



## 2022/2023 Community Development Grant Funding Agreement

Parties:

Baw Baw Shire Council AND

Recipient Name

Version	Date
1.	(Date) Council Meeting Recommendation

## Funding Agreement:

This Funding Agreement includes:

- A. Purpose
- B. Parties
- C. Schedule
- D. Definitions
- E. Terms and Conditions
- F. Notes
- G. Privacy
- H. Appendix

### A. Purpose

This Funding Agreement is between Baw Baw Shire Council and Recipient (Name of Organisation) for the purpose for which the Grant Funding Allocation is provided under the 2022/23 Community Development Grant Program. It details the terms and conditions and reporting obligations of the Recipient.

## B. Parties

Name	Baw Baw Shire Council
Address	PO Box 304 Warragul, 3820
Phone	1300 229 229
Email	<a href="mailto:grants@bawbawshire.vic.gov.au">grants@bawbawshire.vic.gov.au</a>

Recipient	
ABN	
Primary Contact	
Address	
Phone number	
Email	

## C. Schedule

### 1. DATES

Offer of Funding Response Due Date Friday 9 December 2022, 4pm

Project Acquittal Report Due Date As per nomination in Offer of Funding acceptance

Commencement of Funding Agreement This Funding Agreement commences when the Recipient **accepts** the Offer of Funding via SmartyGrants

Conclusion of Funding Agreement Thursday 30 June 2023, 4pm

### 2. PROJECT

Funding Category Environment / Equipment / Minor Capital Works Grant – select one only

Project Name [insert Project Name]

Project Description [insert description of the Project, include quantity, volume, items, etc]

SmartyGrants Application Reference [Insert SmartyGrants Application Reference]

### 3. BUDGET

Baw Baw Shire Council Grant Funding Allocation \$ One off payment through EFT

Recipient Contribution \$

Total Project Cost \$

### 4. ADDITIONAL CONDITIONS

1. Not Applicable or
2. Other

## D. Definitions

Definitions for the purpose of this Funding Agreement:

**Additional Conditions** means the Conditions (if any) referenced in the Schedule: item 4 Additional Conditions, to this Funding Agreement.

**Application** refers to the application received by Baw Baw Shire Council via the 2022/23 Community Development Grant Program and referenced in the Schedule: item 2 Project, to this Funding Agreement.

**Auspicee** is the group or individual carrying out the grant project under the auspices of the incorporated organisation – the auspisor.

**Auspisor** is the incorporated organisation supporting the delivery of a Community Development Grant, recognised as the Recipient.

**Budget** means the budget for the Project referenced in the Schedule: item 3 Budget, to this Funding Agreement.

**Conclusion of Funding Agreement** means the date specified as referenced in the Schedule: item 1 Dates, to this Funding Agreement.

**Council** means Baw Baw Shire Council.

**Grant Funding Allocation** means the amount and manner of funding specified in the Schedule: item 3 Budget, to this Funding Agreement, granted by Baw Baw Shire Council.

**Primary Contact** is the nominated contact person provided by the Recipient to liaise with Baw Baw Shire Council for the Project. If an auspice arrangement is in place, then this must be the auspisor.

**Project** means the deliverable specified in this Funding Agreement and all its parts including:

- Project administration
- Project reporting
- Project delivery

## Cont.... **D. Definitions**

**Project Completion** means the provision of a satisfactory Project Acquittal Report to Baw Baw Shire Council.

**Project Term** refers to the timeframe between the Commencement of Funding Agreement and the Conclusion of Funding Agreement.

**Recipient** is the organisation receiving funds from Baw Baw Shire Council and whom will be managing the Terms and Conditions associated with this Funding Agreement.

**Reports** means the reports and documents specified in this Funding Agreement.

**Schedule** means the Schedule to this Funding Agreement (part C).

**SmartyGrants** is the cloud-based grants administration software licenced by Baw Baw Shire Council. Find further information [SmartyGrants | Home](#)

**Supplier** is the reference made to the Recipient when recognised by Baw Baw Shire Council's Finance Systems.

**Tax Invoice** as meeting the definition and requirements as currently described by the Australian Tax Office.

## D. Terms and Conditions

The Grant Funding Allocation is provided for the Project as described in this Funding Agreement.

The Council Meeting Decision is a confirmed recommendation to this Funding Agreement. The Council Meeting decision confirms that a Funding Agreement is available for this recipient. This Funding Agreement commences when the Recipient accepts the Offer of Funding via their SmartyGrants Account.

