GOVERNMENT OF
WESTERN AUSTRALIA

Western Australian **Grants Administration Guidelines 2025**

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Introduction

Purpose

The purpose of the Western Australian Grants Administration Guidelines (the Guide) is to support open, consistent and equitable grant funding decisions, aimed at achieving effective and efficient use of public resources.

Objectives and Scope

The objective of the Guide is to provide agencies with a set of principles for:

- considering whether a grant is needed;
- designing grants programs;
- awarding grants; and
- administering grants programs.

These principles aim to ensure a best practice approach to grant administration across the Western Australia public sector. Robust grant administration ensures that grants are awarded fairly, used for their intended purpose, and achieve value for money.

For agencies with established grants frameworks, the Guide provides a reference point for continuous improvement and whole-of-government alignment. For those developing new approaches, it offers a pathway for building robust grant processes.

The Guide applies to all forms of grants, including:

- competitive grant programs;
- non-competitive allocations;
- one-off or ad hoc funding arrangements; and
- election commitments.

Part 1 of the Guide outlines high-level principles for agencies to consider when undertaking grant administration.

Part 2 includes a checklist and grant templates to assist agencies develop grants policies and procedures. They include:

- a checklist for agencies to follow when developing and administering grant processes;
- a sample grant agreement / funding approval letter (that agencies can use for small grants);
- a sample ‘conditions of funding’ document (that agencies can use for small grants); and
- a sample Financial Assistance Agreement (that agencies can use for more complex grants).

Definitions

For the purposes of the Guide:

a grant is money given to organisations or individuals for a specified purpose to achieve objectives consistent with government policy.

For a financial arrangement to be considered a grant, it must meet all of the following characteristics:

- it is paid to entities other than the Western Australian Government;
- it is intended to help achieve one or more of the Western Australian Government's policy goals while assisting the recipient to achieve its objectives; and

- it does not result in the return of goods or services by the recipient of an equivalent value to the Western Australian Government (i.e. it is a non-reciprocal exchange).

For clarity, examples of financial arrangements that are not considered grants include, but are not limited to:

- the procurement of property, goods, services or works, as per the *Procurement Act 2020*;
- an act of grace (ex gratia) payment;
- a payment of remuneration, compensation or damages;
- a payment to a person of a benefit or entitlement established by legislation;
- a tax concession or offset;
- a scholarship;
- an investment;
- a loan provided on commercial terms;
- a sponsorship arrangement in which the Western Australian Government provides money to an organisation or individuals to carry out a particular event or activity in return for sponsorship rights;
- a donation, for example a financial contribution to a charitable cause or organisation, in which nothing is sought in exchange, and the donation is not subject to conditions regarding its use; or
- a gift of public property.

grants administration encompasses all processes involved in the grants lifecycle, including:

a. design of grant opportunities and activities;
b. assessment and selection of recipients;
c. establishment of grants;
d. ongoing management of recipients and grant activities; and
e. evaluation of grant opportunities and activities;

recipient: means the individual/organisation that has been selected to receive a grant; and

officer: means employees of a Western Australian government agency.

Implementation Note

This Guide came into effect upon its official publication. Before that time, the Western Australian Grant Guidelines 2022 remained in effect.

Part 1: Principles

This Guide establishes two types of principles. Investment Principles help agencies determine if a grant program is the most appropriate policy tool to achieve an objective and whether it should proceed, while Grants Administration Principles set out requirements for effective program design and management. While not intended to replace existing agency frameworks, together these principles provide best practice guidance for grant-making across the Western Australian public sector.

These principles also help inform the requirements of officers who develop and administer grants processes. These officers must ensure that grants are used appropriately, align with government priorities, and comply with relevant policies and legislation. An overview of their specific roles is included below:

- **Assess Grant Need:** Officers should determine whether a proposed grant aligns with the Investment Principles outlined in Section 1.1, provides a clear public benefit, and is the most suitable policy tool compared to alternatives such as procurement or direct service delivery. Existing programs should be considered before creating new grants.
- **Develop Clear Guidelines**: Officers should establish well-defined objectives, eligibility criteria, risk management strategies, and performance measures to ensure fair and effective administration.
- **Advise Ministers or the Accountable Authority**: Officers should provide written advice to their minister, or the accountable authority in their agency, before any new decision to use a grant process is made. This advice should:
    - Explicitly state that the proposal is a grant.
    - Outline the application and selection process to be followed.
    - If a non-competitive process is being proposed, explain why a non-competitive process is being proposed and seek approval to use that process instead of a competitive process.
    - Demonstrate the public benefits and alignment with government policies and priorities.
- **Ensure Compliance:** Officers must adhere to all relevant legislation and agency-specific frameworks governing grant administration.

1.1. Investment Principles

The Western Australian Government uses grants to support activities carried out by businesses, community groups, local governments, and individuals that benefit the public, but might not happen without government help.

Grants can be a valuable policy tool to support activities aligned with the Western Australian Government priorities and objectives when other mechanisms (like procurement, regulation or direct government delivery) would not work as well or be appropriate.

The following Investment Principles can help determine whether a grant program is the most appropriate policy tool to achieve government objectives. These principles establish core requirements that should be satisfied before proceeding with any new grant program.

Public Benefit and Policy Outcomes

Grants are one of the most generous forms of government financial support, providing funding without requiring repayment or direct return of value. Given this, they should deliver clear public benefits.

- Programs should have clearly defined policy outcomes that align with relevant State policies and/or priorities.
- Funded activities should benefit the broader community, not just the grant recipient.
- Grant proposals should demonstrate clear objectives and how outcomes will be measured.

Consider Alternatives First

Grants are not always the most efficient way to achieve policy outcomes, and they impose administrative costs on both government and recipients.

- Officers should examine if other mechanisms like regulation, procurement or direct delivery would be more effective.
- Officers should assess whether the activity would occur without government support.

Efficient Use of Resources

Grants should make efficient use of available government resources.

- Where possible, officers should consider if existing grant programs could be modified or expanded before proposing a new program.

Local Government Funding

Grants should be designed to respect and complement the roles and responsibilities of different levels of government. Grants should not be used with the primary goal to transfer revenue to local governments or to deliver local government responsibilities, as this can be inefficient and create ongoing funding dependencies.

- In general, grants to local governments should support State or regional policy objectives, or address specific local impacts arising from decisions taken at higher levels of government.
- Grant funding must not create an ongoing expectation of State support for activities that fall under local government responsibilities.
- Co-funding or other contributions should be considered to ensure shared commitment and sustainability.

1.2. Principles for Grants Administration

The following high-level principles set out key elements for effective grants administration across government. They are not intended to replace existing agency frameworks, but rather to promote best practice across the public sector.

Robust Planning and Design

Careful planning and well-structured design ensure that grants align with government priorities, deliver value for money, and achieve intended outcomes. A well-planned grant program reduces administrative burden, improves accessibility, and enhances overall effectiveness.

The following key principles underpin robust planning and design:

- Grants should have a clearly defined purpose that aligns with government priorities and addresses a genuine public need.
- The complexity and scale of the grant process should be proportionate to the available funding and expected outcomes.
- Risks should be identified early and managed throughout the grant lifecycle.
- Grants should be designed to be efficient, fair and accessible to potential applicants.

When planning and designing grants, consider these practical aspects:

- **Engage Stakeholders Early**: Consult with potential recipients, industry groups, potential co-investors, and relevant government bodies to ensure the grant program meets real-world needs, has appropriate support, and avoids duplication.
- **Define Objectives and Eligibility Criteria Clearly**: Establish what the grant aims to achieve, who is eligible, and how applications will be assessed.
- **Develop an Effective Application and Selection Process**: Ensure a fair, transparent process that reflects the scale and complexity of the grant.
- **Plan for Risk Management**: Identify financial, operational, and reputational risks, assign responsibility for mitigating them, and integrate risk management throughout the grant lifecycle.
- **Ensure Governance and Decision Clarity**: Clearly define decision-making roles, eligibility criteria, and accountability structures.
- **Structure Grants for Performance and Compliance**: Develop clear grant agreements that outline funding conditions, reporting obligations, and performance expectations.
- **Integrate Evaluation and Continuous Improvement**: Build in mechanisms to assess progress, measure impact, and refine future grant programs.

Probity and Transparency

Probity ensures ethical conduct, integrity, and fairness in grants administration, while transparency enables scrutiny, accountability, and public confidence. Together, they safeguard against bias, fraud, and conflicts of interest.

These key principles ensure probity and transparency in grants administration:

- Grant decisions must be impartial, appropriately documented, publicly defensible, and lawful.
- Conflicts of interest must be identified, declared, and effectively managed.
- Public reporting of grant decisions should be timely and accessible.

The following practical considerations help maintain probity and transparency:

- **Manage Conflicts of Interest**: Declare any actual, potential, or perceived conflicts of interest. Declarations should extend beyond the evaluation phase to include design, oversight, and monitoring.
- **Document Decision-Making**: Document any grant decisions, demonstrating how eligibility and selection criteria were applied.
- **Maintain Accountability and Oversight**: Establish internal controls, such as separating duties in the grant assessment and approval process, to ensure checks and balances.
- **Safeguard Against Fraud and Corruption**: Ensure that appropriate internal controls are in place to prevent fraudulent and corrupt use of funds. This includes separating duties in the grant process, verifying reported information, and following established procedures when fraud, corruption or misappropriation is suspected.
- **Ensure Public Reporting**: Publish the details of approved grants—including recipient, amount, and basic contract terms—via agency websites and/or annual

reports, except where there are reasonable grounds not to publish. Examples of circumstances where it is reasonable not to publish information relating to grants include, but are not limited to, situations where publishing would contravene legislation, reveal commercial sensitivities or reveal an individual's personal details.

Merit-based Process

Merit-based selection ensures grants are awarded fairly and transparently, and to recipients who are able to deliver the best outcomes. Competitive selection is the preferred approach, ensuring accountability and value for money, but may not be appropriate in all situations. For example, a competitive selection process may not apply to grants that arise from election commitments (please see the Election Commitments section below for further information) or grants awarded as part of a disaster relief/recovery response.

The following key principles support merit-based selection:

- Competitive, merit-based selection should be the default process for awarding grants.
- Any deviation from a competitive process should be justified, documented, and approved by the relevant minister or accountable authority.
- Selection processes should be transparent, equitable, and designed to achieve the best policy outcomes.

Consider these practical aspects when implementing merit-based processes:

- **Justify Non-Competitive Approaches**: Document the rationale, risks, and mitigation strategies for any deviation from a competitive process, and obtain approval from the relevant minister or accountable authority.
- **Ensure Transparent Decision-Making**: Clearly outline eligibility and assessment criteria, and publish funding decisions where appropriate.
- **Maintain Equitable Access**: Ensure selection processes are accessible, fair, and free from bias.
- **Monitor and Review Selection Methods**: Periodically assess the effectiveness of selection approaches and refine processes as needed.

