AGREEMENT BETWEEN

THE STATE OF WESTERN AUSTRALIA

AND

[RECIPIENT]

GRANT AGREEMENT FOR THE WESTERN AUSTRALIAN VETERANS FACILITIES FUND GRANT

VFF Grant 2026-27

Application Number: [APPLICATION ID]

THIS Agreement is made on the day of 2027

BETWEEN

THE STATE OF WESTERN AUSTRALIA acting through the Department of the Premier and Cabinet ("State")

AND

RECIPIENT (ABN: 000000) of
ADDRESS, WA 6000, Australia
("**Recipient**")

The Recipient has applied to the State for financial assistance to undertake the Project and the State has agreed to provide the Funding to the Recipient on the terms and conditions set out in this Agreement.

BACKGROUND

A. The Veterans Facilities Fund Grant assists Ex-Service Organisations in Western Australia to fund remediation, repairs and other improvements to ageing facilities and memorial sites across the State, keeping them fit-for-purpose, safe and accessible.

B. Subject to the terms of this Agreement, the State wishes to provide a Grant to the Recipient for the purposes of the Project.

C. The Recipient acknowledges the State is required by law to ensure accountability for public money, and the Recipient is required to be accountable for all State funding.

D. The Parties now wish to record the terms and conditions upon which the approved Grant will be provided by the State to the Recipient.

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OPERATIVE PART

THE PARTIES AGREE as follows:

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement and any information enclosed therewith or attached thereto, unless the context otherwise requires:

a) **Agreement** means this Financial Assistance Agreement, including its recitals, schedules and annexures.

b) **Business Day** means any day in Perth Western Australia which is not a Saturday, Sunday, or public holiday.

c) **Commencement Date** means the execution date of this Agreement.

d) **Confidential Information** means information, regardless of its form, which is not publicly available and by its nature, is, or reasonably ought to be known is, confidential to the Recipient, the Department, VFF Grant Program, or the Government of Western Australia.

e) **Date for Project Completion** means the date by which the Recipient must complete the Project set out in item 2 of Schedule 1.

f) **Department** means the Department of the Premier and Cabinet of the State of Western Australia (**State**) including its officers, employees, agents and contractors.

g) **Event of Default** has the meaning given in clause 11.1.

h) **Final Report** has the meaning given in Schedule 4 to this Agreement.

i) **Funding** or **Grant** means the amount specified in item 1 of Schedule 2.

j) **GST** means Goods and Services Tax as defined in the GST Law.

k) **GST Act** means *A New Tax System (Goods and Services) Tax Act 1999* (Cth) and includes all associated legislation and regulations.

l) Information relating to applicants that is not publicly available

m) **Law** means all applicable present and future laws including: all acts, ordinances, regulations, by-laws, awards and proclamations of the State of Western Australia or the Commonwealth; authorisations; principles, requirements and rules of the common law or equity; and standards, codes, policies and guidelines.

n) **Liability** means any debt, obligation, loss, compensation or change of any kind, including those that are prospective or contingent and those the amount of which are not ascertained or ascertainable.

o) **Obligation** means an obligation under or account of this Agreement.

p) **Project** means the initiative or activities described in item 3 of Schedule 1.

q) **Provision** means any term, condition, undertaking, promise, obligation or warranty of, made or given under this Agreement.

r) **Site** means the location where the Project will be carried out.

1.2 Interpretation

In this Agreement and any information enclosed therewith or attached thereto, unless the context otherwise requires:

a) Words importing the singular include the plural and vice versa;

b) Words importing any gender include the other genders;

c) References to a person include an individual, the estate of an individual and any type of entity or body of persons, including a corporation, an incorporated or unincorporated association or parties in a joint venture, a partnership or a trust and the legal personal representatives, successors and assigns of that person;

d) a reference to the State includes each and every agency department, instrumentality and emanation of the State;

e) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);

f) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;

g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include e-mail and facsimile transmission;

h) an Obligation incurred in favour of two or more persons is enforceable by them jointly and severally;

i) if a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

j) references to this Agreement include its recitals, schedules and annexures;

k) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;

l) references to time are local time in Perth, Western Australia;

m) where time is to be reckoned from a day or event, that day or the day of that event is to be included;

n) references to currency are to Australian currency unless otherwise stated;

o) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Agreement or any part thereof;

p) a reference to any thing is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

q) when the day or last day for doing an act is not a Business Day, then the day or last day for doing the act will be the directly preceding Business Day;

r) if the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow;

s) the phrases "described in", "set out" and "specified in" shall all read as if the words "expressly or impliedly" appeared immediately before them;

t) reference to a contractor or sub-contractor means a contractor or sub-contractor at any tier; and

u) a reference to information includes data, projections, advice, undertakings and documentation.

