee |  |
| Legal entity type | <Legal Entity Type> |
| Australian Business Number (ABN) | <ABN XX XXX XXX XXX> |
| Postal address |  |
| Registered office (physical) address |  |
| Telephone |  |
| Email |  |

**The Department of Fire and Emergency Services**

Emergency Services Complex 20 Stockton Bend

Cockburn Central WA 6164

ABN: 39 563 851 304

# Party representatives and address (postal or e-mail) for notices

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

**Grantee's representative**

|  |  |
| --- | --- |
| Grantee’s representative name |  |
| Position |  |
| Postal/physical address(es) |  |
| Business hours telephone |  | Mobile |  |
| E-mail |  |
| Communication preference |  |

**Grantee's alternate representative contact details**

Details of an alternate contact for the project must be provided with the understanding that they will be the contact for all matters regarding the project in the absence of the Project Manager for any reason.

|  |  |
| --- | --- |
| Alternate representative name |  |
| Position |  |
| Postal/physical address(es) |  |
| Business hours telephone |  | Mobile |  |
| E-mail |  |
| Communication preference |  |

**DFES’s representative and address**

|  |  |
| --- | --- |
| DFES’s representative name  |  |
| Position | Disaster Risk Reduction Manager  |
| Postal/physical address | Emergency Services Complex, Stockton Bend COCKBURN CENTRAL WA 6164 |
| Business hours telephone | 08 9395 9768 | Mobile |  |
| E-mail | semc.grants@dfes.wa.gov.au |

##

## Background

DFES has agreed to enter this Agreement where DFES will provide the Grantee with one Grant for the purpose of assisting the Grantee to undertake the Activity.

In this Funding Agreement:

* ‘Grant’ refers to funds issued to the Grantee by DFES for the purposes described in the Agreement.
* ‘Activity’ refers to the action(s) to be taken by the Grantee to achieve the purpose for which the Grant was issued.
* ‘DFES grant administrator’ refers to an Officer of DFES with the authority to administer and manage NDRR funds.

The Grantee agrees to use each part of this Agreement. This Agreement comprises:

(a) This Funding Agreement, including the Grant Details set out in parts A F;

(b) Schedule 1: General Grant Conditions;

(c) Schedule 2: Template Copyright Notice

(d) Schedule 3: Proper Use of Grant Funding; and

(e) any other document referenced or incorporated in the Grant Details.

This Agreement represents the Parties' entire Agreement in relation to the Grant and the relevant Activities and supersedes all prior representations, communications, agreements, statements, and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

# Grant Details

## A. Purpose of the Grant

The National Disaster Risk Reduction Framework (NDRRF) guides national, whole-of-society efforts to proactively reduce disaster risk in order to minimise the loss and suffering caused by disasters. The WA Implementation Plan for the NDRRF describes our state’s approach to delivering on the NDRRF. The Western Australian Government has a National Partnership Agreement with the Commonwealth to fund projects to deliver on the priorities and goals of the NDRRF. The NDRR Competitive Grant Program distributes this funding to projects that will further the objectives of the NDRRF and WA Implementation Plan.

## B. Activity

|  |  |
| --- | --- |
| Project Title  | <insert Project title> |
| Summary | <insert Project summary> |

|  |  |
| --- | --- |
| **Project Start Date:** The project can only commence after the execution of the funding agreement by both parties.The project cannot commence prior to 1 August 2023.The Project must commence prior to 30 September 2024. | <insert Project start date (MM/YY)> |
| **Project End Date:**  | <insert Project end date (MM/YY)> |

**Do NOT include GST**.

|  |  |
| --- | --- |
| **NDRR Funding Amount Requested** *NDRR sum requested cannot be more than 50% of total project budget cost.* | **$< Do NOT include GST>** |
| **Total Co-contribution** (cash and in-kind combined total) | **$< Do NOT include GST>** |
| **Total Project Value**  | **$< Do NOT include GST>** |

## C. Strategic Priorities

This project will contribute to achieving the following priority outcomes of the NDRRF:

**Four Commonwealth NDRRF Priorities** – Indicate 1 or more of the 4 priorities that the project referenced.

|  |
| --- |
|[ ]  Understand Disaster Risk |
|[ ]  Accountable Decisions |
|[ ]  Enhanced Investment |
|[ ]  Governance, Ownership and Responsibility |