Collaboration and Communication

Effective grant administration requires strong communication and collaboration between government and non-government stakeholders to reduce duplication, improve outcomes, and promote accessibility.

These key principles guide effective collaboration and communication:

- Grant processes should be open, transparent, and designed to provide equitable access.
- Collaboration should improve the design, delivery, and efficiency of grant opportunities.
- Communication should ensure that applicants and recipients clearly understand grant obligations and expectations.
- Western Australian Government grant funding should be clearly and publicly acknowledged by the recipient.

The following practical considerations support collaborative grant administration:

- **Engage Stakeholders in Grant Design**: Consult widely to ensure grant programs reflect the needs of recipients, the needs of the community, and policy objectives.

- **Ensure Clear and Accessible Grant Documentation**: Guidelines, application forms, and eligibility criteria should be well-documented, easy to understand, and widely available.
- **Coordinate with Other Funding Bodies**: Avoid duplication by liaising with State, local, and non-government funding bodies to streamline funding efforts.
- **Minimise Administrative Burden**: Avoid requesting information from applicants that is already held by government agencies or is accessible under relevant legislation.
- **Develop Transparent Application and Selection Processes**: Ensure grant assessment and approvals are fair, well-documented, and appropriately manage perceived or actual conflicts of interest.
- **Secure Government Recognition**: Include requirements in grant agreements for recipients to acknowledge State Government funding through appropriate means, including signage for infrastructure, acknowledgement in promotional materials and recognition in relevant public activities or events.
- **Establish Feedback Mechanisms**: Provide applicants with clear guidance on the status of their applications and ensure unsuccessful applicants receive feedback to improve future applications.

Outcomes Orientation

A strong focus on outcomes ensures grants achieve tangible public benefits rather than merely distributing funds. It is important to distinguish between outputs and outcomes:

- **Outputs** are the direct, measurable deliverables of a grant program, such as the number of workshops held, reports published, or infrastructure projects completed.
- **Outcomes** are the broader changes or benefits resulting from grant activities, such as improved community engagement, increased employment rates, or better environmental sustainability.

Although not always possible, focusing on outcomes ensures that grant programs drive meaningful, long-term change rather than simply meeting activity targets. Where measuring outcomes is impractical or inappropriate, efforts should focus on clearly defining and monitoring outputs while still considering how these outputs might contribute to broader community benefits.

The following key principles help ensure a focus on outcomes:

- Grants should be designed to achieve clearly defined outcomes aligned with government policy goals.
- Performance evaluation should include both quantitative and qualitative measures to assess progress.
- Reporting and assessment processes should focus on how grant activities contribute to long-term community benefits.
- Evaluation should be proportionate to the grant’s size, risk, and complexity.

Consider these practical aspects when implementing an outcomes-focused approach:

- **Define Outcomes Clearly**: Ensure that operational objectives are specific, measurable, and linked to policy goals.
- **Establish Performance Metrics**: Use well-defined measures that track progress toward policy objectives, ensuring a mix of quantitative, qualitative, and milestone-based indicators.
- **Integrate Evaluation into Grant Agreements**: Ensure that agreements specify reporting and assessment requirements, providing clarity for recipients on expectations.

- **Encourage Long-Term Impact Measurement**: Where appropriate, incorporate mechanisms to track the longer-term effects of grant funding, rather than focusing solely on immediate outputs.
- **Validate Data Reliability**: Ensure that recipients have the capacity to produce accurate, complete, and reliable performance data, reducing reliance on self-reported metrics without validation.
- **Use Evaluation for Continuous Improvement**: Conduct reviews of grant outcomes before extending or renewing programs to ensure continued relevance and effectiveness.

Judicious Use of Public Funds

The administration of any grant program requires careful stewardship to achieve intended outcomes efficiently and effectively. Grant programs should minimise waste, maximise impact, and ensure public funds are used responsibly.

These key principles help ensure public funds are used judiciously:

- Grant funding should maximise public benefit while maintaining fiscal responsibility.
- Processes should be proportionate to the size, risk, and complexity of the grant to ensure efficiency.
- Even when investment decisions are predetermined (such as through election commitments), implementation should focus on achieving the intended outcomes in the most efficient and effective manner possible.
- Monitoring and evaluation should ensure grant activities achieve intended outcomes and provide accountability.

The following practical considerations support judicious use of public funds:

- **Define Outcomes Clearly:** Ensure that operational objectives are specific, measurable, and linked to policy goals.
- **Apply Proportionate Oversight**: Ensure administrative and compliance processes match the grant's size and risk, avoiding unnecessary burdens on recipients.
- **Ensure Financial Accountability**: Require recipients to demonstrate responsible financial management, provide transparent reporting, and meet funding conditions.
- **Prevent Duplication and Cost Shifting**: Ensure grants do not duplicate existing funding or shift costs that should be borne by other levels of government or private entities.
- **Monitor and Improve**: Regularly review grant performance, track effectiveness against stated objectives, and use insights to refine future program design and administration.

Governance and Accountability (including Risk Management)

Governance and accountability ensure grants are administered transparently, fairly, and in alignment with policy objectives. Clear governance structures define decision-making roles, while accountability mechanisms ensure responsible use of public funds.

These key principles underpin strong governance and accountability:

- Roles and responsibilities should be clearly defined to support sound decision-making and accountability.
- Appropriate budget should be allocated for all phases of grants administration from planning through to evaluation.
- Accurate and complete records should be maintained to document grant decisions, agreements, and performance.

- Policies and guidelines should be clear and consistent, and they must align with legislative requirements.
- Grants should be managed by officers with an appropriate level of expertise in financial oversight, risk management, and compliance.

Consider these practical aspects when establishing governance frameworks:

- **Establish Decision-Making Frameworks**: Define roles and responsibilities across all stages of grant administration.
- **Secure Adequate Resources**: Ensure sufficient budget and staffing for the entire grant lifecycle, including planning, administration, monitoring, acquittal and evaluation activities.
- **Maintain Transparent Records**: Document key decisions, agreements, and performance reports in compliance with the *State Records Act 2000*.
- **Develop Clear Guidelines**: Ensure policies governing application, assessment, and compliance are well-documented and accessible.
- **Equip Officers with Expertise**: Provide training and resources to ensure grants are administered competently and effectively.
- **Use Fit-for-Purpose Grant Agreements**: Draft agreements that specify expectations, reporting obligations, and financial accountability measures.
- **Monitor Compliance and Risk**: Conduct regular audits and assessments to ensure grant funds are used appropriately and deliver intended outcomes.

Evaluation and Improvement

Evaluation ensures that grant programs are effective, efficient, and aligned with government priorities. A structured evaluation framework supports accountability and continuous improvement.

The following key principles guide evaluation and improvement:

- Grants should be reviewed periodically to assess effectiveness, efficiency, and alignment with policy objectives.
- Evaluation efforts should be proportionate to the grant's scale, risk, and strategic significance.
- Performance data should be collected, retained, and used to inform decision-making and program refinement.
- Independent reviews should be undertaken when necessary to ensure transparency and objectivity.

These practical considerations support effective evaluation processes:

- **Establish Evaluation Criteria**: Define benchmarks to assess grant impact and effectiveness.
- **Collect and Use Performance Data**: Require recipients to provide relevant data for tracking progress and outcomes.
- **Apply Proportional Oversight**: Adjust evaluation methods based on the grant's size, risk, and complexity.
- **Ensure Independent Review**: Where required, engage third-party evaluators to assess program performance.
- **Use Findings to Improve Grants**: Apply evaluation insights to refine grant structures, policies, and administration.

Proportionality

Proportionality ensures that grant administration is fit-for-purpose, balancing oversight with efficiency.

These key principles help ensure proportionate grant administration:

- Grant processes should be scaled appropriately to the size, complexity, and risk of the grant to reduce unnecessary burden while maintaining accountability.
- Administrative requirements should not impose unnecessary burdens on recipients, particularly small organisations or individuals.
- Risk-based approaches should guide decisions on application, reporting, and compliance requirements.

Consider these practical aspects when applying proportionality:

- **Tailor Grant Processes**: Adjust application, selection, and reporting requirements based on the risk and value of the grant.
- **Minimise Compliance Burden**: Ensure reporting and acquittal requirements are proportionate, avoiding duplication of information available from other sources.
- **Document Proportionality Decisions**: Where appropriate, outline how proportionality is applied in grant guidelines and periodically review these decisions to ensure they remain fit-for-purpose.
- **Use Scaled Agreements**: Match the complexity of grant agreements to the nature of the grant, using simplified agreements for low-risk grants and more detailed terms where necessary.
- **Align Reporting with Existing Processes**: Where possible, structure reporting requirements to fit within recipients' existing reporting cycles to reduce administrative burden.

Election Commitments

Election commitments are established through the electoral process and subsequently confirmed by the incoming Government.

As the decision and public commitment to support a particular initiative via a grant has been made as part of the electoral process, the investment principles outlined in this Guide may not always apply to election commitments. However, to ensure these grants are administered efficiently, effectively, fairly, and transparently, all administrative principles and requirements do apply. This includes requirements around robust program design, transparent administration, proper documentation, and regular reporting. When administering grants that are elections commitments, officers should ensure proper risk management, maintain clear documentation of decisions, and follow established reporting practices.

Part 2: Grants Toolkit

Part 2 of the Guide provides a checklist and grant templates to assist agencies develop grants policies and procedures. It includes:

- a checklist for agencies to follow when developing and administering grant processes;
- a sample grant agreement / funding approval letter (that agencies can use for small grants);
- a sample 'conditions of funding' document (that agencies can use for small grants); and
- a sample Financial Assistance Agreement (that agencies can use for more complex grants).

2.1 Checklist

This checklist is designed to help officers develop and administer grant programs. Officers should consider each item for its relevance to their specific grant program. While not all items will apply in every case, each should be reviewed for applicability.