### Terms and Conditions Index

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#### 1. General

The Recipient is wholly responsible for the Project including:

- 1.1 Acknowledging and accepting the Funding Agreement via SmartyGrants.
- 1.2 Meeting the requirements of this Funding Agreement.
- 1.3 Oversight of the administration, financial management and delivery of the Project.
- 1.4 Ensuring that the person/s engaging with Baw Baw Shire Council regarding this Funding Agreement, members of the Recipient, are authorised to act on its behalf.
- 1.5 Managing and maintaining the SmartyGrants account for the Project Term.

- 1.6 Ensuring Baw Baw Shire Council receives accurate and up to date contact details for the purpose of administering this Funding Agreement. Where the Recipient proposes alternative contact details, this must be confirmed in advance of the date they are due to take effect.
- 1.7 Keeping true and correct records and accounts in relation to the Project during the Project Term and for a period of at least 12 months after the conclusion of the Funding Agreement.
- 1.8 Upon request, making its records and accounts available for inspection and audit by Baw Baw Shire Council, their agents and/or any government agency.
- 1.9 Meeting with Baw Baw Shire Council Officers during the Project Term as reasonably requested by Baw Baw Shire Council.
- 1.10 Providing project updates to Baw Baw Shire Council during the Project Term as reasonably requested by Baw Baw Shire Council.
- 1.11 Satisfying the requirements of the Offer of Funding to allow the Grant Funding Allocation to be released.
- 1.12 In the application form the recipient nominates a project completion date. This offsets a project acquittal form 30 days from this date and an automated acquittal date.
- 1.13 The Offer of Funding will require
  - 1.13.1 Providing Baw Baw Shire Council with a Tax Invoice to the value of the Grant Funding Allocation to meet the requirements of the Offer of Funding. The Tax Invoice must be dated, include organisational contact information, including an email address, indicate if GST is included or not, include your ABN, note the purpose of the invoice is the *2022-23 Community Development Grant, SmartyGrants Application Reference Number*.
  - 1.13.2 Public Liability Insurance to the value of \$20 million.



- 1.14 The Offer of Funding may also require:
- 1.14.1 To complete and return a Recipient Supplier form when the recipient is a new supplier, they must
  - 1.14.2 To complete and return of a Statement by Supplier Form when a recipient does not have an Australian Business Number
- 1.15 Responding to the Offer of Funding by Friday 9 December 2022, 4pm. If a response is not received by this date, the Recipient may forfeit the Offer of Funding.
- 1.16 Advising Baw Baw Shire Council if the Grant Funding Allocation will not be accepted. Where a Grant Funding Allocation will not be accepted, advice must be received by 9 December 2022. This advice is considered final and cannot be revised.
- 1.17 Obtaining all approvals, permits and consents necessary to undertake the Project prior to the commencement of works (including any Planning and Building approvals).
- 1.18 Providing in advance of commencement of works evidence of Planning and Building approvals to Baw Baw Shire Council via [grants@bawbawshire.vic.gov.au](mailto:grants@bawbawshire.vic.gov.au)
- 1.19 Undertaking any works comprising the Project in a proper manner by appropriately qualified and competent contractors, in accordance with all approvals, permits and consents including approved plans.
- 1.20 Complying with and ensuring that its employees, volunteers, sub-contractors, and agents comply with all applicable legislative obligations including:
- 1.20.1 The *Occupational Health and Safety Act 2004*, and any regulations made under that Act; and
  - 1.20.2 All applicable laws, including laws relating to fire protection, industrial relations and employment, health, general safety, and taxation; and
  - 1.20.3 Any other Acts, regulations, and local laws in any way applicable to the Project or this Funding Agreement.

- 1.21 The safe and responsible disposal of materials discarded to deliver the Project and reduce environmental impact.
- 1.22 Ensuring purchased equipment will be accommodated within existing structures.
- 1.23 Until such time that Baw Baw Shire Council is satisfied with a Project Acquittal Report and the return of funds, where applied, Baw Baw Shire Council will not receive or assess applications made to future grant programs as Applicant, Auspice or Auspicee.
- 1.24 Satisfying the Reporting obligations to Baw Baw Shire Council. A Project will only be considered complete once Reporting obligations are accepted by Baw Baw Shire Council.
- 1.25 Complying with any Additional Conditions as referenced in the Schedule: item 4 Additional Conditions, to this Funding Agreement