This project will contribute to achieving the following priority outcomes of the *WA Implementation Plan* for the NDRRF:

**Twelve (12) State Priority Action Areas** – Indicate 1 or more of the 13 priorities that the project referenced

|  |
| --- |
|[ ]  Community-Focused Resilience |
|[ ]  Risk Data and Information Sharing |
|[ ]  Vulnerable/At-Risk Persons and Communities |
|[ ]  Fostering Individual Responsibility |
|[ ]  Business Continuity and Resilience |
|[ ]  Security of Supply Chains and Infrastructure |
|[ ]  Essential Services: Alternatives and Supply Security |
|[ ]  Building Codes, Legislation and Enforcement |
|[ ]  Preservation of Heritage and Natural Environments |
|[ ]  Preservation of Aboriginal Culture, Sacred Sites and Community |
|[ ]  Innovation, Research and Design |
|[ ]  Climate Change |

This project will address the following natural hazards:

**Seven Managed Natural Hazards** – indicate 1 or more of the 7 natural hazards that the project referenced

|  |
| --- |
|[ ]  Bushfire |
|[ ]  Cyclone |
|[ ]  Earthquake |
|[ ]  Flood |
|[ ]  Heatwave |
|[ ]  Storm  |
|[ ]  Tsunami |

**This project will benefit the following areas of the State –** indicate 1 or more areas that the project referenced?

|  |  |  |
| --- | --- | --- |
|[ ]  Kimberley |[ ]  Wheatbelt |[ ]  Central Metropolitan |
|[ ]  Pilbara |[ ]  Great Southern |[ ]  East Metropolitan |
|[ ]  Midwest – Gascoyne |[ ]  South West |[ ]  South Metropolitan |
|[ ]  Goldfields – Esperance |[ ]  North Metropolitan |[ ]  **State or Sector wide**  |

## D. Activity budget and Other Contributions – Cash or In-Kind

The Grantee agrees to provide the following cash or in-kind contribution to the Activity budget:

The Grantee agrees to use the Grant (and any Other Contributions – cash or in-kind) to undertake the Activity consistent with the following budget:

| Expenditure Item Description  | Agency/Organisation(providing the co-contribution to the project) | Funding Source (NDRR, Cash, In-Kind) | Total Cost |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| TOTAL |  |  |  |

## E. Project Deliverables

## Key Performance Indicators

|  |  |
| --- | --- |
| <insert Project KPIs> | <insert Evaluation> |
| <insert Project KPIs> | <insert Evaluation> |
| <insert Project KPIs> | <insert Evaluation> |

##  Milestones of the Activity

|  |  |
| --- | --- |
| Milestone (list in chronological order) | Due Date |
|  |  |
|  |  |
|  |  |
|  |  |

# Financial Responsibilities

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an Authorised Deposit-Taking Institution authorised under the Banking Act 1959 (Commonwealth) to carry on banking business in Australia. Grant Funds will be expended to undertake the Activity consistent with the Activity Budget (as per G2. Activity budget) of the executed Funding Agreement.

The project must not commence prior to the Grant Funding Agreement execution date.

Proper standards are to be maintained by the Grantee in the creation, management, maintenance and retention of financial accounts and records to enable identification of the Grant, payments, and receipts.

Any unexpended Grant funds will be returned to DFES within 30 days of the acceptance of the Final Acquittal Report.

DFES reserves the right to request that the Grantee provides DFES with independently audited financial acquittal reports verifying the Grant was spent in accordance with this Funding Agreement. The Grantee will be responsible for any costs that are not consistent with the terms and conditions of the Grant Guidelines and Funding Agreement.

DFES reserves the right to withhold payment or request return of any portion of the Grant that has been spent on any aspect of the Activity that DFES reasonably believes is an ineligible cost. DFES will notify the Grantee in writing if this occurs.

The Grantee agrees to provide, or to ensure the provision of, the Other Contributions described in section E and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then DFES may:

1. suspend payment of the Grant until the Other Contributions are provided; or
2. terminate this Agreement in accordance with clause 19 of the General Grant Conditions.

If uncertain about the legibility of costs, the Grantee should:

* refer to **Schedule 3: Proper Use of Grant Funding** for additional information about compliance with financial responsibilities; or
* contact the DFES grant administrator to confirm the eligibility of the expenditure before the expenditure is incurred.

