

SCHEDULE ONE

Grant Agreement Summary of Information

Folio Number	OTH13/34
Project	3200005
File Number	FG1/004/512
Recipient	City of Bunbury
Project/Event Name	Community Capacity Building Waterwise Kitchen Garden
Purpose	Funding provided towards the establishment of Waterwise Kitchen Garden as part of the Community Capacity Building - Place Making Strategy
	- Design of the garden
	- Commencement of implementation and construction
	- Completion of implementation and construction
	- SWDC and CoB to jointly coordinate and promote an Open Day for the garden
Address	PO Box 21
City	BUNBURY WA 6231
Telephone	9792 7000
Facsimile	9792 7184
E-mail	dsullivan@bunbury.wa.gov.au
Shire	City of Bunbury
Contact Person	Deanna Sullivan
Position	Team Leader - Community Development
ABN	61 002 948 455
GST Registered	Yes
Grant Amount	\$10,000.00
GST	\$1,000.00
Total Amount	\$11,000.00
Project Completion	30 April 2015
SWDC Officer	Deanna Furze

GRANT PAYMENT

Amount excluding GST	\$10,000.00
Grant Payment	Upon signing of the grant agreement and receipt of a tax invoice by South West Development Commission.
Grant Completion	30 April 2015
Acquittal Due	30 June 2015
Agreed Outcomes	Funding provided towards the establishment of Waterwise Kitchen Garden as part of the Community Capacity Building - Place Making Strategy

Special Condition SWDC funds to be matched by \$10,000 of funding from CoB. Maintenance and upkeep of the improvements are to be the responsibility of the City of Bunbury for the duration of the project. The Waterwise Kitchen Garden will be made available as a venue for community capacity building events and workshops. The SWDC Place Manager - Withers will establish and lead the community management committee for this initiative and liaise with the City of Bunbury as appropriate for a period of 6 months.

SCHEDULE 2

REPORTING REQUIREMENTS

- 1) Reports to be provided upon request and on acquittal of grant.
- 2) Evaluation Arrangements
 - (a) Provide in the acquittal an evaluation report outlining the effectiveness of the project against the agreed outcomes as set out in this Grant Agreement.
- 3) Provide a Statement of Income and Expenditure related to this Agreement by the acquittal due date as specified by the Grantor.
- 4) Provide a report on the achievements of the outcomes of the Commission's Disability Access and Inclusion Plan (template provided).
- 5) Where the Grant Funds are valued at under \$35,000, financial statements are to be certified by the Chairman, CEO or equivalent of the Organisation.
- 6) Where the Grant Funds are valued at \$35,000 or more, financial statements are to be certified by the Chairman, CEO of the Organisation, or equivalent AND certified by a professional auditor who is:
 - (a) Not an officer or employee of the Organisation;
 - (b) Registered as a company auditor or equivalent under a law in force in Western Australia; or
 - (c) A member or fellow of the Institute of Chartered Accountants, the Australian Society of Certified Practising Accountants or the Institute of Public Accountants.

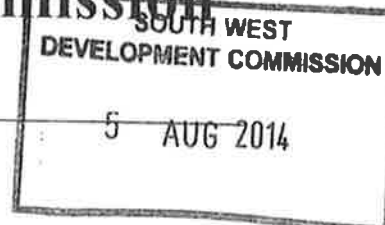
Report on the South West Development Commission's Disability Access and Inclusion Plan.

The plan can be obtained from

Website: www.swdc.wa.gov.au
 Email: grants@swdc.wa.gov.au
 Phone: 08 97922000.

Report By:	City of Bunbury
Date:	
Grant Folio:	OTH13/34
DAIP Outcome	Activities
All people have the same opportunities to access services and events.	
All people have the same opportunities to access buildings and other facilities.	
All people receive information in a format that will enable them to access information readily.	
All people receive the same level and quality of service from staff.	
All people have the same opportunities to make complaints.	
All people have the same opportunities to participate in any public consultation.	

