

AWARE2324 Sample Funding Agreement Form Preview

AWARE2324 Funding Agreement

* indicates a required field

Funding Agreement

Funding Agreement between the
DEPARTMENT OF FIRE AND EMERGENCY SERVICES
and the

Name of the Organisation

Organisation Name

Grant Round Name

This field is read only.

The round this submission is in.

Project Title

Application Number

This field is read only.

The identification number or code for this submission.

Parties to this Agreement

Once completed, this document, together with each set of Grant Details and the General Grant Conditions (Schedule 1), forms an Agreement between the Department of Fire and Emergency Services and the Grantee.

The Department of Fire and Emergency Services

Emergency Services Complex

20 Stockton Bend

Cockburn Central WA 6164

ABN: 39 563 851 304

Name of the Applicant

Organisation Name

Applicant Office Address

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Please include the street number, name and suburb.

Applicant Office Email

Applicant Office Phone Number *

Background

The Department of Fire and Emergency Services (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 associated Activity.

The Grantee agrees to use each Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity 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.

Party representatives and address 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 name

First Name

Last Name

Position

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Email

Must be an email address.

Phone Number

Must be an Australian phone number.

DFES representative and address

First Name

Last Name

Position

Email

Must be an email address.

Phone Number

Must be an Australian phone number.

Grant Details

* indicates a required field

A. Purpose of the Grant

The purpose of the All West Australian's Reducing Emergencies (AWARE) program is to enhance Western Australia's Emergency Management arrangements by investing in capacity building and preparedness activities at a local and / or district level.

Projects must be working to achieve at least one of the five priority outcomes including:

- Furthering the emergency risk management process
- Facilitating capability-based exercises
- Assisting in reviewing Local Emergency Management Arrangements (LEMA)
- Delivering emergency management training
- Hosting or facilitating emergency management events or forums

Activity

Short project description *

Word count:

Must be no more than 250 words.

Provide a short description of your project

Start Date

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Must be a date.

The project can only commence after the execution of the funding agreement by both parties.

End Date

Must be a date.

AWARE Funding Requested (NO GST)

\$

Must be a dollar amount.

What is the total financial support you are requesting in this application?

Co-contribution (NO GST)

\$

Must be a dollar amount.

(cash and in-kind combined total)

Total Project Cost

\$

This number/amount is calculated.

What is the total budgeted cost (dollars) of your project?

C. Strategic Priorities:

* indicates a required field

This project will work towards achieving the following priority outcome(s):

- Furthering the emergency risk management process
- Facilitating capability-based exercises
- Assisting in reviewing Local Emergency Management Arrangements (LEMA)
- Delivering emergency management training
- Hosting or facilitating emergency management events or forums

D. Project Expenditure

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:

Budget

Description (include Agency/ all expenditure e.g. Organisation)	Funding Source	Amount (NO GST)
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labour, consultancy fees, etc)

	(providing the co-contribution to the project)		Must be a dollar amount.
			\$
			\$
			\$

New Section

Total Project Expenditure *

\$

This number/amount is calculated.

This must be equal to the Total project cost on page 2.

E. Project Deliverables

Key Performance Indicators

Key Performance Indicators (KPIs) are specific, actionable and realistic benchmarks used to evaluate progress against a particular outcome (both tangible and intangible actions or products the project will deliver) over time.

Evaluation Criteria is the method used to measure the success of each KPI.

Key Performance Indicators

Evaluation Criteria

Milestones

The milestones will be demonstrate the project progress (in chronological order)

Milestones

Dates of Completion

	Must be a date.

Financial Responsibilities

Grant Payment

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

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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:

- suspend payment of the Grant until the Other Contributions are provided; or
- 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.

Reporting

Progress report

The Grantee agrees to submit suitably certified progress reports in the form specified to DFES's representative within 15 days of the end of each quarter (or as requested) using the following schedule:

Reporting period

Report due

January to March

15 April

April to June

15 July

July to September

15 October

October to December

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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.

Schedule 1: General Grant Conditions

Schedule 1: General Grant Conditions

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

2. Acknowledgements This program is funded by the Department of Fire and Emergency Services (DFES) and is delivered by the State Emergency Management Committee (SEMC). The Grantee agrees to acknowledge DFES in any material published or created, in connection with this Agreement. This acknowledgement will be achieved by: (a) including the DFES logos; and/or (b) a statement that "this project acknowledges the funding contribution of the Department of Fire and Emergency Services." Amendments to the statement of recognition must be approved by the DFES Representative.

