

Road Safety Commission Community Initiatives Grant Terms and Conditions

The Road Safety Commission (Commission) administers the Road Safety Community Grants on behalf of the Government of Western Australia. The recipient of the grant agrees to the following conditions;

1. Indemnify and keep indemnified the Minister of Road Safety, the Road Safety Commission, the Road Safety Commissioner, the State of Western Australia and their respective employees and officers from and against all actions, suits, claims, demands, proceedings, losses, costs, expenses and liability which they may suffer, incur or sustain, howsoever arising, in connection with the project or works that are the subject of the project.
2. The undersigned Duly Authorised Person acknowledges and agrees to be held responsible for the operation, financial reporting, and any consequences (intentional or otherwise) of this Grant.
3. In relation to Services that comprise or involve “child-related work” (as defined in section 6 of the Working with Children (Criminal Record Checking) Act 2004 (WA), the Grantee agrees to: implement the National Principles for Child Safe Organisations (<https://childsafe.humanrights.gov.au/national-principles/download-national-principles>); provide training to ensure that all Personnel are aware of and comply with the National Principles for Child Safe Organisations; and provide evidence of compliance as and when required.
4. All the information provided in the application is true and correct, and permission is given for an employee or representative of the Commission to contact any relevant person or organisation in the processing of this application.
5. Include the Project name and Project grant number on all correspondence to the Commission. The name and associated grant number will be included in the acknowledgment documentation from the Commission following formal approval. **Email:** grants@rsc.wa.gov.au
6. Once you have been advised your grant application is successful, you will need to **Raise a Tax Invoice:**
Submit a tax invoice within 30 days (1 month) from being advised of success. This invoice must be addressed as follows;

WA Police ABN: 91 724 684 688
Western Australia Police Force
Attn: Road Safety Commission
PO Box 6348
East Perth, WA 6892
 - i. *Ensure this is addressed as above.*
 - ii. Include your ABN on the invoice
 - iii. If registered for GST, please invoice the grant fund ex GST, record the GST component, and add the two figures for the total invoice amount.
 - iv. If not registered for GST please note N-T on invoice.
 - v. Ensure your invoice states “WBS: SE.927000.017M.01.01”
7. Not use, apply or extend any portion of the grant other than in and towards the cost of the Project unless otherwise agreed in writing by the Commission.
8. Repay any monies, derived from the Grant that remains unspent once the Evaluation and Acquittal report is completed. The Evaluation and Acquittal report should outline any money that remains unspent from the grant. Following this, the grantee will be issued with an invoice for the remaining funds.

9. Obtain the prior written approval from the Commission Community Initiatives team for any of the following; **Email: grants@rsc.wa.gov.au**
 - a. Any change, planned or otherwise, in the objectives or work program of the Project to those set out in the associated approved application,
 - b. Any change contrary to the approved budget and/or its allocations,
 - c. An extension of time to complete the Project.
10. Maintain separate financial records for the project in accordance with accepted accounting standards, including but not limited to:
 - a. Details of the amount and source of all financial contributions to the project other than the grant, including those made by the grantee.
 - b. Separate invoices and receipts for the project.
 - c. Details of all expenditure related to the project.
11. Submit to the Commission an Evaluation and Acquittal report within **three (3) months** of the end of the project.
12. In addition to any other reports required hereunder and upon a request in writing from the Commission, prepare and submit to the Commission reports on any aspect of the project specified by the Commission, including but not limited to the progress of the project, budget or finances.
13. At the request of the Commission, allow access to financial records, receipts and all other material relating to, or produced in the course of, the project.
14. Acknowledge the support of the Commission and the Minister of Road Safety in all communications relating to the Project by including;
 - a. A statement that the Minister of Road Safety has approved funding for the project;
 - b. The road safety message promoted that the project is funded through the Road Trauma Trust Account (RTTA);
 - c. The corresponding key safety message approved by the Commission;
 - d. The Logos supplied by the Commission.
15. **Ministerial Involvement:** The Minister for Road Safety, or their appointed representative, will be given the opportunity to attend key official functions, announcements, or ceremonies. The Grantee must issue an invitation to the Commission to seek Ministerial attendance with a minimum of one month's notice for such events/happenings. The invitation must clearly indicate the event(s), location, time/date, audience, Minister's role, speech duration (if required), etc. Requests for the Minister for Road Safety should be sent via email to grants@rsc.wa.gov.au.
16. Acknowledges and agrees that no relationship of employment, agency, partnership or joint venture shall exist or be deemed to be created between, the Minister of Road Safety, the Road Safety Commissioner, the State of Western Australia or the Commission, and the Funding Recipient.
17. Acknowledges and agrees that nothing in this Agreement constitutes an endorsement by the Minister of Road Safety, the Road Safety Commissioner, the State of Western Australia or the Commission, for any goods or services provided by the Funding recipient in the operation of this Project.
18. Acknowledges and agrees that the Project, this Agreement, and information regarding it, is subject to the Freedom of Information Act 1992. Further that the Minister of Road Safety, the Road Safety Commissioner, the State of Western Australia or the Commission, may publicly disclose information in relation to the Project and this Agreement.
19. In the event of a breach of any of these conditions by the Grantee, its representatives or employees, the Commission may give written notice to the Grantee requiring that, within fourteen

(14) days of receipt of notice to;

- a. Suspend or terminate the project
- b. Take all reasonable steps to protect the project
- c. Minimise any loss resulting from the suspension or termination of the project
- d. Rectify the breach in the manner specified in the notice.

20. If the Grantee fails to comply with a notice given under clause 18 The Commission may;

- a. Make no further payments of the Grant to the Grantee.
- b. Make the Grantee ineligible for any further grants from the Road Safety Commission Community Initiative Grants Program.
- c. Take what steps are necessary to reclaim any funding pertinent to Clause 18.

21. In the event of there being any inconsistency between the contents of the application and any condition set out herein or any additional special condition, the condition shall prevail to the extent of the inconsistency.

22. The application, evaluation and any additional documentation relating to the Project remains the property of the Commission and may be made available to other groups wishing to conduct similar projects.

23. In the event of a dispute and before resorting to external dispute resolution mechanisms, the Parties to this Agreement shall in, good faith attempt to settle, by negotiation, any dispute in relation to this Agreement, and where practical, each Party shall refer the matter to personnel who have authority to intervene and facilitate some form of resolution.

24. In the event of a dispute, parties are not to inform any media organisations until such time as a resolution has been reached.

25. In the event that the grantee fails to comply with any of the outlined terms of the initial application, by which the application was approved the Commission may;

- a. Take what steps are necessary to reclaim any funding
- b. The Grantee may be ineligible for any further grants from the Road Safety Commission.