## **2 Volunteer Labour**

The Recipient is wholly responsible for the Project including:

- 2.1 Where a combination of volunteer labour and cash to contribute to the dollar for dollar equally matched Minor Capital Works Grant arrangement, the cash component must be no less than that described in the Schedule (part C) of this Funding Agreement.
- 2.2 Volunteer in kind labour to support a Minor Capital Works Grant must not exceed 50 per cent of the Recipient contribution as specified in the Schedule to this Funding Agreement.
- 2.3 Where volunteer labour is made as an in-kind contribution to a Minor Capital Works Grant, and is less than that expected, the Recipient must increase their cash contribution to ensure the dollar for dollar, equally matched arrangement is met.

2.4 Providing evidence of volunteer labour when made as an in-kind contribution to a Minor Capital Works Grant, through the maintenance of a Volunteer Journal. This must represent a true and honest account of hours and individuals contributing to the Project and is required to be submitted with the Project Acquittal Report. The Volunteer Journal must specify the commencement and completion time of the in-kind contribution and the name and signature of the volunteer.

2.5 For Minor Capital Works Grant only. The Grant Funding Allocation is provided on a dollar for dollar, equally matched arrangement. The Grant Funding Allocation is provided in full and in advance of the Project commencing, based on costings presented in the Application. The Recipient must provide evidence in the Project Acquittal Report that the funding ratio has been achieved and not less than the value of the Grant Funding Allocation. Where this is not demonstrated, the Recipient agrees that Baw Baw Shire Council will determine the amount of the Grant Funding Allocation to be returned.

### **3 Project Variations**

3.1 An Extension to the Project Term must be discussed in advance with the Baw Baw Shire Council Grants Team. Formal considerations for an extension of the Project Term will be considered through the submission of a Project Variation Request.

3.2 Project Variations may include proposed revisions, including, but not limited to those factors that are identified to impact Project delivery.

3.3 While a Project Variation Request is being considered by Baw Baw Shire Council, where safe and practical, Project expenditure should cease, and activities be suspended; unless otherwise agreed and until a written response is received from Baw Baw Shire Council.

3.4 Where any variation to the Project is agreed to by Baw Baw Shire Council, the Recipient must acknowledge and accept a project variation and revised Funding Agreement via SmartyGrants.

## 4 Funding

- 4.1 Where the Recipient advances the Project prior to completing the Offer of Funding, Baw Baw Shire Council will not provide funding.
- 4.2 The Recipient must use the Grant Funding Allocation in accordance with the Funding Agreement and only for the purposes of carrying out the Project as described in the Application. The use of the Grant Funding Allocation for any purpose other than that specified in the Schedule is not permitted. Where the Recipient has not honoured the Funding Agreement, Baw Baw Shire Council may seek to recover funds at the time a Project Acquittal Report is reviewed.
- 4.3 Any interest earned on the Grant Funding Allocation received by the Recipient must only be used for the same purpose as it was provided to the Recipient.
- 4.4 The Funding Allocation is provided for the purchase of new items that support the delivery of the Project. Where second-hand items are purchased, Baw Baw Shire Council may seek to recover funds.
- 4.5 Any part of the Grant Funding Allocation paid to the Recipient and demonstrated in a Project Acquittal Report as not being expended within the Project Term or where a Project is completed for a lesser amount, the Recipient agrees that Baw Baw Shire Council will determine the amount of the Grant Funding Allocation to be returned.
- 4.6 Where a Recipient does not have an ABN, the Offer of Funding will require the completion and submission of the Australian Taxation Office form, Statement by Supplier. Where this form is not provided or incomplete, Baw Baw Shire Council may be required to withhold up to 47% of the Grant Funding Allocation.
- 4.7 Baw Baw Shire Council may withhold, withdraw, or require the Recipient to repay some or all the Grant Funding Allocation if the Recipient has not met its obligations under this Funding Agreement.

4.8 Where Baw Baw Shire Council determines that an amount of funding is to be returned, Baw Baw Shire Council will issue the Recipient with a Tax Invoice for the amount and payment will be required within 30 days.