INVESTMENT PRINCIPLES	Yes	No	N/A
Strategic Alignment & Public Benefit			
• Clear policy outcomes defined that align with State priorities	☐	☐	☐
• Benefits extend beyond grant recipients to the broader community	☐	☐	☐
• Specific, measurable objectives established with evaluation measures	☐	☐	☐
Funding Method Justification			
• Alternative approaches (e.g., regulation, procurement, direct delivery) considered	☐	☐	☐
• Evidence provided that the activity requires government support to proceed	☐	☐	☐
• Duplication with existing programs checked and avoided	☐	☐	☐
Resource Efficiency			
• Administrative costs and required resources identified and justified	☐	☐	☐
• Existing grant programs assessed for potential modification instead of creating new ones	☐	☐	☐
• For local government grants: supports State/regional objectives without creating dependency	☐	☐	☐
• For local government grants: co-funding requirements considered to ensure shared financial commitment	☐	☐	☐
ADMINISTRATION PRINCIPLES	**Yes**	**No**	**N/A**
Planning & Design			
• Purpose, objectives and timeframes clearly defined, including grant end date/closure process	☐	☐	☐
• Key stakeholders consulted and risk assessment completed with mitigation strategies	☐	☐	☐
• Application and selection process designed at appropriate scale for the grant	☐	☐	☐
• Decision-making roles, governance structure and delegations clearly established	☐	☐	☐
Probity & Transparency			

• Conflict of interest processes implemented for all personnel (design, assessment, approval)	☐	☐	☐
• Selection method documented (competitive or non-competitive) with justification if non-competitive	☐	☐	☐
• Decision-making process transparent with documented approvals and rationales	☐	☐	☐
• Public reporting mechanism for approved grants established	☐	☐	☐
• Appropriate fraud prevention controls incorporated	☐	☐	☐
• Clearly documented appeal/complaint handling mechanisms in place	☐	☐	☐
Judicious Use of Public Funds			
• Operational objectives are specific, measurable, and linked to policy goals	☐	☐	☐
• Administrative and compliance processes match the grant's size and risk, avoiding unnecessary burdens on recipients	☐	☐	☐
• Mechanisms are in place to ensure recipients demonstrate responsible financial management, provide transparent reporting, and meet funding conditions	☐	☐	☐
• Grants do not duplicate existing funding or shift costs that should be borne by other levels of government or private entities	☐	☐	☐
• There are mechanisms in place to regularly review grant performance, track effectiveness against stated objectives, and use insights to refine future program design and administration	☐	☐	☐
Grant Structure & Communication			
• Grant guidelines include clear eligibility criteria, assessment criteria, and timeframes	☐	☐	☐
• Application forms designed for accessibility and clarity with minimal information burden	☐	☐	☐
• Grant agreement prepared with clear deliverables, payment schedule and conditions	☐	☐	☐
• Clear distinction between outputs (activities) and outcomes (changes/benefits)	☐	☐	☐
• Reporting requirements focus on outcomes rather than just activities	☐	☐	☐
• Grant agreements include requirements for recipients to acknowledge the Western Australian Government funding through appropriate means	☐	☐	☐
Implementation & Evaluation			
• Staff with appropriate level of expertise assigned to program management	☐	☐	☐
• Record-keeping system established for transparency and audit purposes	☐	☐	☐
• Application, reporting and acquittal requirements scaled to grant size and risk	☐	☐	☐
• Clear metrics established to measure progress toward intended outcomes	☐	☐	☐
• Evaluation criteria directly aligned with program objectives	☐	☐	☐
• Formal review process established to incorporate evaluation findings into improvements	☐	☐	☐

2.2 Funding Approval Letter – Example

[The Funding Recipient]

Funding Approval Letter for the Project – [Briefly describe project]

The Government has committed to provide you with funding for the purpose of [**describe intended use**] ("**Project**").

We hereby offer you the sum of $**[ ]** ("**Funding**") for you to use solely for the Project on the terms of this Approval Letter and the Conditions of Funding provided to you ("**the Conditions**").

You must complete the Project on or before [**insert date**].

[**Remove if not required**] Special conditions are also applicable to this Funding as set out below:

[**Include any special conditions here or remove if not applicable**]

The regularity with which Progress Reports are to be submitted, as set out in clause 3(a) of the Conditions are:

[**Insert applicable time period or simply insert "No regular reports necessary"**]

[**Remove if not required**] Policies and guidelines, referred to at clause 8(c) of the Conditions, and which You must comply with, are as follows:

[**Include any policies or guidelines or remove if not applicable**]

In accordance with clause 17 of the Conditions, the respective addresses of the parties for Notices are as follows:

For the State of Western Australia

[**populate**]

For you (the grantee):

[**populate**]

Terms used in this Approval Letter and defined in the Conditions have the same meaning ascribed to them in the Conditions.

If you agree with the terms of this Approval Letter and the Conditions, and signify such agreement to us in writing, a contract, containing such terms, will then exist between you and the State of Western Australia. If and when such contract comes into existence, we will pay the Funding into your nominated bank account and use our reasonable endeavours to so pay it within **[ ]** Business Days from when such contract exists.

Please advise us, in writing, whether you agree to the terms of this Approval Letter and the Conditions at your earliest convenience.

[**Signed by relevant State government agency**]

2.3 Conditions of Funding

Example for Small Grants

Definitions relevant to this contract can be found in **Attachment A.**

The funding described in the Approval Letter (**Funding**) will be paid to You in the manner described in the Approval Letter on and subject to the following Conditions:

1. **Use of Funding**
   (a) You will use the Funding solely in accordance with the approved purpose set out in the Approval Letter (**Purpose**) and in compliance with the Conditions.
   (b) Any and all changes to the Purpose or the Conditions must be requested by You in writing and approved by Us in writing before such changes occur.
   (c) Any unspent monies from the Funding after completion of the Project must be returned promptly to Us.

2. **Records**
   (a) You must keep and maintain accurate, complete, up-to-date, and properly detailed written records of the conduct of the Project, including:
      (i) progress, setbacks, delays, or difficulties;
      (ii) receipts;
      (iii) invoices;
      (iv) correspondence related to the Project; and
      (v) agreements entered into for the purposes of carrying out the Project.
   (b) You must keep sufficient financial records relating to the Project so as to enable:
      (i) all income and expenditure related to the Project to be identified in Your bank accounts; and
      (ii) the audit of these records in accordance with Australian Auditing Standards, the *Auditor General Act 2006*, or the right of audit provisions detailed in clause 4 of the Conditions.
   (c) You must allow Us, on request, to inspect, and make and take copies of, the records referred to at clauses 2(a) and 2(b).
   (d) You consent to Us disclosing the records referred to at clauses 2(a) and 2(b) and all other information relating to the Funding, including the application or request for the Funding received by Us from You, to:
      (i) the Western Australian government;
      (ii) another local, state or Commonwealth government agency, department, or entity;
      (iii) another Western Australian statutory authority;
      (iv) Your referees; and
      (v) other not-for-profit organisations,

      (each, an **Entity**), for the purpose of assessing, processing, analysing, evaluating, promoting, or reporting the application or the Funding or enabling the Entity to provide advice on, process or assess any other funding applications submitted by You.

3. **Reporting**

(a) You must make and submit to Us, in accordance with the timing set out in the Approval Letter (if so set out) and otherwise on request from Us, progress reports (**Progress Reports**) which:
   (i) include evidence of Your progress towards completion of the Project;
   (ii) include evidence of the total expenditure of the Funding incurred to date; and
   (iii) are submitted by the report due date.

(b) We reserve the right to delay payment of any Funding until We receive satisfactory Progress Reports. You must discuss any reporting delays with Us as soon as you become aware of them.

(c) We will monitor progress by assessing reports You submit and may conduct site visits or request records to confirm details of Your reports if necessary. We may need to re-examine claims, seek further information or request an independent audit of claims and payments.

(d) You must provide Us with a report within two (2) months of completion of the Project (**Final Report**) which:
   (i) identifies if and how the Project and the Purpose has been achieved; and
   (ii) identifies the total expenditure incurred.

(e) If We provide you with a form which We want either or both of the Progress Reports and Final Report to conform to, You must use such form/s accordingly.

4. **Right to audit**

(a) We may at any time, upon reasonable written prior notice, audit, or arrange for an audit of, Your records as are necessary to verify that:
   (i) the Funding has been expended in accordance with the Conditions;
   (ii) the Conditions have otherwise been complied with; and
   (iii) any reports submitted to Us are an accurate statement of compliance.

(b) This clause survives the termination of this contract.

5. **Provision of information**

(a) You must promptly inform us of any changes to Your:
   (i) name;
   (ii) address;
   (iii) nominated contact details; or
   (iv) bank account details.

(b) You should promptly inform Us if anything is likely to affect or delay the Project and keep Us apprised of all salient developments as and when they occur.

(c) If You become aware of a breach of any of the Conditions, You must contact Us immediately.

(d) If We request from You information, or access to information, relating in any way to this contract, You must promptly comply with such request.

6. **Publication**

We may publicise the fact of Our funding hereunder as, when, and howsoever We choose. You consent to Us publishing reports and documentation relating to the Funding and the Project on any website or social media platform and using and disclosing this information for marketing or promotional purposes.

7. **Third party grants**

You must provide Us with the names and contact details of any third party funders and You must allow those third party funders to liaise with Us and give Us any information pertaining to You, Your activities and Your finances.

8. **Your behaviour**

You will, in relation to the Funding, the Project and Your business:

(a) act ethically and commercially prudently;

(b) not do anything or allow anything to be done which causes or could cause Us to be publicly criticised, embarrassed, or ridiculed; and

(c) comply with all Laws and State policies and guidelines, including those policies and guidelines set out in the Approval Letter.

9. **Warranties**

You warrant that all information provided or given by You or on Your behalf under, in relation to or preparatory to the contract is true, correct, and complete and in no way misleading or deceptive. If information is or becomes untrue or incorrect in any way, You shall promptly notify Us in writing, giving Us all relevant details.

10. **Assignment**

You may not assign, novate, transfer, or otherwise deal with the contract, or Your rights or obligations under the contract, except with Our prior written consent.

11. **Insurance**

You shall take out and maintain (for the duration of the contract) with a reputable and solvent insurer insurance for public liability and products liability with appropriate coverage in respect of each occurrence, covering legal liability to third parties for death, illness or injury to any person or the loss, destruction, damage to any property directly or indirectly caused by or arising out of the conduct of Your business.

12. **Limitation of liability**

(a) We are not responsible or liable in any way for the success or otherwise of the Project or for any losses suffered by You in undertaking the Project.

(b) You release Us from all liability in relation to the Funding, the Project, the Conditions and any related matter and agree that You will not make any claim against Us arising directly or indirectly in relation to the Funding, the Project, the Conditions and any related matter.

(c) You agree to indemnify Us, our officers, employees and agents from and against any loss, damage, claims, liability, suffered or incurred by or brought against Us or any of our officers, employees or agents caused by, arising out of, or relating directly or indirectly to any:

  (i) act or omission by You or Your employees, contractors, officers, or agents;

  (ii) breach by You of Your obligations or warranties; or

  (iii) breach of a Law by You or any of Your employees, contractors, officers, or agents.

(d) Your liability to indemnify Us will be reduced proportionately to the extent that Our negligent or other tortious act or omission contributed to the relevant liability, loss, damage, or expense.