2 DEPARTMENT

a) The Department acts for and on behalf of the State of Western Australia and may at any time perform any of the State's Obligations and exercise the State's rights and powers in and under this Agreement.

b) The Department administers the Veterans Facilities Fund Grant on behalf of the State and is responsible for the management, monitoring and administration of the Funding provided under this Agreement.

c) The Recipient agrees to treat any approval, action, consent, direction, request, notice or other communication issued by the Department in connection with this Agreement as being from and on behalf of the State.

d) The Recipient acknowledges that the Department is administering Funding for the Project and does not take responsibility for the delivery, management, supervision or success of the Project.

e) Nothing in this Agreement creates a partnership, joint venture, agency, employment relationship or other fiduciary relationship between the Department and the Recipient.

3 SCOPE

3.1 Scope of this Agreement

a) Under this Agreement, the State agrees to pay the Funding to the Recipient in the manner set out in Schedule 4, which must be used by the Recipient to carry out the Project described in Schedule 1 and for no other purpose, unless in accordance with the Variation provisions outlined in section 15 of this Agreement.

b) The Funding is provided for the purpose of supporting the Project and achieving the objectives of the Veterans Facilities Fund.

c) This Agreement governs the provision, use, management and acquittal of the Funding.

d) The Project Details, Funding Amount, Project Period, Reporting Requirements, Payment Arrangements and any Special Conditions are set out in the Schedules to this Agreement.

e) This Agreement is governed by the laws of the State of Western Australia, and the Parties agree to submit to the jurisdiction of the courts of Western Australia.

3.2 Grant Payment to the Recipient

a) Subject to the terms of this Agreement, the State agrees to pay the Funding to the Recipient via electronic funds transfer to the account specified in Schedule 2.

b) The State may, at its discretion, refuse to pay, or delay payment of, the Grant where there is a reasonable belief that the Recipient is not able to undertake and/or complete the Project or any of its parts.

3.3 Approved Project

a) The Recipient must use the Grant solely to carry out the Project as described in Schedule 1 of this Agreement and for no other purpose, unless otherwise agreed in writing by the Parties to this Agreement.

b) The Recipient must carry out all aspects of the Project as approved and fulfil its Obligations in a competent, diligent and satisfactory manner.

3.4 Additional Expenditure

a) The Recipient acknowledges and agrees that it is solely responsible for any expenditure in relation to the Project which exceeds the Grant.

b) The Recipient's obligations extend beyond funding and include responsibility for other resources, including human resources, adequate to properly meet its Obligations.

c) The Department and State have no liability whatsoever to provide any additional monies to the Recipient over and above the Grant amount.

3.5 No Endorsement

The Recipient agrees that nothing in this Agreement constitutes an endorsement by the Department or State of any goods or services provided by the Recipient.

4 OBLIGATIONS OF THE RECIPIENT

4.1 Use of Funding

a) The Recipient must use the Funding for the carrying out of the Project in accordance with this Agreement. All Funding should be used in a commercially prudent, sensible and reasonable manner.

b) The Recipient must expend all of the Funding and complete the Project by the Date for Completion.

4.2 Recipient's General Undertakings

The Recipient agrees that during the Term of this Agreement, it will:

(a) At all times duly perform and observe its Obligations and promptly inform the Department of any occurrence that might adversely affect its ability to do so in a material way.

(b) Undertake its responsibilities under this Agreement with integrity, good faith and probity.

(c) Cooperate fully with the Department in the administration of this Agreement.

(d) Comply with all relevant Laws under and in connection with the Project and this Agreement.

(e) Notify the Department of any actual, pending or threatened Claim against it or against a Staff Member as soon as practicable after the Recipient first becomes aware of that Claim.

(f) Notify the Department immediately if the Recipient becomes aware of any fraud or corruption in relation to the Project, the Funding, or this Agreement.

(g) Acknowledge that funding provided under this Agreement is public money and subject to compliance by the Recipient with the terms detailed within it.

(h) Permit the Department or any other person authorised by the Department to enter the Project Site at any reasonable time to determine whether the Recipient is performing its obligations under this Agreement, provided that any person entering the Project Site does so in a manner so as to cause minimal disruption to the Recipient's activities and delivery of the Project.