3. Notices

3.1 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.

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

3.3 The recipient must acknowledge receipt of any notice, in writing, within 5 business days.

4. Funding Agreement Variation This Funding Agreement, Grant Details, Supplementary Terms, General Grant Conditions, and Schedule 3 may be varied by agreement in writing only.

5. 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.

6. Subcontracting

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

6.2 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.

6. 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 informs DFES of the actions taken to resolve the conflict.

8. 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 Grant Agreement, provided that the project did not commence prior to the Agreement execution date.

9.3. 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.

9. 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

10. 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 the records for five years after the Activity Completion Date and provide copies to State Government representatives upon request.

12. Audit

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

13. Intellectual Property

13.1 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, upon payment, vest in the State of Western Australia.

13.2 The Grantee

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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 endeavours 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. 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 (Cth); or (c) DFES has reasonable grounds to believe that the Grantee is unwilling or unable to comply with its obligations under this Agreement. 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 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) a change in Government policy; or (b) a Change in the 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: (a) stop the performance of the Grantee's obligations as specified in the notice; and (b) take all available steps to minimise loss resulting from that cancellation. 21.3 In the event of cancellation under clause 19, DFES will be liable only to: (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and

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(b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 20(a). 21.4 DFES liability to pay any amount under this clause is subject to: (a) the Grantee's compliance with this Agreement; and (b) the total amount of the Grant. 21.5 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, 21 and 22 survive termination, cancellation or expiry of this Agreement. 23. 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, Schedule 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 the Corporations Act 2001) or the Office of the Auditor General for Western Australia. • 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 DFES and the Activity and, where applicable, acknowledged as per clause 2. • Reporting Material means all Material which 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

This copyright notice is to be incorporated into the purchased material. It can be downloaded MS Word format from <https://goo.gl/igpUv9>. You must remove any other copyright notices in the document(s) templates you normally use.

Instructions

- 1.Ensure that the hyperlink under the Creative Commons Logo is maintained. <https://creativecommons.org/licenses/by/4.0/>
- 2.Replace [Title of document] [Year] with the appropriate content
- 3.Replace [Year] with the appropriate content

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4. Obtain the particulars required by DFES for inclusion under the heading: **Further Information**
5. In the Disclaimer section, replace **[Grantee]** with the appropriate content.
6. You are required to particularise the Existing Material (this includes third party material and material provided by the SEMC/Purchaser) that is **incorporated** into the Project Outputs, in a Table of References. (See above and Clause 12) Each reference shall particularise the title of the material being reproduced, Author or Copyright Holder, Year of Publication, Page number (if appropriate), Copyright Licence (if any - E.g. CC Attribution Licence), or 'All Rights Reserved'

COPYRIGHT NOTICE

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Please give attribution to: © State of Western Australia (DFES) [Year]

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Further Information

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

Department of Fire and Emergency Services

20 Stockton Bend

Cockburn Central WA 6164

Info@DFES.wa.gov.au

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You should obtain professional advice before making decisions based upon the contents of this document.

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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](#) (Part 4). The Grantee must ensure compliance with the Financial Management Act 2006, [Treasurer's instructions](#) 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](#) .
- [Treasurer's Instruction 321 - Credit Cards - Authorised Use](#)
- [Western Australian Government Purchasing Card Guidelines](#)
- [Public Sector Commissioner's Circulars 2009-18 Guidelines for Expenditure on Official Hospitality](#)
- [Providing Gifts, Benefits and Hospitality - Good Practice Guide for WA Public Authorities](#)
- [Conflicts of Interest - Guidelines for the WA Public Sector](#)
- [Public Sector Commissioner's Circulars 2018-03 Code of practice: Occupational Safety and Health in the Western Australian Public Sector](#)
- [Commissioner's Instruction 7: Code of Ethics](#)
- [Commissioner's Instruction 8: Codes of Conduct and Integrity Training](#)
- [Treasurer's Instruction 804 - Retention of Accounting Records](#)

Costs Ineligible for Grant Funding

As described in the Grant Guidelines and Funding Agreement 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 or '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.

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- **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.