# Grant Payment

The Grant will be paid by DFES in two instalments:

* the first instalment will be for 50% of the total Grant amount; and
* the final instalment will not be more than the difference between the initial payment and 50% of the actual total project cost.

First Instalment Procedure:

The first instalment will be paid in accordance with the following procedure:

1. Both parties sign the Funding Agreement.
2. The Grantee completes the first milestone of the Funding Agreement.
3. The Grantee provides evidence of completing the first milestone in a form that is satisfactory to DFES.
4. The DFES grant administrator writes to the Grantee:
	1. confirming acceptance of the Grantee’s satisfactory completion of the first milestone; and
	2. authorising the Grantee to issue a valid invoice for the first instalment.
5. The Grantee issues a valid invoice to DFES grant administrator for the first instalment.
6. DFES pays the invoice to the Grantee for the first instalment amount.

Final Instalment Procedure:

The final instalment will be paid in accordance with the following procedure:

1. The Grantee completes the Project deliverables and milestones in compliance with the obligations of the Funding Agreement.
2. The Grantee provides evidence of completing the Project and final milestone by submitting a Final Acquittal Report to the DFES grant administrator within **eight (8) weeks** of the completion of the Project.
3. The DFES grant administrator writes to the Grantee confirming:
	1. acceptance of the Grantee’s satisfactory completion of the Final Acquittal Report; and
	2. authority for the Grantee to issue a valid invoice for the final instalment.
4. The Grantee issues a valid invoice to DFES grant administrator for the final instalment.
5. DFES pays the invoice to the Grantee for the final instalment.
6. If requested by DFES, the Grantee provides a 1-hour webinar on the Grant.

Invoicing:

The Grantee may only issue a first or final instalment invoice upon written approval from DFES. To ensure payment, the Grantee must provide a valid (correctly rendered) invoice which includes:

* the details of the bank account into which the Grant is to be paid;
* the organisation’s ABN; and
* the following reference:
	+ NDRR2324 -XXX First Claim or
	+ NDRR2324 -XXX Final Claim

**Note 1:** any invoice submitted by the Grantee before receiving written confirmation of project commencement or acquittal from DFES will not be accepted.

**Note 2:** Some flexibility in invoicing and payment procedures may be permissible under exceptional circumstances and with mutual agreement. Any variation to the procedure documented in this agreement must be agreed in writing between the DFES grant administrator and the grantee.

# Reporting

Quarterly Progress Reports:

The Grantee agrees to submit a Quarterly Progress Report, using the template provided by DFES, to the DFES grant administrator within 15 days of the end of each quarter as per the following schedule:

| Quarterly Reporting Period | Quarterly Report Due |
| --- | --- |
| January to March | 15 April |
| April to June | 15 July |
| July to September | 15 October |
| October to December | 15 January |

DFES reserves the right to request other suitably certified progress reports in the form specified by the DFES grant administrator. Where two consecutive progress reports have not been submitted, a breach of contract may be issued allowing termination under clause 19 of the General Grant Conditions.

Quarterly Progress reports will include:

* The progress of the project reported against milestones, deliverables, and key performance indicators.
* A statement of income and expenditure to date, certified by the Chief Executive Officer of the Grantee or nominated representative.
* Details of any promotional activities undertaken, or materials produced during the reporting period.
* Evidence of project deliverables achieved during the reporting period.

Variation Request Form:

The Grantee agrees to submit a Variation Request Form, using the template provided by DFES, to the DFES grant administrator if a situation arises where:

* any portion of the Grant is proposed to be spent in a way other than in accordance with the Agreement;
* any amount of the Grant is additional to the requirements of the Activity that is subject to this Funding Agreement;
* the milestones, deliverables or key performance indicators are changed in nature or timing; or
* Additional grant funding is requested to complete the Activity.

The Variation Request Form must be approved by the DFES grant administrator prior to the grantee proceeding with, or paying for, any variation. The Variation Request Form must describe the proposed variation in sufficient detail to enable DFES to consider the request. The DFES grant administrator will advise whether the variation is approved.

If the Grantee proceeds with, or pays for, a variation without prior approval from the DFES grant administrator, then the Grantee is liable repay that amount to DFES unless agreed otherwise.

DFES reserves the right to undertake any other appropriate action to recover costs or resolve the variation, including requesting an independent audit of the Grantee’s financial records.