4.3 Recordkeeping

a) The Recipient must keep and maintain accurate, complete, up-to-date and properly detailed written records of:
   i. Its income, expenditure, financial commitments, business and commercial arrangements and dealings in relation to either or both of this Agreement and the Project (including bills, accounts, invoices, dockets, receipts and the like).
   ii. Work, activities, performance, progress, achievements, setbacks, problems, failures and remedial actions of and associated with the Project.
   iii. Correspondence related to the Project.
   iv. Agreements entered into for the purposes of carrying out the Project.

b) Sufficient financial records relating to the Project must be kept to enable identification of all income and expenditure related to the Project in the Recipient's bank accounts, and the audit of these records in accordance with Australian Auditing Standards, the *Auditor General Act 2006,* or the right of audit provisions detailed in section 5 of this Agreement.

c) The Recipient must ensure that all such information or documentation is not in any way misleading or deceptive. Such records must be kept for a period of no less than seven (7) years after the Execution Date.

d) The Recipient agrees to provide the Department with access to the above records (to the satisfaction of the State in its absolute discretion), evidence that the Recipient is solvent and financially viable, and has the operational capability and capacity to carry out the Project, within five (5) Business Days of any request.

4.4 Reporting

a) The Recipient must provide the Department with Progress Reports on a six-monthly basis until the Project End Date, containing the information and within the timeframes set out in Schedule 2 of this Agreement.

b) The Recipient must provide the Department with a Final Report within two (2) months of the Project End Date or any earlier termination of this Agreement.

c) All reports must be accurate, complete and to the total satisfaction of the Department in every respect. The Department may conduct Project Site visits or request records to confirm details within Progress and/or Final Reports.

d) The Department reserves the right to seek further information, request an independent audit or review of claims, payments or other material within Progress and/or Final Reports.

e) Any extensions to the timeframe required to submit a Progress Report or Final Report must be approved by the Department in writing.

f) This clause survives termination of this Agreement.

4.5 Provision of Information and Notifications

a) The Recipient must inform the Department as soon as practicable, of any changes to its:
   i. Name;
   ii. Address;
   iii. Authorised Person contact details;
   iv. Bank account details;
   v. Ability or timing to deliver the Project; or
   vi. Any document or other matter previously provided under this Agreement, where those changes would, or reasonably might, adversely affect the ability of the Recipient to comply with its obligations under this Agreement.

b) The Recipient must also provide written notification to the Department of any legal proceedings or debt recovery actions against the Recipient or any of its officers or employees, where such legal proceedings could have a materially adverse effect on the ability of the Recipient to perform its obligations under this Agreement.

c) The Recipient acknowledges and agrees that the Department has absolute discretion in:
   i. Determining whether and when to provide the Recipient with Notification that it considers the Recipient has properly complied with and fulfilled all of its Obligations under this Agreement, including the Final Report.
   ii. Its ability to exercise or enforce any right power or remedy of the State under this Agreement or and relevant Law even after providing the Recipient with Notification, where the State subsequently discovers that any Obligation has not been properly complied with by the Recipient.

4.6 Representations and Warranties

a) The Recipient will notify the State as soon as practicable, if any representation or warranty made or taken to be made by or on behalf of the Recipient in or in connection with this Agreement is found to be incorrect or misleading when made, or taken to be made, or has become, or is likely to become, untrue.

b) The Recipient represents and warrants that:
   i. It is duly authorised and has the power to enter into and observe its obligations under this Agreement.
   ii. Its obligations under this Agreement are valid, binding and enforceable in accordance with their terms.
   iii. To the best of its knowledge or belief, there is no litigation, arbitration or administrative proceedings currently taking place, pending or threatened against the Recipient which could have a materially adverse effect on the Recipient's ability to perform its obligations under this Agreement, comply with its terms, or adversely affect the State's or Department's reputation.
   iv. To the best of its knowledge or belief, this Agreement and performance under it does not violate any Laws, registrations, approvals, license, permit, agreement or award binding on the Recipient.
   v. It has, after diligent inquiry and investigation, fully disclosed to the Department all material information which could reasonably be regarded as affecting in any way the State's decision to enter into this Agreement.
   vi. All information provided to the Department by or on behalf of the Recipient relating to this Agreement, the Project and the Funding, is true, accurate and complete.

c) The representations and warranties made by the Recipient under clause 4.6(b) are taken to be made continuously throughout the Term of this Agreement.