(e) Our 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 Us to be compensated in excess of the amount of the relevant liability, loss, damage, or expense.

(f) This clause survives the expiration or termination of this contract.

13. **Intellectual Property**

You must not use any of Our trademarks, logos, or other intellectual property without Our prior written consent and only then in accordance with Our written directions or requests.

14. **GST Requirements**

If You are registered for GST, then to comply with GST requirements, You agree that:

(a) We will issue Recipient Created Tax Invoices (RCTIs) in respect of the Project where appropriate;
(b) You shall not issue tax invoices in respect of the Project where We have generated a RCTI;
(c) at the time of entering this agreement You are registered for GST and We will be notified immediately if GST registration ceases; and
(d) You will remit the GST liability on the Project to the Australian Taxation Office.

15. **Agreement**

(a) A contract and legal relations between Us and You, pertaining to the Funding and the Project will only come into existence if and when the Conditions of Funding are agreed by You and Us.
(b) The expressed and implied provisions of the Approval Letter form part of the Conditions and must be complied with in accordance with their terms.
(c) The Conditions do not displace, reduce, or otherwise lessen Our rights at or under any Law.

16. **Termination**

(a) If You breach any of the Conditions, We may:
    (i) suspend performance of Our obligations until such time as We are satisfied in Our absolute discretion that You have remedied the breach; or
    (ii) terminate this contract by providing notice in writing, and this contract is then terminated from the date specified in that notice.
(b) If We terminate this contract:
    (i) We have no further obligation to pay You the Funding or any part of the Funding which has not yet been paid to You; and
    (ii) You must, on request by Us, promptly pay to Us an amount of money equal to some or all of the Funding (determinable at Our discretion).

17. **Notices**

All requests, directions, consents, notices, notifications and other communications that may or must be given under the contract, to be valid and effective, must be in writing and sent to the addresses of the parties set out in the Approval Letter.

18. **Interpretation**

In this Agreement 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.

Definitions

In these Conditions of Funding (including the Approval Letter), unless the context otherwise requires:

(a) ***Approval Letter*** means the Funding Approval Letter which, together with these Conditions, forms the contract between You and Us regarding the Funding;

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

(c) ***Conditions*** means all these Conditions of Funding, the content of the Approval Letter (including any additional conditions therein), and all other terms and conditions imposed by Us in respect to the Funding.

(d) ***the contract*** or ***this contract*** means the contract between You and Us formed by these Conditions and the Approval Letter;

(e) ***GST*** is defined in the GST Law;

(f) ***GST Law*** is defined in the *A New Tax System (Goods and Services) Tax Act 1999* (Cth);

(g) ***information*** includes facts, data, assertions, representations and projections, and documentation upon which information is recorded;

(h) ***Law*** means all applicable present and future rules or requirements of a statute, subsidiary legislation, the common law or equity;

(i) ***Project*** means the procurement, activities and/or events undertaken by You with the Funding as set out in the Approval Letter;

(j) ***Us***, ***We***, ***Ourselves***, and ***Our*** pertain to the State of Western Australia (**State**);

(k) ***You***, ***Yourselves*** and ***Your*** pertain to you, the recipient of the Funding described in the Approval Letter;

(l) A reference to the singular includes the plural and vice versa; and

(m) Terms used in these Conditions and defined in the Approval Letter (including any information enclosed therewith or attached thereto) shall bear the same meanings ascribed to them in that Approval Letter.

2.4 Financial Assistance Agreement

Example for Complex Grants

FINANCIAL ASSISTANCE AGREEMENT

STATE OF WESTERN AUSTRALIA

AND

[ ]

[ ]

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THIS Agreement is made on the _____day of _____20___.

BETWEEN:

The State of Western Australia (State)

AND

[ ]

RECITALS

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.

OPERATIVE PART

THE PARTIES AGREE as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Additional/New Milestones has the meaning given to it in clause 4.1(c).

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

ASX means Australian Securities Exchange.

Associates mean any officer, employee, agent, consultant, contractor, nominee, licensee or adviser of the State, including any other Government Party.

Auditor means the Auditor General or a person who is independent of, and not related in any way to, the Recipient and is a member of CPA Australia, the Institute of Public Accountants in Australia or the Institute of Chartered Accountants in Australia.

Auditor General means the Auditor General for the State.

Authorisation means any consent, authorisation, registration, filing, agreement, notarisation, clearance, certificate, permission, licence, permit, waiver, approval, authority or exemption from, by or within a Government Agency required under any Laws, and includes any renewal of, or variation to, any of them.

BCI Code means the Western Australian Building and Construction Industry Code of Conduct 2016 which is applicable to all state funded building work.

Best Industry Practice means:

(a) the exercise of that degree of skill, diligence, prudence and foresight that would be reasonably expected from a reputable and prudent person in providing works and services similar to the Works and under conditions comparable with those applicable to the Works;

(b) compliance with applicable standards and codes, being the standards and codes specified in this Agreement or, if this Agreement does not specify the applicable standards and codes, those standards and codes as would ordinarily be applied in the circumstances; and

(c) compliance with all applicable Laws.

Business Day means a day which is not a Saturday, Sunday or public holiday in the State.

Calendar Day means all days in a month, including weekends and holidays.

Claim means any claim, proceeding, cause of action, action, demand or suit (including by way of a claim for contribution or an indemnity).

Commencement Date means the execution date of this Agreement.

Commonwealth means the Commonwealth of Australia.

Construct means one or more of construct, build, erect, assemble, renovate, refurbish and any similar or incidental activity or thing.

Construction means one or more of construction, building, erection, assembling, renovation, refurbishment and any similar or incidental activity or thing.

Contact Officer has the meaning given in clause 6 of this Agreement.

Date for Project Completion means the date by which the Recipient must complete the Project set out in item 3.2 of Schedule 4.

Defect means:

a. any error, deficiency, omission, non-conformity, fault, failure, malfunction, irregularity or other defect in the Works;

b. any aspect of the Works which is not in accordance with the requirements of this Agreement; or

c. any failure of the Works to perform at its expected range of capacity and operation in accordance with the relevant technical specifications for the Works and any other the requirements in this Agreement.

Defects Liability Period means, where the Recipient has obligations in this Agreement to Construct any Structure and therefore to perform Works, the defects liability period in relation to all or part of those Works contained in an agreement between the Recipient and any other party it engages to carry out all or part of those Works and, if the Recipient engages more than one party to carry out those Works, meaning a defects liability period is contained in more than one agreement, **Defects Liability Period** in this Agreement means the defects liability period in those agreements that finishes on the latest date.

Deliverables means the expected activities and outputs from the Project.

Department means the Department of [ ].

Evaluation or Audit means one or more of an audit, examination, investigation, inspection, review, evaluation, or a similar activity.

Event of Default has the meaning given in clause 11.1.

Final Report has the meaning given in Schedule 5 to this Agreement.

Funding means the amount specified in item 2 of Schedule 4.

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

Government Party means any governmental, semi-governmental or local government authority, minister, department, statutory corporation, instrumentality or government owned corporation.

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

Insolvency Event means the happening of any of these events:

a. an order is made, or an application is made to a court for an order, that a body corporate be wound up; or

b. except to reconstruct or amalgamate while solvent, a body corporate:

   (i) is wound up or dissolved; or
   (ii) resolves to wind itself up or otherwise dissolve itself, or gives notice of intention to do so; or

   (iii) enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or

c. a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate; or

d. a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened, or a resolution is passed, to make such an appointment, in respect of a body corporate; or

e. any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against, any asset or undertaking of a body corporate; or

f. the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment or money or the recovery of any property; or

g. a body corporate:

   (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or

   (ii) stops or suspends payment of all, or a class of, its debts; or

   (iii) is, or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:

      (a) insolvent or unable to pay its debts when they fall due; or

      (b) the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth); or

   (iv) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth); or

   (v) ceases, or threatens to cease, to carry on all or a material part of its business; or

h. a person becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth) or action is taken that could result in that event; or

i. anything analogous or having a similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Law means all applicable present and future laws including:

(a) all acts, ordinances, regulations by-laws, orders, awards and proclamations of the State of Western Australia or the Commonwealth;

(b) Authorisations;

(c) Principles, requirements and rules of the common law or equity;

(d) standards, codes, policies and guidelines; and

(e) the ASX listing rules.

Leveraged Funding has the meaning given to it in item 4.1 of Schedule 4.

Liability means any debt, obligation, Loss, compensation or charge of any kind, including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable.

Loss means any loss, cost (including legal costs), expense, liability (whether arising in negligence or otherwise) or damage whether direct, indirect or consequential (including pure economic loss), present or future, ascertained, unascertained, actual, prospective or contingent or any fine or penalty.

Milestones means the milestones set out in item 3.2 of Schedule 4, with each milestone in relation to a Deliverable being the date by which that Deliverable must be completed, and includes the Date for Project Completion.

Notification means a notice by the State given in accordance with this Agreement that in the State's opinion the Recipient has properly complied with and fulfilled all of its

Obligations, including that the Final Report provided by the Recipient in accordance with Schedule 5 is satisfactory.

Obligation means an obligation under or account of this Agreement.

Party means each of the State or the Recipient as the context requires, and **Parties** means both of them.

Project means the initiative or activities described in item 3 of Schedule 4.

Project Budget means the budget set out in item 3.3 of Schedule 4.

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

RCTI means a recipient-created tax invoice, which term has the same meaning as in the GST Act.

Related Body Corporate has the meaning given to it in the *Corporations Act 2001* (Cth).

Schedule means any schedule to, and forming part of, this Agreement.

Senior Staff Member means a staff member of the Recipient who performs or holds any executive or managerial role including the role of chief executive officer, chief financial officer or an equivalent or similar role, or the role of head of a department or division, manager, senior project officer, or any other senior role.

Shortfall has the meaning given to it in item 4.1 of Schedule 4.

Site means the site where the Works will be carried out.

Special Conditions means the conditions in item 4 of Schedule 4.

Structure means any building, structure, construction, infrastructure, facility, form or mode of transport or similar or other thing.

Works has the meaning given in item 4.2 of Schedule 4.

Third Party Agreement has the meaning given to it in Clause 12.

1.2 Interpretation

In this Agreement 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 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, including taking any actions, making any requests and giving or withholding any consents or approvals which the State has the right or obligation to take, make, give or withhold under this Agreement or at Law.

(b) The Recipient agrees to treat any notices or other communications (including any requests) from the Department as being from and on behalf of the State.

(c) Where the Recipient has any Obligation to remit or pay monies to the State, the Recipient must make payment to the State in the manner requested by the State, including making payment into a bank account nominated by the State if so requested, which may be a bank account held in the name of the Department.