## Reports

### Project Acquittal Report

4.9 At the latest, thirty days in advance of the **Conclusion of Funding Agreement**, the Recipient must complete and submit a Project Acquittal Report via SmartyGrants to Baw Baw Shire Council. This will include:

- 4.9.1 Project delivery information
  - 4.9.2 Responding to how your project met the intended need and community benefit
  - 4.9.3 Volunteer journal where relevant as per item 2.4
  - 4.9.4 Photo evidence, showcasing the completed Project. Photos must be provided with permissions for Baw Baw Shire Council use. Images must be provided as high-resolution digital files in either .JPEG or .PNG format
  - 4.9.5 Any acknowledgement made to Baw Baw Shire Council
  - 4.9.6 A Financial Report will require a budget outlying project income and expenditure. This includes in kind, cash, and co-funding contributions
  - 4.9.7 The Financial Report must demonstrate that the Grant Funding Allocation was spent in accordance with this Funding Agreement
  - 4.9.8 Co-funding arrangements must be evidenced by documentation from all funding organisations
  - 4.9.9 Project expenditure must detail the project to completion, including where expenditure exceeds the dollar for dollar, equally matched contribution
  - 4.9.10 All expenditure incurred under this Funding Agreement requires by the registered supplier with ABN copies of PAID TAX INVOICES demonstrating a zero-owing balance.
- Unacceptable evidence includes, but is not limited to PayPal receipts, bank transactions or treasurer summaries.

- 4.9.11 Permits and Plans and Certificates of Work for project work completed must be submitted with the Project Acquittal Report.
- 4.9.12 Recipients must ensure information represented in the Project Acquittal Report is true and correct without being misleading or dishonest in accordance with the Baw Baw Shire Council's Fraud and Corruption Control Policy.
- 4.9.13 Where Baw Baw Shire Council requires additional information to satisfy the requirements of a Project Acquittal Report, a written request for additional information will be made to the Recipient. Where a Recipient demonstrates that they are unable to satisfy the requirements of the Project Acquittal, Final Advice will be made to the Recipient, including but not limited to noting unresolved items and actions taken by Baw Baw Shire Council.
- 4.9.14 Where Baw Baw Shire Council is satisfied with information provided in a Project Acquittal Report, written confirmation of Project Completion will be made to the Recipient.

## **1 Media and Promotion**

### **Project Media**

- 1.1 The Recipient must acknowledge Baw Baw Shire Council in all media releases / radio promotion in connection with the Project.
- 1.2 For promotional purposes, Baw Baw Shire Council may request the opportunity for Baw Baw Shire Council to attend the Project with the Recipient and its beneficiaries in connection to the Project.

### **Use of Logos**

- 1.3 The Recipient must formally acknowledge Baw Baw Shire Council in any promotional materials published in connection with the Project, including:
  - 1.3.1 The Recipient must use Baw Baw Shire Council's logo in accordance with Baw Baw Shire Council's Brand and Style Guidelines, provided to the Recipient as part of the Offer of Funding.

## Opportunity for Baw Baw Shire Council to attend and Participate

- 1.4 Inviting Baw Baw Shire Council representatives to attend or participate in key activities in connection with the Project requires a minimum of four weeks prior notice. Requests must be made via email: [bawbaw@bawbawshire.vic.gov.au](mailto:bawbaw@bawbawshire.vic.gov.au)

## 2 Insurance, Liability and Workers Compensation Insurance

The Recipient must ensure that all activities of the Project have been considered and that adequate insurance cover is procured and maintained. This includes but not limited to the following:

- 2.1.1 Public Liability insurance for \$20 million concerning one single event
  - 2.1.2 Insurance over the Equipment for its full replacement value
  - 2.1.3 Workers' compensation insurance extending to its employees and volunteers.
- 2.2 The Recipient must not do anything which may make the Insurance Policies invalid or capable of being cancelled or rendered ineffective.
- 2.3 The Recipient must comply with applicable legal and insurance standards in relation to the Insurance Policies.

### Liability

- 2.4 The Recipient agrees to release and indemnify Baw Baw Shire Council and its members of staff or agents and keep Baw Baw Shire Council and such members of staff and agents indemnified from and against all actions, proceedings, claims, demands, liabilities, costs, and expenses arising out of or in any way connected with the Project or anything done or omitted to be done because of this Funding Agreement.
- 2.5 The Recipient acknowledges that Baw Baw Shire Council is not liable or responsible for the activities of the Recipient or for its debts, liabilities, expenses, losses, or deficiencies.
- 2.6 Conditions 7.4 and 7.5 are a continuing obligation and survive the termination or completion of this Funding Agreement.