4.7 Publication

a) The Department may publish information relating to the Veterans Facilities Fund and its recipients when and howsoever it chooses. The Recipient consents to the publication of relevant information by the Department including:
   i. The Recipient's name, as having been awarded funding under the Veterans Facilities Fund Grant;
   ii. The value of the Grant awarded to the Recipient;
   iii. The name and brief description of the Project for which it was awarded; and
   iv. Outcomes resulting from the Recipient receiving the Funding and delivering the Project.

b) The Recipient will work collaboratively with the Department to publicise outcomes achieved by the Recipient as a result of the Grant and through activities promoting the Veterans Facilities Fund. This may include reports, publications, case studies and media statements produced by the Department.

c) Unless the Department requests or agrees otherwise, any communications in relation to the Project, the Funding, or this Agreement, must acknowledge the role and contribution of the Department by:
   i. Containing a prominent acknowledgement that reads: 'This project has been supported by the Government of Western Australia through the Minister for Veterans;

ii. Including a verbal acknowledgement of the contribution and assistance of the Government of Western Australia in any verbal announcements, speeches or official presentations made in relation to the Project; or
iii. Representing the Department's and Recipient's logos and names in an equally prominent position; and
iv. Being consistent with the Department's Marketing, Communications and Acknowledgements Policy.

d) The Recipient must not use the Coat of Arms for the State of Western Australia, or any other Departmental or State Government trademarks, logos or other intellectual property, on any promotional material without the prior written express approval of the Department.

5 EVALUATION AND AUDIT RIGHTS

5.1 Arrangement of Evaluations or Audits

The Department may arrange, at its own cost, for an independent evaluation or audit to be carried out of the Recipient's activities and finances that relate directly to the Project and the Funding at any time until two (2) years after the Final Report is submitted. If the Department arranges for an evaluation or audit:

a) Unless required by law or necessary to investigate suspected fraud, misconduct or a serious breach of this Agreement, the Department must provide reasonable written notice to the Recipient that it has arranged for an audit or evaluation to be carried out.

b) The Recipient must allow all persons appointed by the Department to carry out the audit or evaluation to have full access to all documents, records and premises in the control or possession of the Recipient for the purpose of carrying out the evaluation or audit.

c) The Recipient must, upon request by the Department, provide reasonable assistance to enable the Department to verify information provided under this Agreement.

5.2 Where Capital Works are Involved

Where the Project involves capital works including construction, renovation, remediation or other infrastructure works, the Department may request evidence of any relevant approvals, licenses, certifications, inspections or completion documentation associated with the Project and its activities.

5.3 Rights

The rights of the Department under this clause 5 survive the expiry or termination of this Agreement.

6 REPAYMENT OF FUNDS

a) Following either termination of this Agreement or receipt of the Final Report, the Recipient must, within twenty (20) Business Days from any written request from the Department, remit any Funding that the Department has paid to the Recipient that has not been spent or committed in accordance with this Agreement.

b) For clarity, this clause remains applicable to circumstances where the Recipient's cost of carrying out the Project is less than the Funding amount received, making any differential repayable to the Department in accordance with this clause.

c) This clause does not limit clause 10.3 in any way.

7 LIMITATION OF LEGAL LIABILITY

a) The Department is not responsible or liable in any way for the success or otherwise of the Project or for any losses suffered or incurred by the Recipient in undertaking the Project.

b) The Recipient releases the Department from all liability in relation to the Funding, the Project, this Agreement and any related matters, and agrees that neither it nor and related entity will made any claim against the Department arising directly or indirectly in relation to the Project, the Funding, this Agreement and/or any related matter.

c) If the Funding is insufficient for the Recipient to properly fulfil all of its obligations under this Agreement, then the Recipient must still do so at its own cost.

d) The Recipient agrees to indemnify the Department, its officers, employees and agents from and against any loss, damage, claims or liability which relates directly or indirectly to the Project, the Funding, this Agreement, or any related matter that is caused by, arising out of, or relating directly or indirectly to any:
   i. Breach of this Agreement by the Recipient;
   ii. Act, omission or breach of a Law by the Recipient or any of its employees, contractors, officers or agents; or

e) The Recipient's ability to indemnify the Department will be reduced proportionately to the extent that its negligent or other tortious act or omission contributed directly or indirectly to the relevant liability, loss, damage, or expense.

f) The Department's right to be indemnified under this clause:
   i. Is in addition to, and not exclusive of, any other right, power or remedy provided by Law; and
   ii. Does not entitle the Department to be compensated in excess of the amount of the relevant liability, loss, damage or expense.

g) This clause 7 may be pleaded by the State or its Associates as a bar to any proceedings commenced by the Recipient against the State or its Associates in relation to one or more of the Project, this Agreement and any related matter.

h) This clause 7 survives the expiration or termination of this Agreement.