3 SCOPE OF THIS AGREEMENT

(a) The Recipient must:

(i) carry out all aspects of the Project and fulfil its Obligations in a competent, diligent, satisfactory and professional manner, and to a high standard;

(ii) comply with this Agreement; and

(iii) provide funding and other resources, including human resources, adequate to properly meet its Obligations.

(b) Subject to subitem 4.2.3(b) of Schedule 4 to this Agreement, the State must pay to the Recipient the Funding in the manner set out in Schedule 4 which must be used by the Recipient to carry out the Project and for no other purpose. For the avoidance of

doubt, and without in any way limiting the State's rights under subitem 4.2.3(b) of Schedule 4, the State has no obligation to pay any part of the Funding to the Recipient until the Recipient has complied with its obligations in item 4.2 of Schedule 4.

(c) The Recipient must:

(i) notify the Department of any actual, pending or threatened Claim, against one or more of the Recipient, a Related Body Corporate or a Senior Staff Member as soon as practicable after the Recipient first becomes aware of that Claim;

(ii) notify the Department immediately if the Recipient is in breach of any Law, receives an audit qualification, or breaches, fails to obtain or is under scrutiny through an inquiry or decree in respect to (as applicable) any consent, registration, approval, licence or permit or agreement, order or award binding on the Recipient or which the Recipient requires in order to carry out one or both of the Project or its business; and

(iii) notify the Department immediately if the Recipient becomes aware of any fraud or corruption in relation to the Project, the Funding, any interest which accrues on the Funding, or this Agreement.

(d) The Recipient must:

(i) keep and maintain accurate, complete, up-to-date and properly detailed written records of income, expenditure, work, activities, progress, setbacks, problems and business and commercial arrangements and dealings in relation to either or both of this Agreement and the Project, and promptly provide the Department with information or documentation (relating in any way to the Project or this Agreement) requested by the State. The Recipient must ensure that all such information or documentation (as the case may be) is accurate, complete, up-to-date, properly detailed and not in any way misleading or deceptive;

(ii) provide the Department within five (5) Business Days of any request with written evidence (to the satisfaction of the State in its absolute discretion) that the Recipient is solvent and financially viable and secure and has the expertise and operational capability and capacity to carry out the Project; and

(iii) establish a separate interest bearing bank account solely for the Funding and any interest which accrues on the Funding.

(e) The Recipient warrants that all information provided by it to the State under, in relation to, or preparatory to this Agreement is true, correct and complete and in no way misleading or deceptive. If information so given is or becomes untrue or incorrect in any way, the Recipient must promptly notify the State, giving the State all relevant details (including details of any developments as and when they occur).

4 OBLIGATIONS OF 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 and the Project Budget. All of this expenditure must be effected in a commercially prudent, sensible and reasonable manner.

(b) In carrying out the Project, the Recipient must comply with and meet all Milestones including completing the Project by the Date for Project Completion.

(c) Without in any way limiting the State's rights under this Agreement, including under clause 11, or under Law, if the Recipient fails to comply with or meet a Milestone, the State may at any time impose additional milestones in relation to any aspect of the Project or replace any Milestones with new milestones (**Additional/New Milestones**). The State has absolute discretion as to whether to impose additional milestones, or

replace existing Milestones, and as to what those new or replacement milestones will be and what aspects of the Project or Agreement they will relate to. In carrying out the Project, the Recipient must comply with and meet all Additional/New Milestones. If the Recipient fails to comply with or meet an Additional/New Milestone or any further milestones set by the State, the State has the same rights as set out above to at any time impose new or replacement milestones in its absolute discretion without in any way limiting the State's rights under this Agreement, including under clause 11, or under Law.

4.2 No Changes

The Recipient must not make any changes to the Project or any agreed budget (including the Project Budget) without the prior written consent of the State, which consent may be withheld in the State's absolute discretion.

4.3 No Endorsement

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

4.4 Acknowledgement of the Department

(a) Any communications in relation to the Project and this Agreement including presentations, publications, signage, articles, newsletters, or other literary works relating to the Project must:

(i) equally represent the Parties when Project logos are displayed, including containing the Department's and Recipient's logos and names in an equally prominent position; and

(ii) be consistent with the Department's Marketing, Communications and Acknowledgements Policy.

(b) The respective roles of the State, Department and the Recipient must be acknowledged at relevant fora, conferences, and project launches where the Project is promoted.

(c) The Parties shall:

(i) work cooperatively at the senior management and officer levels;

(ii) maintain open communication, both formal and informal, to progress the objectives of this Agreement;

(iii) share information and knowledge as practicable; and

(iv) advise any stakeholders in the Project about arrangements between the Parties.

(d) The Parties must coordinate joint communications when dealing with the media and stakeholders in the Project in relation to the Project on issues of significance or mutual concern, including circulating draft media statements, advertising proposals and advertisements between the Parties for comment prior to publication.

(e) The Recipient must liaise with the Department prior to releasing, and gain the prior written approval of the State to the release of, any media statement, advertising proposal or advertisement by the Recipient in relation to the Project.

4.5 Accounts and Reporting

(a) The Recipient must provide the Department with annual and financial reports containing the information and within the timeframes set out in Schedules 2, 3 and 5 of this Agreement.

(b) The Recipient must provide the Department with a Final Report within three (3) months after receipt by the Recipient of any written request from the State to do so or of any earlier termination of this Agreement.

(c) This clause 4.5 survives termination of this Agreement.

4.6 General Undertakings of the Recipient

The Recipient must:

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

(b) undertake its Obligations with integrity, good faith and probity in accordance with good corporate governance practices;

(c) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or Obligations under this Agreement;

(d) comply with all Laws; and

(e) cooperate fully with the Department in the administration of this Agreement.

4.7 Negation of Employment, Partnership and Agency

(a) The Recipient must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or the Department or as otherwise able to bind or represent the State or Department.

(b) The Recipient will not, by virtue of this Agreement, be or for any purpose be deemed to be, an employee, partner, or agent of the State or the Department, or have any power or authority to bind or represent the State or the Department.

4.8 Notification

(a) The State intends to provide the Recipient with the Notification once it considers that the Recipient has properly complied with and fulfilled all of its Obligations including that the Final Report provided by the Recipient in accordance with Schedule 5 is satisfactory.

(b) The Recipient acknowledges and agrees that:

(i) the State has absolute discretion in:

(A) determining whether and when it considers that the Recipient has properly complied with and fulfilled all of its Obligations including that the Final Report provided by the Recipient in accordance with Schedule 5 is satisfactory; and

(B) determining whether and when to provide the Notification to the Recipient; and

(ii) receipt of the Notification does not in any way preclude, or operate as a waiver of, the exercise or enforcement of any right power or remedy of the State under this Agreement or under any Law in relation to any Obligation of the Recipient which the State subsequently discovers has not been properly complied with by the Recipient.

5 EVALUATION OR AUDIT RIGHTS

At any time until Five (5) years after receipt of the Notification by the Recipient or any earlier termination of this Agreement, the State may arrange for an Evaluation or Audit to be carried out in relation to either or both of the Project and this Agreement by either the Department, an Auditor or any other person that the State in its absolute discretion wishes to carry out the Evaluation or Audit. If the State arranges for an Evaluation or Audit:

(a) the State must notify the Recipient that the State has arranged for an Evaluation or Audit to be carried out; and

(b) the Recipient must allow all persons appointed by the State to carry out the Evaluation or Audit to:

(i) 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; and

(ii) make and take copies of any and all documents and records in the control or possession of the Recipient relating in any way to either or both of the Project and this Agreement.

This clause 5 survives the termination of this Agreement.

6 CONTACT OFFICERS

(a) Each Party must appoint a staff member to be a contact officer in relation to the Project and this Agreement (this staff member and any replacement staff member performing the same role are referred to in this Agreement as the **Contact Officer**). The Contact Officer for each Party is authorised to act for that Party in relation to this Agreement and is the first point of contact for the other Party in relation to any disputes arising under this Agreement.

(b) The details of each Party's Contact Officer as at the Commencement Date are set out in Schedule 1.

(c) If a Party changes its Contact Officer that Party must notify the other Party in writing of the details (being the same categories of information set out in Schedule 1 for each Contact Officer) of the new Contact Officer within five (5) Business Days after the change.

7 REPAYMENT AND RETENTION OF THE FUNDING

Within twenty (20) Business Days from receipt by the Recipient of any written request from the State to provide a Final Report or any earlier termination of this Agreement, the Recipient must remit to the State

(a) any Funding that the State has paid to the Recipient; and

(b) any interest that accrued on that Funding

that has not been spent or committed in accordance with this Agreement. This clause 7 does not limit clause 11.3 in any way.

8 LIMITATION OF LIABILITY

(a) The State 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. The Recipient releases the State from all Liability suffered or incurred by the Recipient in relation to one or more of the Project, this Agreement and any related matter and agrees that neither it nor any Related Body Corporate will make a Claim against the State or any of the State's Associates arising directly or indirectly in relation to one or more of the Project, this Agreement and any related matter. This clause 8 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.

(b) If the Funding is insufficient for the Recipient to properly fulfil all of its Obligations, then the Recipient must still fulfil its Obligations at its own cost.

(c) The Recipient must indemnify the State and must keep it indemnified and hold it and its officers, employees and agents harmless from and against all Claims or Liability, suffered or incurred by or brought against the State or any of its respective officers, employees and agents caused by, arising out of or relating directly or indirectly to any:

(i) breach of any Provision by the Recipient;

(ii) act or omission of the Recipient or its employees, contractors, officers or agents which relates directly or indirectly to one or more of the Project, this Agreement and any related matter; or

(iii) breach of a Law by the Recipient or any of its employees, contractors, officers or agents which relates directly or indirectly to one or more of the Project, this Agreement and any related matter.

(d) The Recipient must comply with the insurance requirements set out in item 4.2 of Schedule 4.

(e) This clause 8 survives the termination of this Agreement.

9 FREEDOM OF INFORMATION ACT 1992, FINANCIAL MANAGEMENT ACT 2006 AND AUDITOR GENERAL ACT 2006

(a) This Agreement and information regarding it is subject to the *Freedom of Information Act 1992*. The State may publicly disclose information in relation to this Agreement, including its terms and the details of the Recipient.

(b) Despite any express or implied provision of this Agreement to the contrary, nothing in this Agreement in any way alters, limits or affects the operation of the *Auditor General Act 2006,* the *Financial Management Act 2006* or the Recipient's obligations (if any) in relation to these Acts. 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.

10 NOTICES

(a) Any notice consent, request, notification, approval or other communication (a "Notice") given or made under this Agreement must be in writing and signed by the sender or a person duly authorised by the sender.