South West Development Commission Grant Agreement



Folio Number	OTH14/42 OTH14/05	Project Number:	32001022
Established	17 July 2014	File Number:	FG1/004/521
Recipient	SWAMS Aboriginal Corporation		
Project/Event Name	Indigenous Hip Hop Project (IHHP) - Withers		
Purpose	This project will bring the IHHP to tour the SW region and conduct workshops, specifically in the Withers area. Workshops will enable students from schools within the area to learn new skills in the area of dance, song, writing, choreography and film production while also being encouraged to express themselves through a positive outlet - the development of a song with relevant dance routine and resulting film clip and community launch.		
Address	PO Box 1444		
City	BUNBURY WA 6231		
Telephone	9721 9256	Facsimile	9721 8375
Email	Nicole.Bowser@admin.swams.com.au		
Shire	City of Bunbury		
Contact Person	Nicole Bowser		
Position	Healthy Lifestyle Coordinator		
ABN	98 241 772 591	GST Registered	True
Grant Amount	\$5,000.00		
GST	\$ 500.00		
Total Amount	\$5,500.00		
Project Completion	07 November 2014		
SWDC Officer	Deanna Furze		

Grant Payment	1
Folio Number	OTH14/42
Recipient	SWAMS Aboriginal Corporation
Amount Excluding GST	\$5,000.00
Grant Payment	Upon signing of the grant agreement and receipt of a tax invoice by South West Development Commission.
Grant Completion	07 November 2014
Acquittal Date	07 January 2015
Agreed Outcome	Workshops will be held with the following schools in Withers:

- Adam Road Primary School;
- Maidens Park Primary School;
- Djidi Djidi Primary School (not in Withers but it's catchment area is Withers);
- Newtown Moore Senior High School

2. Participants will obtain skills in dance, choreography, song writing and film production which will build self-esteem and support leadership development. Students will also be exposed to information regarding healthy lifestyles including mental health supports, the importance of physical activity and healthy eating and the impact of tobacco use in the community.

3. A Community Launch will be held showcasing the dance routine, song and film developed through the workshops. Attendees and sponsors will be invited to attend and this event will a great way to publicly acknowledge the articipation of the attendees and their families.

Special Conditions

Collection and collation of statistics regarding attendance is the responsibility of SWAM/IHHP, and a report on attendance should be included in the acquittal of the funds.

SWDC funding must be acknowledged by:

- Inclusion of appropriate logos in all promotional material such as signs, forms, letters, press releases and flyers (copies to be included in acquittal), and
- Mentioned at Community Launch
- Invitations to attend the Community Launch for senior staff and Board

SWDC GRANT AGREEMENT

The recipient agrees to the following:

Acknowledgement

- a. To acknowledge the Commission and the State Government in all advertising, marketing, media and promotional activities associated with this Grant.

Grant Reporting

- a. To provide the Commission with a written project report upon request.
- b. To complete a grant acquittal at the conclusion of the project, and return this to the Commission with 60 days of the project completion date as stated in this Grant Agreement.
- c. To include in the acquittal an evaluation report outlining the effectiveness of the project against the agreed outcomes as set out in this Grant Agreement and attach a statement of income and expenditure for the project signed by the President or equivalent person of your organisation.
- d. To show how the Commission and State Government were recognized in advertising, marketing, media and promotional activities associated with this grant.

General

- a. This agreement shall terminate by mutual written consent between both parties, or on completion of the Grant Acquittal to the satisfaction of this Commission.
- b. The Recipient shall obtain all necessary insurances for the activities being funded by this grant.
- c. The Recipient shall indemnify the Commission and the State Government from any claims or liabilities arising from the activities being funded by this grant.
- d. The Recipient in conducting this project will consider the requirements of person with disabilities or special needs.