8 FREEDOM OF INFORMATION AND GOVERNMENT ACCOUNTABILITY

a) The Recipient acknowledges that the Department may disclose information relating to this Agreement, the Funding or the Project where required, including under:
   i. The *Freedom of Information Act 1992 (WA)*;
   ii. The *Financial Management Act 2006 (WA*);
   iii. The *Auditor General Act 2006 (WA*); and
   iv. Any other applicable law.

b) Nothing in this Agreement prevents the Department from disclosing information where required by law.

c) The Recipient must provide reasonable assistance to the Department where relevant information is required for the purposes of audit, accountability, parliamentary reporting or statutory obligations.

d) To the extent permitted by law, the Recipient must allow the Auditor General, or an authorised representative, to have access to and audit (or otherwise review, examine or evaluate) the Recipient's records and information concerning either or both of this Agreement and the Project.

9 NOTICES

Any notice, request, approval or other communication under this Agreement must be in writing.

Notices given or made under this Agreement must be delivered by email or other written means to the contact officers specified in Schedule 3.

If delivered by email, a notice is taken to be received when transmission is recorded by the sender's system. If delivered by hand or registered post, a notice is taken to be received when received at the nominated address.

Either party may update its contact details as specified in Schedule 3 of this Agreement by providing notice to the other party in accordance with this clause.

10 DEFAULT AND TERMINATION

10.1 Event of Default by the Recipient

a) The Parties agree that it is an Event of Default if the Recipient:
   i. Breaches any provision of this Agreement which (if remediable) continues without remedy for five (5) or more Business Days after the Recipient has been served notice in writing by the Department.
   ii. Breaches any provision of this Agreement which cannot be remedied.
   iii. Provides false or misleading information in relation to this Agreement.
   iv. Is believed by the Department, in its absolute discretion, to be unwilling or unable to comply with any one or more provisions in this Agreement.
   v. Persistently, regularly, consistently or continually breaches provisions within this Agreement.
   vi. Fails to undertake the Project within the Project Period or is otherwise unable to complete the Project.

vii. Uses the Funding for a purpose not approved under this Agreement.
viii. Suffers, is, or becomes subject to, an insolvency event under the *Corporations Act 2001 (Cth)* or any other Law.
ix. Ceases to operate.

b) Mutual agreement between the Parties to terminate this Agreement is also considered an Event of Default for the purposes of its effect being Termination as described in clause 10.2(a)[iv].

c) The Parties agree that it is an Event of Default if in the reasonable opinion of the Department, the reputation of the Department or State is, or is likely to be, damaged by any act, omission or conduct by the Recipient.

10.2 Effect of an Event of Default

a) If an Event of Default occurs, the Department may:
i. Require the Recipient to remedy the default within a specified period.
ii. Suspend performance of its obligations under this Agreement until such time as it is satisfied in its absolute discretion that the Recipient has remedied the breach.
iii. Require additional information or reporting.
iv. Terminate this Agreement by written notice.

b) Whilst a Party is in breach of this Agreement, the other Party may suspend the performance of its obligations under this Agreement until such time that the breach is either:
i. Remedied to the satisfaction of the Department in its absolute discretion; or
ii. Considered an Event of Default for which the effect is termination of this Agreement.

10.3 No Further Funding and Recovery of Funding

a) If this Agreement is terminated, including unlawful termination by the Recipient, or if the Funding has not been used in accordance with this Agreement, the Department may require the Recipient to repay all or part of the Funding.

b) The Recipient must comply with any repayment request made under clause 6 of this Agreement.

c) If the Agreement is terminated, the Department has no further obligation to pay the Recipient the Funding or any part of the Funding which has not yet been paid to the Recipient under the Agreement.

11 AGREEMENTS BETWEEN THE RECIPIENT AND A THIRD PARTY

If the Recipient enters into an agreement, paid or otherwise, with any other party relating in any way to this Agreement, the Funding and/or the Project, it is to be known as a **Third Party Agreement.**

11.1 Agreements Related to the Project Activities

For clarity, this section is primarily relevant for Recipient use of sub-contractors to complete Project activities.

If the Recipient enters into a Third Party Agreement for another party to deliver, fulfil, or assist the Recipient to deliver or fulfil its Obligations under this Agreement, the Recipient must:

a) Ensure the other party is suitably licensed or otherwise qualified and capable to fulfil its obligations under the Third Party Agreement, to a standard consistent with the Recipient's Obligations under this Agreement.

b) Provide the Department with the names and contact details of any parties with which the Recipient has a Third Party Agreement, including the nature of their involvement or participation in undertaking the Project.

c) Ensure the Third Party Agreement requires the other party to consent to providing the Recipient with information, documents and/or correspondence relevant to the Project, the Funding, this Agreement and/or the Recipient's reporting obligations to the Department.