(b) A Notice given or made under this Agreement must be delivered to the intended recipient by:

(i) prepaid post (if posted to an address in another country by registered airmail);

(ii) hand; or

(iii) email, provided:

(A) the Notice is sent as a pdf attachment to the email and is not sent as a temporary file or link; and

(B) the size of the email is less than 10MB,

to the address or email address specified in Schedule 1 or the address or email address last notified by the intended recipient to the sender.

(c) A Notice will be conclusively taken to be duly given or made:

(i) in the case of delivery in person, when delivered;

(ii) in the case of delivery by post, five Business Days after the date of posting (if posted to an address in Australia) or seven Business Days after the date of posting (if posted to an address in another country); and

(iii) in the case of email, the earlier of:

(A) the time the sender receives an automated message from the intended recipient's information system confirming delivery of the email;

(B) the time the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and

(C) 24 hours after the time the email is sent (as recorded on the device from which the sender sent the email), unless the sender receives, within that 24 hour period, an automated message that the email has not been received,

but if the result is that a Notice would be taken to be given or made on a day that is not a Business Day or is later than 5pm (local time) it will be conclusively taken to have been duly given or made at the start of business on the next Business Day.

(d) Each Party must:

(i) monitor the information system on which the mailbox for its email address resides on a frequent and regular basis;

(ii) immediately notify the other party if it discontinues the use of, or changes, its email address, or if it is unable to access its email address for a period longer than 24 hours;

(iii) ensure it is able to receive Notices to its email address, including by ensuring that sufficient storage capacity is available at all times;

(iv) ensure its firewall and/or mail server (as applicable):

(A) allows messages of up to 10MB to be received; and

(B) does not trap any messages in the spam filter that have been sent from the State's or the Recipient's domain (as relevant); and

(v) ensure its system automatically sends a notification message to each of the sender and the recipient when a message is received by the recipient's domain but cannot or will not be delivered to the recipient.

(e) A Notice sent to a Party's Contact Officer or any replacement thereof advised beforehand will be deemed to be received by that Party.

11 DEFAULT AND TERMINATION

11.1 Event of Default by the Recipient

An **Event of Default** occurs if:

(a) the Recipient breaches any Provision, which (if remediable) continues without remedy for five (5) Business Days after notice in writing has been served on the Recipient by the State. This subclause does not limit any other part of this clause 11.1 in any way; or

(b) the Recipient breaches any Provision of this Agreement and such breach cannot be remedied. This subclause does not limit any other part of this clause 11.1 in any way; or

(c) the Recipient fails to comply with or meet a Milestone, an Additional/New Milestone or any other milestone set by the Department in accordance with this Agreement; or

(d) the Recipient suffers, or is or becomes subject to, an Insolvency Event; or

(e) the State believes, in its absolute discretion, that the Recipient is unwilling or unable to comply with any one or more of the Provisions; or

(f) the Recipient repudiates the Agreement; or

(g) a material warranty given by or representation made by the Recipient is or becomes untrue; or

(h) the Recipient makes a notification to the Department of the type set out in clause 3(c); or

(i) the Recipient fails to comply with item 4.2 of Schedule 4; or

(j) any aspect of this Agreement is or is held to be void, unenforceable, or invalid for whatever reason; or

(k) the Recipient persistently, regularly, consistently or continually breaches the Provisions. This subclause does not limit any other part of this clause 11.1 in any way; or

(l) where this Agreement provides for or contemplates the Parties reaching further agreement in relation to anything the subject of, or related to, either or both of this Agreement and the Project, this further agreement is not reached and recorded in writing within a reasonable time.

11.2 Effect of Event of Default

(a) If an Event of Default occurs, the State may terminate the Agreement by providing notice in writing to the Recipient and the Agreement is then terminated from the date specified in that notice.

(b) Without limiting the State's rights under clause 11.2(a), if the Recipient is in breach of this Agreement, the State may suspend the performance of its Obligations until such time as it is satisfied in its absolute discretion that the Recipient has remedied that breach.

(c) The State may terminate the Agreement by providing notice in writing to the Recipient if, in the opinion of the State exercisable in its absolute discretion, the Project is no longer necessary for any reason and the Agreement is then terminated from the date specified in that notice, although in this instance only, clause 11.3(c) of this Agreement does not apply.

(d) If the State terminates this Agreement in accordance with this clause 11.2 or otherwise, or this Agreement otherwise comes to an end:

(i) clauses 2, 3(c), 4.4, 4.5, 4.7, 5, 7, 8, 9, 10, 11.3, 12 and 14 will survive termination of this Agreement; and

(ii) in respect of item 4.2 of Schedule 4:

(A) where the Recipient has an obligation in subitem 4.2.2 of Schedule 4 to effect, maintain and keep in force any policy of insurance set out in subitem 4.2.2 until the end of any Defects Liability Period, it must continue to effect, maintain and keep in force that policy of insurance until the end of any Defects Liability Period; and

(B) sub-items 4.2.3, 4.2.4, 4.2.7 and 4.2.8 of Schedule 4 survive until the Recipient no longer has any Obligation to effect, maintain and keep in force any policy of insurance set out in subitem 4.2.2 of Schedule 4.

For the avoidance of doubt, this sub-clause 11.2(d) does not set out an exhaustive list of clauses, rights and obligations that will survive termination and any other clauses, rights and obligations that survive at under any Law are also intended by the parties to, and do, survive the termination of this Agreement.

11.3 No Further Funding and Recovery of Funding

If the Agreement is terminated under clause 11.2, or terminated unlawfully by the Recipient:

(a) the State has no further obligation to pay the Recipient any part of the Funding which has not yet been paid to the Recipient;

(b) the Recipient must remit to the State within twenty (20) Business Days from the termination date specified by the State all Funding paid to the Recipient under the Agreement and any interest which has accrued on that Funding, that has not been spent or committed in accordance with this Agreement by the termination date specified by the State; and

(c) subject to clause 11.2(c), if requested by the State in writing, the Recipient must remit to the State within twenty (20) Business Days from the date of the State's request all Funding paid to the Recipient under the Agreement and all interest accrued on that Funding that has been spent or committed. If the State only requests the Recipient to remit part of those monies, then the Recipient must remit that part of those monies within twenty (20) Business Days from the date of the State's request.

12 AGREEMENT BETWEEN THE RECIPIENT AND A THIRD PARTY

If the Recipient enters into an agreement with any other party relating in any way to either or both of this Agreement and the Funding (**Third Party Agreement**), including a Third Party Agreement with a party to deliver or fulfil any of the Recipient's Obligations or to provide services to the Recipient to assist or enable it to fulfil its Obligations, the Recipient must ensure that the other party:

(a) has obligations in the Third Party Agreement which, if properly fulfilled, will ensure that the Recipient properly fulfils its corresponding Obligations and to the extent necessary to ensure that the other party has these obligations, the Recipient must ensure that the Third Party Agreement mirrors the terms of this Agreement; and

(b) agrees to the Recipient providing the State with any documents that the other party provides to the Recipient and to the State attending any meetings it has with the Recipient if the State wishes to obtain copies of such documents or attend such meetings.

13 GOODS AND SERVICES TAX (GST)

(a) For the purposes of this Agreement, including this clause 13, the terms “GST”, “recipient-created tax invoice”, “registered”, “supply”, “tax invoice”, and “taxable supply” have the same meanings as in the GST Act.

(b) Subject to clause 13(c) below, If GST is or becomes payable by a party (**Supplier**) in relation to any supply that it makes under, in connection with, or resulting from, this Agreement, then (unless the consideration for that supply is expressly stated to include GST) in addition to any consideration provided by a party (**Supplied Party**) for that supply, the Supplied Party must pay to the Supplier the amount of any GST for which the Supplier is liable in relation to that supply (**Additional Amount**) at the same time as the relevant consideration or any part of it is provided.

(c) Subject to clause 13(e) below, the obligation in clause 13(b) above to pay the Additional Amount only arises once the Supplier has issued a tax invoice to the Supplied Party in respect of the Additional Amount.

(d) If the Funding is consideration for the supply of anything under, in connection with, or resulting from, this Agreement which is a taxable supply under the GST Act, the Funding is exclusive of GST.

(e) If the Funding is consideration for the supply of anything under, in connection with, or resulting from, this Agreement which is a taxable supply under the GST Act, the State may choose (in its absolute discretion) by notice to the Recipient to have the Department issue a RCTI in respect of the Additional Amount and if the State so chooses:

(i) the Department will issue a RCTI in respect of the Additional Amount and the Recipient will not issue a tax invoice in respect of that Additional Amount;

(ii) the Recipient warrants that it is registered for GST and will notify the Department as soon as practicable of any change to the Recipient's registration;

(iii) the State warrants that the Department is registered for GST and will notify the Recipient as soon as practicable of any change to the Department's registration; and

(iv) the State will indemnify and keep indemnified the Recipient for any liability for GST and any related penalty or interest charge that may arise from a statement of GST payable on the supply for which the Department issues a RCTI under this Agreement.

14 WAIVER

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

(b) A waiver by either Party will not prejudice that Party's rights in relation to any further breach of this Agreement by the other Party.

(c) Any failure to enforce any part of this Agreement, or any forbearance, delay or indulgence granted by one Party to the other Party, will not be construed as a waiver of any rights under this Agreement or under any Law.

15 ENTIRE AGREEMENT

This Agreement constitutes the entire, full and complete understanding and agreement between the Parties in relation to its subject matter and supersedes all prior communications, negotiations, arrangements and agreements between the Parties (or between the State and any party negotiating on behalf of the Recipient) with respect to the subject matter of this Agreement.

16 ASSIGNMENT

(a) This Agreement is personal to the Recipient and may not be assigned by the Recipient without the State's consent, which may be withheld in the State's absolute discretion. The State may at any time, in its absolute discretion, assign or transfer its rights and Obligations under this Agreement as it sees fit.

(b) For the purposes of this clause 16, the Recipient shall be deemed to have assigned this Agreement if any act, matter or thing is done or occurs, the effect of which is, in the opinion of the State, to transfer, directly or indirectly, the management or control of the Recipient.

17 VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing, and must, unless the State in its absolute discretion directs in writing otherwise, be duly executed by both Parties.

18 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 at Law.

19 GOVERNING LAW

This Agreement is governed by the Laws in force in the State. Each Party irrevocably submits unconditionally to the non-exclusive jurisdiction of the Courts of Western Australia and of all Courts competent to hear appeals therefrom in relation to any legal action, suit or proceeding arising out of or with respect to the Agreement.

20 ACCESS TO LAND

If the Project is being undertaken on land (whether freehold or Crown land) that is not owned, leased or managed by the Recipient, the Recipient must obtain before it enters or occupies that land & keep in place whilst the Recipient is on or occupying that land the written consent of the person owning or leasing that land to such entry or occupation by the Recipient. A copy of this consent to be provided to the Department.