Final Acquittal Report:

The Grantee will submit a Final Acquittal Report, using the template provided by DFES, within 8 weeks of the completion of the project. The Final Acquittal Report must include:

* evidence of project deliverables and evaluation of project outcomes against key performance indicators;
* a final statement of income and expenditure (exclusive of GST) signed by both the Chief Executive Officer (or accountable authority) and the Chief Financial Officer of the grantee, including all income and in-kind contributions;
* evidence supporting project expenditure such as invoices, with in-kind contributions expressed in monetary terms and based on industry standards;
* evidence of acknowledgement of the grant source in any media, products or promotion; and
* documents (e.g. reports / studies / plans / research) produced by the project and evidence of any other materials produced.

DFES reserves the right to request independently audited financial acquittal reports.

Activity webinar:

If requested by DFES, the Grantee will provide a webinar of not more than 1 hour duration, at completion of the Activity. The webinar will describe the Project, outcomes, budget acquittal successes or challenges, community benefit, lessons identified and proposed solutions if known and any other applicable topics. The webinar audience and content will be agreed between DFES and the Grantee. Any costs associated with providing the webinar can be included in the budget (NDRR funds, cash or in-kind contribution).

# Signatures

Executed as an Agreement must be witnessed at the time of signing.

**Department of Fire and Emergency Services:**

Sign for and on behalf of the:

|  |
| --- |
| **Department of Fire and Emergency Services ABN: 39 563 851 304** |
| **Name:** **Position:** **Signature:****Date:** |      |
| **Witness Name:****Signature:****Date:** |     |

##

**Grantee:**

Sign for and on behalf of the:

|  |
| --- |
| **<insert organisation> <ABN: XX XXX XXX XXX>**  |
| **Name:** **Position:** **Signature:****Date:** |      |
| **Witness Name:****Signature:****Date:** |     |

#

# Schedule 1: General Grant Conditions

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

1. Jurisdiction

2.1 This Agreement is governed by the law of Western Australia.

2.2 The Grantee agrees to comply with any relevant requirements of the following legislation, policies and standards when undertaking the Activity:

1. ISO 31000:2018 Risk Management – Guidelines;
2. *Building and Construction Industry (Improving Productivity) Act 2016,* including ensuring that builders are accredited under the Australian Government Building and Construction WHS Accreditation Scheme;
3. *Code for the Tendering and Performance of Building Works 2016,* including compliance with the Building Code 2016;
4. the legislation, policies and standards outlined in **Schedule 3: Proper Use of Grant Funding;** and
5. any other Western Australian or Commonwealth legislation, policies, and standards applicable to the Activity.
6. Acknowledgements

This program is funded by the Commonwealth Government and is administered by DFES on behalf of the SEMC.

The Grantee agrees to acknowledge the Commonwealth Government and the SEMC in any material published or created, in connection with this Agreement. This acknowledgement will be achieved by:

1. including the Commonwealth Government and the SEMC logos; and/or
2. a statement that “This project acknowledges the funding contribution of the Commonwealth Government and support from the WA State Emergency Management Committee.”
3. Notices

4.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

4.2 Any notice or other communication given under this Agreement must be in writing and from an authorised officer of the Party giving notice.

4.3 The recipient must acknowledge receipt of any notice, in writing, within 10 business days.

1. Funding Agreement Variation

This Funding Agreement, Grant Details, Supplementary Terms, General Grant Conditions, and Schedules may be varied by agreement in writing only.

1. Relationship between the Parties

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.

1. Subcontracting

7.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

7.2 The Grantee agrees to make available to DFES the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

1. Payment of the Grant

8.1 DFES agrees to pay the Grant to the Grantee in compliance with the Agreement.

8.2 DFES may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 DFES will pay the Grant (no GST applied) on receipt of both a valid tax invoice and a signed Funding Agreement, provided that the project did not commence prior to the Agreement execution date.

8.4. DFES reserves the right to withhold payment of any amount of the Grant related to expenditure that DFES reasonably believes does not comply with this Agreement.

1. Spending the Grant

9.1 The Grantee agrees to spend the Grant in compliance with the Agreement for the purpose of undertaking the Activity only.