11.2 Agreements Related to Funding the Project

For clarity, this section is primarily relevant for circumstances where the Recipient is, or is reasonably expecting to be, receiving funding through a Third Party Agreement, from a source other than itself or the Department to undertake activities related to the Project.

If the Recipient enters into a Third Party Agreement for another party to provide financial or cash-equivalent support to undertake activities related to the Project, the Recipient must:

a) Provide the Department with details of the Third Party Agreement including contact details for the other party, the funding amount and purpose.

b) Consent to the Department contacting the other party at the Department's discretion, to obtain any information pertaining to the Recipient, the Project and this Agreement.

c) Be able to clearly demonstrate to the Department that any Third Party Agreement does not and will not provide funding or cash-equivalent support to any goods or services already being funded under this Agreement.

As an example, if the Recipient's agreement with the Department is to fund renovation works for the ablution facilities at the Project Site, a Third Party Agreement providing funding to renovate the kitchen facilities at the same Project Site is permitted, however a Third Party Agreement also funding these same ablution facilities is not.

12 GOODS AND SERVICES TAX (GST)

12.1 Where Recipients are not registered for GST

a) the Funding amount is absolute, and the Department will not pay any additional amount arising from costs incurred by the Recipient as a result of paying GST for any activity which comprises the Project.

b) Up to ten (10) per cent of the Funding may be used by the Recipient to pay GST costs associated directly with undertaking the Project.

12.2 Where Recipients are registered for GST

a) If the Recipient provides a written request to the Department alongside evidence confirming current GST registration, the Recipient may receive the Funding amount plus an additional ten (10) per cent.

b) Such requests must be submitted to the Department before the Recipient issues an invoice to the Department for payment of the Funding.

c) Where a written request is not submitted to the Department seeking additional GST funding prior to the Recipient issuing an invoice to the Department, even if the Recipient is registered for GST, the Funding amount will be absolute and clause 12.1 will instead apply.

d) GST funds received in accordance with clause 12.2(a) are subject to the same terms of repayment to the Department outlined in clause 6.

e) The Recipient agrees to comply with GST requirements set out by the Australian Taxation Office.

13 GENERAL PROVISIONS

13.1 Waiver

a) No right under this Agreement shall be deemed to be waived except by notice in writing agreed to by both Parties.

b) A failure or delay by a Party to exercise a right under this Agreement does not constitute a waiver of that right.

13.2 Entire Agreement

This Agreement constitutes the entire, full and complete understanding between the Parties in relation to this subject matter, and supersedes any and all prior communications, negotiations, arrangements or agreements between the Parties on the matter.

13.3 Assignment

a) This Agreement is specific to the Recipient and the Recipient must not assign, novate, transfer, or otherwise alter any of its rights, responsibilities or Obligations under this Agreement to any other party without the prior written consent of the Department.

b) The Department's consent to assign or transfer any of the Recipient's rights, responsibilities or Obligations under this Agreement to another party may be withheld at the Department's absolute discretion.

13.4 Rights, Powers and Remedies

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing and available at Law.

14 TRUSTS

If the Recipient is a trustee of a Trust, the Recipient represents and warrants to the Department, that in respect of the Trust:

a) It is the sole trustee of the Trust.

b) It is a validly appointed trustee of the Trust and no action has been proposed or taken to remove it.

c) This Agreement complies and does not conflict with, the operation or terms of the Trust, or the trust deed.

d) It has full and valid power and authority under the Trust to enter into this Agreement and to provide all proper authorisations and consents within it.

e) Any material change to the composition, membership, or authority of the Trust or its trustee, will be communicated to the Department in accordance with clause 4.6.

15 VARIATIONS

15.1 Material Variations

a) The Recipient must obtain the Department's written approval prior to implementing any Material Variation to the Project.

b) A Material Variation includes:
   i. Any substantial change to the nature, scope or purpose of the Project.
   ii. Replacement of any approved activity, asset, item, work or deliverable, with a materially different activity, asset, item, work or deliverable.
   iii. Any significant change to the allocation of Funding within the approved Project budget.
   iv. A proposed extension to the Project Period.
   v. Any change that may, or may reasonably be determined by the Department, to materially affect the Project outcomes described in the Recipient's application or this Agreement.

c) For clarity, a Material Variation does not include minor or operational changes that do not alter the nature, scope, purpose or intended outcomes of the Project. Examples include:
   i. Purchasing a different brand, model or equivalent replacement product where the functionality and purpose remain substantially the same.
   ii. Minor adjustments to quantities, specifications, or suppliers.