21 SCHEDULES

(a) Any express or implied provision of any Schedule to this Agreement is hereby deemed to be a provision of this Agreement and therefore must be complied with (by the relevant Party) in accordance with its terms.

(b) In clause 21(a), "provision" includes term, condition, warranty, stipulation, right, Obligation, representation and the like.

(c) Without limiting the preceding provisions of this clause 21, the Recipient agrees to comply with the Special Conditions, if any.

22 TRUSTS

If the Recipient is a trustee of a trust (**Trust**):

(a) the Recipient enters into and is bound by this Agreement both in its personal capacity and in its capacity as trustee of the Trust; and

(b) the Recipient represents and warrants to the State that, in respect of the Trust:

(i) it is the sole trustee of the Trust;

(ii) it is a validly appointed trustee of the trust and no action is proposed to remove it as trustee of the Trust;

(iii) there has not been any contravention of or non-compliance with any of the terms of the trust deed constituting the Trust;

(iv) it has a right of indemnity out of the assets of the Trust for all liabilities incurred by it under this Agreement and the assets of the Trust are sufficient to satisfy that right; and

(v) this Agreement does not conflict with the operation or terms of the Trust or the trust deed;

(vi) it has full and valid power and authority under the Trust to enter into this Agreement and to carry out the transactions contemplated by this Agreement (including all proper authorisations and consents);

(vii) it enters into this Agreement and the transactions evidenced by it for the proper administration of the Trust and for the benefit of all of the beneficiaries of the Trust; and

(viii) it will not, without the State's consent (not to be unreasonably withheld or delayed), resign, allow the appointment of a substitute or additional trustee, terminate the trust or vary the terms of the Trust or resettle the Trust.

SCHEDULE 1 – CONTACT OFFICERS

1 Notice Addresses

1.1 State and Department

Registered Mail:	
Email:	

1.2 Recipient

Registered Mail:	
Email:	

2 Contact Officers

2.1 State

Name:	
Job Title:	
Phone:	
Email:	
Postal Address:	
Street Address:	
Supervisor:	

2.2 Recipient

Name:	
Job Title:	
Phone:	
Email:	
Postal Address:	
Street Address:	
Supervisor:	

2.3 Recipient financial contact

Name:	
Job Title:	
Phone:	
Email:	

SCHEDULE 2 – FINANCIAL REPORT

[GUIDANCE TO AGENCY: The State intends to provide relevant templates to assist the Recipient in completing its reporting Obligations.

The information listed below is indicative of the information requested by the State and may be varied by the State from time to time in its absolute discretion.]

1. Total approved budget for the current financial year.

2. Balance brought forward from previous reporting period.

3. Funding received from the State to date.

4. Total monies committed in the current period from Funding and other funds received (if any), including Leveraged Funds.

5. Actual payments to date.

6. Initial estimated cost of the Project.

7. Amount of interest earned on the Funding and on any income generated by the Project.

8. Amount of Leveraged Funding from other sources.

9. Forecast cost to complete the Project.

10. Use of funds: Infrastructure/Services/Administration.

SCHEDULE 3 – PROJECT REPORT

[GUIDANCE TO AGENCY: The State will provide relevant templates to assist the Recipient in completing its reporting Obligations.

The information listed below, is indicative of the information requested by the State and may be varied by the State from time to time in its absolute discretion.]

1. Fulfilment of Recipient's Deliverables (activities and outputs).
2. To what degree has the Recipient achieved objectives in fulfilling its Obligations.
3. Project indicators.
4. Milestones/achievements target for the reporting period.
5. Milestones/actual achievements for the reporting period.
6. Explanation of variances between target and actual achievements, including reasons why milestones were not achieved, impediments encountered, action taken to overcome these and potential future impediments if any.
7. Risks in relation to the Project, including in relation to completing the Recipient's Obligations and solutions proposed by the Recipient in relation to these risks.
8. Funding allocation by project category.
9. What the Funding received has been spent on.
10. Provide copies of contracts entered into between the Recipient and any other party in relation to the Project, including Third Party Agreements.

SCHEDULE 4 – PROJECT DETAILS

1. Use of Funding by the Recipient

Without limiting clause 8(b) or clause 11.3 in any way, the Recipient must use the Funding to carry out the Project in accordance with this Agreement and for no other purpose.

2. Funding Amount

Funding of [ ] (excluding GST) will be provided by the State to the Recipient in the manner and within the timeframes outlined in item 3.2 of this Schedule 4 and in Schedule 6.

Disbursal of Funding will be subject to availability of funds through the State budget and mid-year review of the State budget each financial year.

3. Detailed Description of Project

3.1 Project Description
[

]

3.2 Recipient's Deliverables and Payment of Funding

Deliverable	Performance Measure	Milestone Date	Payment details and timing	Payment Amount $
Execution of Agreement between State and Recipient			**.**	
Execution of agreement between Recipient and [ ]				
Establishment of Project Management Group				
Fit Out of [ ] Building agreed			**Payment will be authorised within 20 business days upon acceptance that the above deliverables have been met**	
Project Manager Appointed				
Strategic Planning Phase Plan			**Payment will be authorised within 20 business days upon acceptance**	

			that the above deliverables have been met	
Monitoring and Evaluation Plan				
Quarterly Reporting templates				
Operating Model				
Quarterly Reporting established			**Payment will be authorised within 20 business days upon acceptance that the above deliverables have been met**	
Commencement of Operations				
Equipment Acquisition and Operation of [ ]				
Scope for review of FTF developed				
Review of [ ] complete			**Payment will be authorised within 20 business days upon acceptance that the deliverable has been met**	
Project Complete				
Acquittal				
Completion of the Project including all of the Recipient's Obligations			**Total Payment Amount**	

3.3 Project Budget

Item of Expenditure	Budget ($)	Source of Funds
Strategic Planning	[ ]	**State**
Equipment acquisition, fit out and operation of [ ]	[ ]	**State**
Total Budget	[ ]	

4. Special Conditions

4.1 Leveraged Funding

(a) The Recipient must obtain the minimum amount of leverage funding identified below and utilise best endeavours to secure the full amount of leverage funding to be identified from

the sources set out in the table immediately below (**Leveraged Funding**), which the Recipient must use to carry out the Project in accordance with this Agreement and for no other purpose:

Source of Leveraged Funding	Amount ($)

(b) Despite anything expressed or implied to the contrary in this Agreement, before the Recipient is entitled to any payment under this Agreement, it has to provide evidence to the Department which proves to the satisfaction of the State, in its absolute discretion, that the Recipient has obtained the Leveraged Funding. If the Recipient does not obtain any part of the Leveraged Funding (that part being the **Shortfall**), the State may reduce the amount it is to pay the Recipient under this Agreement by the amount of the Shortfall.

4.2 Effecting, maintaining and keeping in force policies of insurance

4.2.1 *Insurance for Project, generally*

The Recipient must effect, maintain, and keep in force, for the duration of the Project or this Agreement (whichever is the longer period) adequate insurance cover in its name for its rights and interests in relation to the Project with a reputable and solvent insurer (with a Standard and Poor's rating of not less than A minus) which carries on insurance business in Australia and is authorised in Australia to operate as an insurer, including effecting, maintaining and keeping in force the following policies of insurance for the Project:

(a) a public liability policy for an amount of indemnity of not less than 50 MILLION DOLLARS ($50,000,000) (or any higher sum as is determined by the State from time to time (acting reasonably)) for any one occurrence and unlimited as to the number of occurrences which must:

(i) contain or be endorsed to contain an indemnity extension in favour of the State to the extent of its vicarious liability caused, contributed to, or arising directly or indirectly out of the negligent acts or omissions of the Recipient, its employees, contractors or agents in their performance or non-performance of the Project;

(ii) cover liability resulting from loss of or damage to property and the death or illness of, or injury to, any person (other than liability which is required by Law to be insured under a workers compensation insurance policy) arising out of or in connection with the Project, this Agreement or both; and

(iii) be endorsed to cover both the use of unregistered motor vehicles, plant and equipment, and sudden and accidental pollution.

(b) a policy of insurance which:

(i) insures against liability under any applicable statute relating to workers or accident compensation for death of, or illness or injury to, natural persons employed or engaged by the Recipient which are required to be insured under the Workers' Compensation and Injury Management Act 1981 (WA) or equivalent legislation in other Australian jurisdictions in work under this Agreement including liability by statute and, where available, at common law; and

(ii) must be extended to indemnify the State as principal ("principal" in this subitem having the same meaning as the term "principal" in section 175(1) of the Workers' Compensation and Injury Management Act 1981 (WA)) for liability under section 175 of the Workers' Compensation and Injury Management Act 1981 (WA);

(c) a policy of insurance for all property (both real and personal) which is owned or leased by the Recipient and which comprise, or are used for or in connection with, the Project, insured to their full insurable value on a replacement or reinstatement basis against loss or damage by fire, flood, storm, tempest, rainwater, cyclone, explosion, smoke, lightning, impact (including by aircraft, other vehicle or machinery), earthquake, and such other risks against which in the State's opinion an owner or lessee may and does ordinarily insure, to their full replacement value.

4.2.2 *Insurance if Project involves Construction*

If the Project involves an element, or elements, of Construction (or design and Construction) or the Recipient Constructing any building or other facility, the Recipient must for the duration of any Construction (or design and Construction) phase, plus any Defects Liability Period, effect, maintain and keep in force adequate insurance cover in its name for its rights and interests in relation to the Project with a reputable and solvent insurer (with a Standard and Poors rating of not less than A minus) which carries on insurance business in Australia and is authorised in Australia to operate as an insurance company, including effecting, maintaining and keeping in force, the following policies of insurance for the Project:

(a) where the Recipient has obligations in this Agreement to Construct any Structure, a policy of insurance in relation to all work required for and incidental to the Construction of that Structure and rectifying Defects (**Works**) which must:

(i) be in the joint names the Recipient and all agents and contractors employed from time to time in relation to the Works;

(ii) cover against any and all physical loss or damage to the Works including covering the:

(A) full replacement value of that Structure, including any extension of or addition to that Structure;

(B) the cost of removal of materials and debris from the Site;

(C) any loss or damage to any equipment used in relation to the Works;

(iii) covering the cost of making good resultant damage arising in connection with faulty design;

(iv) provide that any breach of the conditions of this policy of insurance by an insured under the policy will not in any way prejudice or diminish any rights which any other insured has under the policy;

(v) provide that the insurance provided under this policy is primary with respect to the interest of the State and any other insurance or self insurance arrangements maintained by the State is excess to and not contributory with this policy;

(b) where the Recipient has obligations in this Agreement to Construct any Structure, a vehicle and equipment policy of insurance for the Recipient's vehicles, registered plant and equipment brought on to the Site or used in connection with the Project whether owned, hired or leased (**Recipient's Vehicles**) in addition to any compulsory motor vehicle third party insurance required to be taken out by the Recipient under any Law. This vehicle and equipment insurance policy must:

(i) cover third party liability for personal injury or death (other than compulsory third party motor vehicle insurance) and property loss or damage involving the Recipient's Vehicles;

(ii) be for not less than $20 million third party liability insurance for any one occurrence and unlimited as to the number of occurrences;

(iii) be endorsed to cover the State to the extent of its vicarious liability caused, contributed to, or arising directly or indirectly out of the use of the Recipient's Vehicles; and

(c) where the Recipient has obligations in this Agreement to Construct any Structure, further to the insurance cover set out above, it must take out, any other policies of insurance consistent with Best Industry Practice for the engineering, design, procurement, supply, Construction, testing and commissioning of the Project.