9.2 The Grantee will be responsible for any costs that do not comply with this Agreement. Refer to *Schedule 3: Proper Use of Grant Funding* for additional information about compliance with financial responsibilities

1. Repayment

10.1 DFES reserves the right to request the repayment of Grant Funds if DFES reasonably believes:

(a) funds have been spent in a way that does not comply with the Agreement;

(b) the Grantee is unable to undertake the Activity;

(c) the Grantee has proceeded with, or paid for, a variation to the Agreement without prior approval from DFES.

10.2 DFES may recover funds if this Agreement is terminated for any reasons outlined in clause 19.

10.3 Any unexpended Grant funds will be returned to DFES within 30 days of acceptance of the Final Acquittal Report.

10.4 The amount to be repaid under clause 10 may be recovered by invoice.

11. Record keeping

11.1 The Grantee agrees to maintain records described in the Agreement for five years after the Activity Completion Date and provide copies to State Government representatives upon request.

11.2 The Grantee agrees to identify the receipt and expenditure of the Grant and any Other Contributions separately within the Grantee's accounts and records so that at all times the Grant is identifiable.

11.3 The Grantee agrees to maintain financial accounts and records relating to the Activity to enable all receipts and payments related to the Activity to be identified and reported.

11.4 The terms 11.1-11.4 survives the termination, cancellation or expiry of the Agreement.

12. Audit

12.1 Under section 17 of the *Auditor General Act 2006* the Auditor General has the right to audit this agreement.

12.2 If requested to do so, the Grantee agrees to provide the DFES grant administrator with independently audited financial acquittal reports verifying that the Grant was spent in accordance with this Agreement.

12.3 Independently audited financial acquittal reports must be audited by:

1. a Registered Company Auditor under the *Corporations Act 2001* (Commonwealth);
2. a certified Practicing Accountant;
3. a member of the National Institute of Accountants; or
4. a member of the Institute of Chartered Accountants;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

13. Intellectual Property

13.1 The Grantee agrees, on request from DFES, to provide DFES with a copy of any Activity Material in the format reasonably requested by DFES. The Grantee provides DFES a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material. Unless otherwise agreed between DFES and the Grantee title to and Intellectual Property Rights in Activity Material provided to DFES as part of the Grant Outputs will vest in the State of Western Australia.

13.2 The Grantee must insert a copyright notice into any Activity Material in accordance with the form and instructions in Schedule 2. The Grantee must particularise Activity Material and Existing Material, as specified in the instructions in Schedule 2.

13.3 The Grantee must work with DFES (including signing all required documents) to ensure the Intellectual Property Rights in all Activity Materials are legally transferred, assigned and vested in the State of Western Australia.

13.4 The Grantee warrants that the supply of the Activity Materials by the Grantee to DFES under the Grant will not infringe the Intellectual Property Rights of any third-party.

13.5 The Grantee shall, when reproducing third-party intellectual property in the Activity Material, use its best endeavors to source and choose Existing Material from a third-party that is licensed under a Creative Commons Attribution Licence, or any other type of Creative Commons Licence, in that order. The Grantee must specify this third-party Existing Material in the Table of References in accordance with the instructions in Schedule 2.

13.6 To the extent that the Grantee will reproduce the State of Western Australia’s and or the Grantee’s Existing Material as part of the Activity Material, both DFES (for and on behalf of the State of Western Australia) and or the Grantee shall supply, and each is taken to have supplied that material under a Creative Commons Attribution 4.0 Licence. The Grantee must specify this Existing Material in the Table of References in accordance with the Schedule 2 instructions.

13.7 The terms 13.1-13.6 survives the termination, cancellation or expiry of the Agreement

14. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by DFES, would be a breach of an Australian Privacy Principle.

15. Confidentiality

The Parties agree not to disclose each other’s confidential information without prior written consent unless required or authorised by law or Parliament.

16. Insurance

The Grantee will maintain adequate insurance for the duration of this Agreement and provide DFES with proof when requested.

17. Indemnities

17.1 The Grantee indemnifies DFES, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

17.2 The Grantee's obligation to indemnify DFES will reduce proportionally to the extent any act or omission involving fault on the part of DFES contributed to the claim, loss or damage.

18. Dispute resolution

18.1 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.

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

18.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

**19. Termination for default**

An Event of Default occurs if:

(a) the Grantee 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 DFES;

(b) the Grantee becomes insolvent or is deemed to be insolvent under the *Corporations Act 2001* (Commonwealth); or

(c) DFES has reasonable grounds to believe that the Grantee is unwilling or unable to comply with its obligations under this Agreement.