15.2 Requesting a Material Variation

A request for Material Variation must:

a) Be submitted in writing to the Department.

b) Clearly describe the proposed change and why the variation is required.

c) Explain what has changed since submission of the funding application that has resulted in the need for the Variation.

d) Explain why the need for the Variation could not reasonably have been identified at the time the application was submitted.

e) Identify any impact on the Project budget, scope, timing, outputs and/or outcomes.

f) Include any supporting information or evidence reasonably required by the Department.

15.3 Review of Material Variation Requests

a) The Department may request further information from the Recipient in order to assess a Variation Request.

b) The Department will use reasonable endeavours to advise the Recipient in writing whether a Variation Request has been approved, within ten (10) Business days of receiving the Variation Request, or any additional information requested by the Department.

c) A Variation is not effective unless approved in writing by the Department.

d) Approval of a Variation is at the Department's absolute discretion and may be subject to additional conditions.

e) Approval of a Variation will not result in the provision of any additional funding by the Department. Any additional costs associated with the Variation are the responsibility of the Recipient unless otherwise agreed in writing by the Department.

f) Where a Variation Request is declined, the Recipient must continue to deliver the Project in accordance with this Agreement.

16 CONFIDENTIALITY

a) A Party must not disclose Confidential Information obtained in connection with this Agreement, except:
   i. With the prior written consent of the other Party;
   ii. Where required by law;
   iii. To its professional advisers, officers, employees or contractors for the purposes of fulfilling Obligations under this Agreement; or
   iv. Where reasonably required for audit, reporting or accountability purposes.

b) Each Party must not, and ensure that its personnel do not, at any time, directly or indirectly record, disclose to any third party, use, copy, transmit or exploit the Confidential Information for any purpose, without the prior written consent of the other Party.

c) This clause does not apply to information which is publicly available, or must be disclosed under applicable legislation.

d) A Party must immediately notify the other Party of any unauthorised record, disclosure, use, copying, transmission or exploitation of Confidential Information once it becomes aware, and take all reasonable steps the other Party requires to remedy the breach.

e) The obligations in this clause 16 survive the expiry or termination of this Agreement.

17 INSURANCE

17.1 Insurance Requirements

a) For the Term of this Agreement, the Recipient must obtain and maintain all insurance policies reasonably necessary to manage the risks associated with the Project and its activities. This may include:
   i. Volunteer insurance.
   ii. Professional indemnity insurance.
   iii. Contract works insurance.

b) Without limiting clause 17.1, the Recipient must, with a reputable and solvent insurer, maintain:
   i. Public Liability Insurance for a minimum amount of $10,000,000 per claim;
   ii. Insurance in respect of workers' compensation, in accordance with the *Workers' Compensation and Injury Management Act 1981 (WA*) or equivalent legislation in other jurisdictions; and
   iii. A policy of insurance for all property in connection with the Project, which is owned or leased by the Recipient.

c) Where the Project involves an element or elements of construction (**Works**), the Recipient must maintain a policy of insurance in relation to all work required for and incidental to the Works, and covering against any loss or damage to the Works or any equipment used in relation to the Works.

d) The Recipient must ensure that any contractor engaged to undertake Project activities maintains all licenses, approvals and insurances required by law and this Agreement.

17.2 Recipient Undertakings in relation to Insurance

The Recipient must:

a) Pay or ensure the payment of all premiums and amounts necessary for maintaining the insurance required in relation to this Agreement, and keep receipts confirming payment.

b) Upon written request from the Department at any time, provide evidence of any insurance required under this Agreement, including certificates of currency as soon as practicable.

c) Not do, or allow anything to be done, which may invalidate, prejudice or render ineffective any insurance required under this Agreement.

d) Comply at all times with the requirements of the Insurer in relation to the insurance.

e) Not reduce the amount of the Insurance at any time during the Term of this Agreement, without providing written notice to the Department.

f) Immediately notify the Department if an event occurs which does, or may reasonably, give rise to a claim under any insurance policy in relation to the Project, and keep the Department informed of subsequent developments concerning the claim.

g) Immediately notify the Department if any insurance policy in relation to the Project has lapsed, been cancelled or materially altered.

h) Remain responsible for all risks associated with the Project and the Funding, irrespective of any insurance held.