4.2.3 *Proof of insurance*

(a) Within ten (10) Business Days from:

(i) the Commencement Date;

(ii) the date any insurance policy is renewed or varied; and

(iii) any other request by the State,

the Recipient must provide the Department with the following information in relation to all insurance cover for the Project (regardless of whether the Recipient or another party effected the policies or whether one or more of the policies are in the joint names of the Recipient and one or more other parties):

(i) certificates of currency from the insurer which provided the insurance. These certificates of currency must be accurate as at the time of issue, must not contain a general disclaimer to the effect that they cannot be relied upon and must contain sufficient information to enable the Recipient to demonstrate to the satisfaction of the State in its absolute discretion that the Recipient has complied with its Obligations under item 4.2 of Schedule 4. Where, in the opinion of the State in its absolute discretion, these certificates of currency do not provide this information, then the Recipient must provide such further information as the State may require to demonstrate compliance with the Recipient's Obligations under item 4.2 of Schedule 4. The Recipient is entitled to redact commercially sensitive information in any insurance policies which relates to other projects; and

(ii) receipts for premiums paid for each policy of insurance.

(b) If, after being requested in writing by the State to do so, the Recipient fails to produce evidence (to the satisfaction of the State in its absolute discretion) of compliance with its Obligations under Item 4.2 of Schedule 4, the State may do one or more of the following:

(i) effect and maintain the required insurance. The amount paid by the State in effecting and maintaining the required insurance is a debt due and payable on demand from the Recipient to the State;

(ii) exercise its rights under clause 11 of this Agreement; and

(iii) suspend the performance of the Recipient's Obligations until evidence that the Recipient has complied with its Obligations under item 4.2 of Schedule 4 is provided to the Department and is satisfactory to the State in its absolute discretion.

4.2.4 *Policy obligations*

The Recipient must:

(i) not do, allow to be done by another person (except the State), or suffer the doing of, anything which adversely affects any insurance cover taken out by, or on behalf of, the Recipient in relation to the Project or this Agreement or both, or which may increase the premium on that insurance;

(ii) not store or use inflammable, volatile or explosive substances on the site or premises on which the Project is being carried out except those normally used in the Recipient's business;

(iii) not settle or compromise, or allow any other person (except an insurer who is legally entitled to, and does, take over conduct of the matter) to settle or compromise, any claim under any policy of insurance relating to the Project or this Agreement, or both;

(iv) not do or omit to do, and must ensure that the Recipient's personnel (including its agents and contractors) not do or omit to do, any act or thing that would be grounds for an insurer to refuse to pay the whole of or any part of a claim made under any of the insurance policies effected by the Recipient, in relation to the Project; and

(v) use all reasonable endeavours to promptly, diligently and competently pursue and enforce its rights under each insurance policy.

4.2.5 *To give notice*

(a) The Recipient must give notice to the Department immediately if:

(i) an event occurs which may give rise to a claim under any insurance policy in relation to the Project (including under any insurance policy held by a sub-contractor in relation to the Project) and must keep the Department informed of subsequent developments concerning the claim. This requirement does not apply to those occurrences that may give rise to a motor vehicle or worker's compensation claim;

(ii) an event occurs which could adversely affect any insurance policy in relation to the Project (including under any insurance policy held by a sub-contractor in relation to the Project); or

(iii) any insurance policy in relation to the Project (including under any insurance policy held by a sub-contractor in relation to the Project) is cancelled.

(b) The Recipient must give the Department prior notice of at least one (1) month of the cancellation, non-renewal, or a material alteration to the detriment of cover of any insurance policy effected by the Recipient in relation to the Project or in accordance with the Insurance Contracts Act 1984 (Cth).

4.2.6 *Pay Premiums*

The Recipient must pay all premiums and all deductibles applicable to the policies of insurance effected by it in relation to the Project and promptly reinstate any of these policies which lapse or under which cover is exhausted.

4.2.7 Indemnity Paramount

The Recipient acknowledges that regardless of whether any of the policies of insurance effected by the Recipient, in relation to the Project respond or not, and regardless of the reason why any of these insurance policies respond or fail to respond, the Recipient is not released (in whole or in part), from any of its obligations under the indemnity given by the Recipient to the State in clause 8(c) of this Agreement, or any of its Obligations generally.

4.2.8 *Settlement of claims*

Upon settlement of a claim under any insurance policy effected by the Recipient in relation to the Project, the Recipient must, to the extent required by the State, pay to the State the proceeds of insurance, or the relevant part of those proceeds, within the timeframe specified by the State after:

(a) the State's request (if the Recipient has already received the proceeds of insurance); and

(b) receipt of the proceeds of insurance (if the Recipient has not received the proceeds of insurance by the date of the State's request).

In order to ensure that the Recipient can fulfil its obligations under this subitem 4.2.8, the Recipient must ensure that any other party named as an insured or otherwise noted or covered under any of the policies of insurance effected by the Recipient in relation to the Project has a contractual obligation to the Recipient to, if it receives proceeds of insurance under any of those policies, pay on request:

(a) the Recipient; or

(b) the State if directed by the Recipient to do so,

within a sufficient timeframe a sufficient part of those proceeds of insurance, to enable the Recipient to fulfil its obligation to the State in this subitem 4.2.8.

4.3 Interest Earned

The Recipient must inform the State on a quarterly basis if any and how much interest has accrued on the Funding paid to the Recipient. The State will decide, in its sole discretion, whether any interest accrued on the Funding must either be used by the Recipient for the Project, or must be paid to the State. The Recipient must comply with any such decision. This item 4.3 applies despite any other expressed or implied provision of this Agreement to the contrary.

4.4 Local Products and Services

The Recipient, in or in connection with procuring goods and services for or preparatory to the Project shall use all reasonable commercial endeavours to maximise:

(a) such procurement from providers which have a business address closest to the place where the Project is to be carried out; and
(b) the employment of persons who live closest to the place where the Project is to be carried out.

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4.5 First Nations Participation

In carrying out the Project, the Recipient must comply with any applicable State policies in relation to creating employment opportunities and engaging and developing relationships with Indigenous peoples.

4.6 Use of Property

The Recipient must use all property purchased or constructed with Funding for the purpose/s of [ ] for a period of [ ] months and must not during that period transfer or agree to transfer ownership or possession of such property without the State's prior written consent. If the Recipient breaches its obligation set out in the previous sentence, the Recipient shall immediately, on demand, pay the State the sum of $[ ].

4.7 Exclusions

The following Provisions shall not apply to, and are excluded from, this Agreement:

[List provisions]

4.8 Fit Out

[

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4.9 Key Principles

[

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4.10 Project Management Group

[

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4.11 Project Manager

[

4.12 Reinvestment of Surplus Funding

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4.13 Maintenance and Use of Equipment

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4.14 Disposal of Equipment

[

]

4.15 Contributions from Project Partners

[

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SCHEDULE 5 – ACCOUNTS AND REPORTING

(a) The Recipient is to provide to the Department financial reports on a quarterly basis (as at 30 September, 31 December, 31 March and 30 June), or as determined from time to time by the State, until receipt by the Recipient of the Notification. The financial report is to contain information with respect to the Project, which must include the information set out in Schedule 2 and must be certified by the Director General, Chief Financial Officer or other accountable officer of the Recipient. Note – quarterly reports are to be submitted within 15 calendar days after the end of each quarter.

For the avoidance of doubt the State may:

(i) request progress reports at more regular intervals than one progress report every quarter but must not request progress reports at more regular intervals than every week; and

(ii) determine in its absolute discretion what information the Recipient is required to include in a progress report and requiring less information in a progress report than that prescribed in item (a) of this Schedule 5 in any one instance does not constitute a waiver of the State's right to receive the information prescribed in item (a) of this Schedule 5 in every other progress report.

(b) The Recipient is to provide to the Department an annual report on the Project based on a financial year ending 30 June until receipt by the Recipient of the Notification. These annual reports must be certified by the Chief Financial Officer or other accountable officer of the Recipient and audited by an Auditor, and include:

(i) a financial report containing information with respect to the Project which must include the information set out in Schedule 2; and

(ii) a project report which must include the information set out in Schedule 3, showing how and to what extent the Funding was spent and the extent to which the Recipient's Deliverables were performed and the Milestones met.

Note – the annual report on the Project is to be submitted within three (3) months after the end of the financial year to which the annual report relates.

(c) The Recipient must provide the Department with a report (**Final Report**) within three (3) months after receipt by the Recipient of any written request from the State to do so or of any earlier termination of this Agreement, which must be certified by the Chief Financial Officer or other accountable officer of the Recipient and audited by an Auditor, and include:

(i) a financial report certifying that the Funding was used for the Project, confirming the amount of Funding spent and which must include the information set out in Schedule 2; and

(ii) a project report which must include the information set out in Schedule 3, showing how and to what extent the Funding was spent and the extent to which the Recipient's Deliverables were performed and the Milestones met.

SCHEDULE 6 – PAYMENT OF THE FUNDING

Funding will be made available subject to, in the manner outlined in, and for the purpose outlined in, this Agreement.

The payment of the Funding or each tranche of the Funding (if applicable) will be processed by the State and by the time required by this Agreement, transferred into the following bank account of the Recipient by electronic funds transfer:

Account name:	
BSB:	
Account number:	

EXECUTED AS AN AGREEMENT

Signed for and on behalf of the **State of Western Australia** by)
)
)
)
)
in the presence of:)

_____	_____
Signature of witness	Signature of officer
_____	_____
Full name of witness (print)	Full name of officer (print)
	_____
	Title of officer (print)
	_____
	Date

Executed by)
)
)
)

_____	_____
Signature of Director	Signature of Director / Secretary
_____	_____
Full name of Director	Full name of Director / Secretary (print)
_____	_____
Date	Date