In the event of cancellation under clause 19, DFES will be liable only to:

1. pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
2. reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 20(a).

**20. Notice of Termination**

20.1 Subject to clause 19, a Notice of Termination will be issued by DFES to the Grantee stating the termination of the Agreement. The Notice must:

(a) Cite the Event of Default that caused the termination of the Agreement.

(b) Cite the clause(s) breached in the Agreement by the Organisation.

(c) Cite the clause under which DFES is terminating the Agreement.

(d) State that the Organisation is required to sign the Notice; and that by signing, the Grantee:

i. acknowledges the termination of the Agreement by DFES;

ii. agrees to return the payment of all allocated Grant Funds, as stipulated in the Notice, if applicable; and

iii. acknowledges that DFES will advise the Organisation of the terms, methods, timeframes, and any other applicable terms, by which the Organisation is to return all allocated Grant Funds, if applicable.

**21. Cancellation for convenience**

21.1 DFES may cancel this Agreement by notice, due to a change in:

1. Government policy; or
2. Control of the Grantee, which DFES believes will negatively affect the Grantee’s ability to comply with this Agreement.

21.2 The Grantee agrees on receipt of a notice of cancellation under clause 19 to:

1. stop the performance of the Grantee's obligations as specified in the notice; and
2. take all available steps to minimise loss resulting from that cancellation.

21.3 DFES’ liability to pay any amount under this clause is subject to:

1. the Grantee's compliance with this Agreement; and
2. the total amount of the Grant.

21.4 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

**22. Survival**

Clauses 10, 13, 14, 15, 17, 19, 20 and 21 survive termination, cancellation or expiry of this Agreement.

23. Conflict of interest

The Grantee agrees to immediately notify DFES of any actual, perceived, or potential conflicts of interest which could affect its performance of this Agreement and inform DFES of the actions taken to resolve the conflict.

24. Relevant qualifications and competency

The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks required.

**25. Definitions in this Agreement:**

* **Activity** means the activities described in the Funding Agreement.
* **Activity Material** means any Material, created or developed by the Grantee as a result of the Activity, but does not include Reporting Material.
* **Agreement** means the Funding Agreement which comprises Grant Details, General Grant Conditions, Schedules 1, 2 and 3, and any other document referenced or incorporated in the Grant Details.
* **Audit** means the verification and certification the Grant has been spent in accordance with this Agreement by either an independent registered company auditor (as defined by *Corporations Act 2001*) or Office of the Auditor General for WA.
* **Auditor** means an accountant in public practice, who is a certified public practitioner (or equivalent) and is a member of either Chartered Accountants Australia and New Zealand (CAANZ), CPA Australia or the Institute of Public Accountants (IPA)
* **Auditor General** means the Auditor General for the State of Western Australia.
* **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
* **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
* **Completion Date** means the date or event specified in the Grant Details.
* **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
* General Grant Conditions means this document.
* **Grant** means the money, or any part of it, payable by DFES to the Grantee as specified in the Grant Details.
* **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
* **Grant Details** means the document titled Grant Details that forms part of this Agreement.
* **Ineligible Costs** means any costs incurred that are inconsistent with the terms and conditions of the Grant Guidelines and Funding Agreement.
* **Intellectual Property Rights** means patents, trademarks, service marks, trade names, copyrights, moral rights, trade secrets, industrial designs and other similar rights recognised under Australian law.
* **Party** means the Grantee or DFES.
* **Personal Information** has the same meaning as in the *Privacy Act 1988.*
* **Project Material** means any Material forming the final product of the Grant, including but not limited to reports, maps, data files (including geospatial data and model files).
* **Promotional Material** means any material, created or developed by the Grantee as a result of the Activity that has been agreed by DFES and the Grantee as Promotional Material in the Funding Agreement for the purposes of promotion of the Activity and, where applicable, acknowledged as per clause 2.
* **Reporting Material** means all materialwhich the Grantee is required to provide to DFES for grant administration and reporting purposes but does not include Project Material.