18 FORCE MAJUERE

If any Party is prevented from, or delayed in, performing an Obligation by any event or occurrences beyond its reasonable control, such as weather or related issues directly or indirectly affected by weather or oceanic events, and promptly acts to mitigate the event or occurrence, the Obligation is suspended during the period the event or occurrence continues and any further period which is reasonable in the circumstance.

If the event or occurrence extends for more than six (6) months, then either Party can lawfully terminate this Agreement without any further Obligations accruing to any Party.

SCHEDULE 1 – PROJECT DETAILS

ITEM 1 – PROJECT START AND COMPLETION DATES

The Project must commence on or before 1 July 2027.

The Project Completion Date is the date at which all the recipient's obligations have been fulfilled; however, must be not later than two (2) years after the Project Start Date.

ITEM 2 – THE PROJECT

The purpose of the Funding is to provide financial assistance to support the Recipient in undertaking and completing the Project.

The Project is:

ITEM 3 – TERM OF THIS AGREEMENT

The Term commences on the Execution Date and ends on the date which the Department provides written notification to the Recipient that it has fulfilled its Obligations under this Agreement.

ITEM 4 – PAYMENT SCHEDULE

100 per cent of the awarded Funding amount will be paid to the Recipient in one (1) instalment, upon execution of this Agreement and an invoice for the Funding amount being received by the Department.

SCHEDULE 2 – FUNDING AND PAYMENT DETAILS

ITEM 1 – THE FUNDING

The total amount of funding is a maximum of $_____ inclusive / exclusive of GST, payable as outlined in Schedule 1, Item 4 of this Agreement.

ITEM 2 – ACCOUNT DETAILS

Payment of the Funding will be by electronic funds transfer to the following Recipient bank account:

Name of Bank:

BSB:

Account Name:

Account Number:

SCHEDULE 3 – CONTACT OFFICERS

ITEM 1 – NOTICE ADDRESSES

All notices sent under this Agreement must be delivered to the Party's addresses as provided below:

The Department

Registered Mail:	Level 8 Dumas House, 2 Havelock Street, West Perth WA 6005
Email:	veteransoffice@dpc.wa.gov.au

The Recipient

Registered Mail:	
Email:	

ITEM 2 – CONTACT OFFICER – THE DEPARTMENT

Name:	Mr David Gooding
Position Title:	Manager – Veteran's Office, Defence West
Phone:	08 6XXX XXXX
Email:	veteransoffice@dpc.wa.gov.au
Postal Address:	Level 8 Dumas House, 2 Havelock Street, West Perth WA 6005
Supervisor:	Ms Peta Arbuckle Executive Director, Defence West T: 04XX XXX XXX E: peta.arbuckle@dpc.wa.gov.au

ITEM 3 – CONTACT OFFICER – THE RECIPIENT

Name:	
Position Title:	
Phone:	
Email:	
Postal Address:	
Supervisor:	

ITEM 4 – FINANCIAL CONTACT OFFICER – THE RECIPIENT

If different from the Contact Officer listed in Item 3 of this Schedule.

Name:	
Position Title:	
Phone:	
Email:	
Postal Address:	
Supervisor:	

SCHEDULE 4 – REPORTING REQUIREMENTS

ITEM 1 – PROGRESS REPORTS

The Recipient must submit written Progress Reports in accordance with clause 4.4 of this Agreement by the following due dates, until the Project Completion Date:

a) 30 December 2027

b) 30 June 2028

c) 30 December 2028

ITEM 2 – FINAL REPORT

The Recipient must submit a written Final Report in accordance with clause 4.4 of this Agreement by the earlier of the two below dates:

a) Within two (2) months of the Project Completion Date

b) 1 September 2029

ITEM 3 – REPORTING

The Department will provide relevant templates to assist the Recipient in fulfilling its reporting obligations.

The information below is indicative of the information which will be requested by the Department in Progress and Final Reports:

- Progress against Project schedule.
- Activities and outputs delivered in the reporting period.
- Key milestones achieved within the reporting period.
- Comparison of forecasted Project Budget and allocations per project category against actual delivery and spend to date.
- Explanation of variances between target and actual Project schedules and budgets.
- Project-related risks and actions taken to mitigate, manage or overcome these.
- (Final Report only) Full financial acquittal of all expenditure, with evidence.
- (Final Report only) Fulfilment of Project Outcomes and Deliverables.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of the
State of Western Australia by

in the presence of

Full name of officer (print)

Full name of witness (print)

Signature of officer

Signature of witness

Title of officer (print)

Date

Executed by

Full name of authorised officer (print)

Full name of witness (print)

Signature of authorised officer

Signature of witness

Title of authorised officer (print)

Date