## Occupational Health and Safety

- 2.7 The Recipient must comply with the legislative requirements of the *Occupational Health and Safety Act 2004* and associated regulations

## 3 Dispute Resolution Procedures

- 3.1 In the event of any dispute between the Recipient and Baw Baw Shire Council, either party may give written notice to the other stating the details of the matter in dispute and request that the parties meet to discuss and negotiate a resolution. The parties should meet in good faith within fourteen days of written notification of the dispute.
- 3.2 If the dispute cannot be resolved within 28 days of the initial meeting, the parties shall refer the dispute to a mediator, agreed by both parties where possible. If the parties cannot agree on a mediator, the matter will be referred to the Dispute Settlement Centre of Victoria. Each party must meet its own costs associated with mediation.

## 4 Termination

### Termination by Baw Baw Shire Council.

- 4.1 Baw Baw Shire Council may terminate this Funding Agreement immediately, by giving written notice to the Recipient if:
- 4.1.1 The Recipient becomes insolvent
  - 4.1.2 In Baw Baw Shire Council's sole opinion, the Recipient:
    - 4.1.2.1 Provides incorrect or misleading information or
    - 4.1.2.2 Fails to comply with the Terms and Conditions of this Funding Agreement or
    - 4.1.2.3 Conducts the Project in a way which is likely to adversely affect Baw Baw Shire Council's reputation because of its association with the Recipient under this Funding Agreement; or



- 4.1.2.4 Cannot obtain the appropriate authority, permission and consent required to deliver their project; or
- 4.1.2.5 The Project is not commenced in the financial year in which this Funding Agreement is signed.

## **Repayment of Funding**

4.2 If this Agreement is terminated in accordance with Condition 9, the Grant Funding Allocation, or any part of it paid to the Recipient under this Funding Agreement will, at the option of Baw Baw Shire Council, become immediately due and repayable to Baw Baw Shire Council within 30 days of the Recipient receiving a written notice of request from Baw Baw Shire Council.

## F. Notes

- The Offer of Funding is provided in advance of and without consent, authority or permission that may be required of Planning and Building Permit requirements.

These requirements are undertaken and met by the Recipient.

- In the instance of a Project being delivered via an Auspice Arrangement, Baw Baw Shire Council will only liaise and engage with the Auspicor. The Auspicor is required to meet the terms and conditions of this Funding Agreement and manage their relationship with the Auspicee to deliver the project and ensure the requirements of the Funding Agreement will be met.
- The auspicor must retain the username rights to access SmartyGrants
- Baw Baw Shire Council recognises its role and responsibilities that support administration of this Funding Agreement (see Appendix 1). Baw Baw Shire Council will advise Recipients of any relevant changes that may come about where policies are revised or adopted.
- Where the Projects completion is impacted by circumstances beyond the control of the Recipient, Baw Baw Shire Council will work in good faith with the Recipient to determine those expenses that can be met by the Grant Funding Allocation. This requires the Recipient to provide-a true and honest account of circumstances and demonstrable expenses and where requested evidence of impact. Recipients will be required to complete information as requested by Baw Baw Shire Council, including but not limited to a Project Acquittal Report.

## G. Privacy

Baw Baw Shire Council recognises that your privacy is very important to you, and we are committed to safeguarding it.

All information collected is securely stored in SmartyGrants and Baw Baw Shire Council systems. Personal information will not be disclosed to any other external party without your consent, unless required or authorised by law. If the personal information is not collected, Baw Baw Shire Council may have difficulties in contacting you in a timely manner in relation to your application. If you wish to alter any of the personal information you have supplied to Baw Baw Shire Council, please contact Baw Baw Shire Council by telephone on (03) 5624 2411 or email: [bawbaw@bawbawshire.vic.gov.au](mailto:bawbaw@bawbawshire.vic.gov.au)

## H. Appendix

### APPENDIX 1

This Funding Agreement is made with consideration for Baw Baw Shire Council Policy and Plans as listed below. These documents are available via Baw Baw Shire Council's Website: [www.bawbawshire.vic.gov.au](http://www.bawbawshire.vic.gov.au)

- Fraud and Corruption Control Policy
- Child Safe Policy
- Community Financial Assistance Program
- Complaints Handling Policy
- Customer Service Charter
- Baw Baw Shire Council Plan
- Media Policy
- Procurement Policy
- Risk Management Policy
- Privacy Policy
- Social Media Policy
- Youth Policy

At the time this Funding Agreement was executed, plans and policies listed are current. Baw Baw Shire Council reserves the right to update these documents to ensure currency and as new policies are adopted relevant to this Funding Agreement extend the listing.