# Schedule 2: Template Copyright Notice

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For further information about the copyright in this document, please contact:

Department of Fire and Emergency Services

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Cockburn Central WA 6164

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# Schedule 3: Proper Use of Grant Funding

**Accountable Authority**

* The Grantee is an accountable authority for the financial management of public money as prescribed under the [*Financial Management Act 2006*](https://www.legislation.wa.gov.au/legislation/statutes.nsf/main_mrtitle_333_homepage.html) (Part 4). The Grantee must ensure compliance with the *Financial Management Act 2006*, [[*Treasurer’s instructions*](https://www.wa.gov.au/government/publications/financial-administration-bookcase)](https://www.wa.gov.au/system/files/2022-04/fab-update-no-89.pdf) and any other written law that applies to the Grantee.
* The Grantee must incur expenditure to undertake the Activity described in the executed Funding Agreement in a manner that is consistent with any State Government policy prescribed by the *Treasurer’s Instructions.*
* In addition, the Activity funded by the Grant should be conducted in accordance with the principles of relevant Western Australian Government policy, including the following:
* [Treasurer’s Instruction 304 – Authorisation of Payments](https://www.wa.gov.au/system/files/2022-04/fab-update-no-89.pdf) .
* [Treasurer’s Instruction 321 – Credit Cards – Authorised Use](https://www.wa.gov.au/system/files/2022-04/fab-update-no-89.pdf)
* [Western Australian Government Purchasing Card Guidelines](https://www.wa.gov.au/system/files/2019-11/Western%20Australian%20Government%20Purchasing%20Card%20Guidelines.pdf)
* [Public Sector Commissioner’s Circulars 2009-18 Guidelines for Expenditure on Official Hospitality](https://www.wa.gov.au/government/document-collections/public-sector-commissioners-circulars)
* [Providing Gifts, Benefits and Hospitality – Good Practice Guide for WA Public Authorities](https://www.wa.gov.au/government/multi-step-guides/managing-the-risks-of-gifts-benefits-and-hospitality/providing-gifts-benefits-and-hospitality)
* [Conflicts of Interest – Guidelines for the WA Public Sector](https://www.wa.gov.au/government/document-collections/integrity-coordinating-group)
* [Public Sector Commissioner’s Circulars 2018-03 Code of practice: Occupational Safety and Health in the Western Australian Public Sector](https://www.wa.gov.au/government/document-collections/public-sector-commissioners-circulars)
* [Commissioner’s Instruction 7: Code of Ethics](https://www.wa.gov.au/government/publications/commissioners-instruction-7-code-of-ethics)
* [Commissioner’s Instruction 8: Codes of Conduct and Integrity Training](https://www.wa.gov.au/government/publications/commissioners-instruction-8-codes-of-conduct-and-integrity-training)
* [Treasurer’s Instruction 804 – Retention of Accounting Records](https://www.wa.gov.au/system/files/2022-04/fab-update-no-89.pdf)

**Costs Ineligible for Grant Funding**

The Grant may not be used to fund:

* Cash or in-kind contributions to be provided by the Grantee as described in the Activity Budget.
* Business as usual activities of the Grantee.
* Expenses due to works that commence or are completed prior to the execution of the Funding Agreement.
* Any ongoing costs that are required to maintain the Activity beyond the completion date specified in the executed Funding Agreement.

The Grant may not be used to purchase any of the following:

* **Alcohol** including in relation to hospitality, functions, events, catering, corporate travel, bar tabs, mini bars and personal use. Providing alcohol has integrity, health and safety risks for public sector agencies, and may not meet community expectations.
* **Medication** including prescription and ‘over the counter’ medication.
* **Mementos** provided to participants at Grant funded events unless approved in the Funding Agreement or a variation request. Examples of mementos are branded or personalised pens, caps, coffee mugs, and t-shirts.
* **Coffee** unless purchased as part of a meal.
* **Gifts** of any consumer items, goods and services, samples, discounts, and cash, including tickets to entertainment events.
* **Hospitality** except where approved in the Funding Agreement or a variation request. Hospitality includes providing meals, accommodation or travel to stakeholders, conference delegates and official visitors.
* **Benefits** that bestow personal advantage on the purchaser due to special offers, loyalty reward schemes, frequent flyer points, or other benefit schemes.
* **Any other transaction** disallowed by the terms and conditions set out in this Funding Agreement or any other applicable written law, policy, instruction or standard.

Please note:

* The Grantee will be responsible for any costs that are not consistent with the terms and conditions of the Grant Guidelines and Funding Agreement.
* DFES reserves the right to withhold payment or request return of any portion of the Grant that has been spent on any aspect of the Activity that DFES reasonably believes is an ineligible cost.