GRANT CONDITIONS

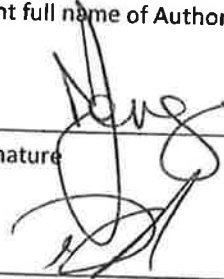
The grant is provided under the following terms and conditions:

1. The grant is to be used solely for the specified purpose approved by us during the funding period.
2. Any part of the grant funds that are not used in accordance with Condition 1 must be repaid to us unless you obtain our written approval.
3. If you cease carrying out the activities for which the grant was made or if we have terminated the arrangement on account of your breach of these Conditions then:
 - a. The balance of the grant monies unspent must be repaid to us; and
 - b. Any property acquired with the grant monies must be transferred to another not for profit organisation with similar objects and purposes to your organisation, provided our prior approval has been given.
4. Providing you with a grant does not mean that you are entitled to any further funding.
5. We will not be held responsible for the success of the approval purpose for which the grant is applied or for any losses or additional costs incurred that are the associated with the approved purpose.
6. You must comply with all Local, State and Commonwealth laws applicable to the approved purpose.
7. If you wish to change the approved purpose or seek an extension of the funding period you must obtain our prior written approval.
8. If you breach any of these terms and conditions, we can terminate the arrangement at any time and without giving you any prior notice.
9. You must provide us with any documents or information relating to the grant or the approved purpose that we ask for within ten (10) business days of receiving our request.
10. You must meet any payment conditions and/or reporting requirements as specified by us.
11. If the grant involves the supply of Services to the public, then the Organisation will:

- a. to the extent practicable, implement the Commission's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993; and
 - b. provide a report to the Commission on acquittal of the grant reporting on the extent to which the organisation has implemented the Commission's Disability Access Inclusion Plan.
12. You must allow the Auditor General for the State of Western Australia, or an authorised representative, to have access to and examine your records and information concerning this grant.
13. The total grant payment provided by us includes an amount to cover any liability for GST, if applicable.
14. For the purposes of clause 14:
- (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations; and
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- a. If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
 - b. The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
 - c. If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
 - (ii) the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the GST Act during the Term ; and
 - (iv) the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

For and on behalf of the Organisation:

NEIL FENG.
 Print full name of Authorised Person


 Signature

CHIEF EXECUTIVE OFFICER
 SOUTH WEST DEVELOPMENT COMMISSION

CEO
 Position of Authorised Person

Date 28/7/14

Date 6 August 2014

**SOUTH WEST DEVELOPMENT COMMISSION
GRANT AGREEMENT**

THIS GRANT AGREEMENT is made on Friday, 30 May 2014

BETWEEN:

**South West Development Commission
("Grantor")**

and

**City of Bunbury A.B.N. 61 002 948 455
("Organisation")**

RECITALS

The Organisation has applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this Grant Agreement, including its recitals and any schedules or annexures (if any).

Acquittal occurs when the Grantor has advised the Organisation that the reports and financial information provided by the Organisation in accordance with clause 3.6 are satisfactory.

Approved Purpose means the purpose or purposes set out in item 1 of Schedule 1.

Auditor means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the Institute of Public Accountants and who is independent from the Organisation.

Auditor General means the Auditor General for the State of Western Australia.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Grant Funds means the amount or amounts specified in Schedule 1.

Party means each of the Grantor or the Organisation as the context requires and **Parties** means both of them.

Project means the initiative or activities to be undertaken with the Grant Fund specified in Schedule 1.

2. PAYMENT OF GRANT FUNDS

Under the power invested in the South West Development Commission by the *Regional Development Commissions Act 1993* Clause 24 (1a) and subject to the terms and conditions of this Agreement, the Grantor will pay to the Organisation the Grant Funds in accordance with the payment schedule specified in Schedule 1.

3 OBLIGATIONS OF ORGANISATION

3.1 Use of Grant Payment

The Organisation will use the Grant Funds solely for the Approved Purpose.

3.2 No Changes

The Organisation will not make any changes to the Approved Purpose without the prior written consent of the Grantor.

3.3 No Endorsement

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

3.4 Acknowledgement of Grantor

The Organisation will acknowledge the Grantor and the State Government in all advertising, marketing, media and promotional activities associated with this Grant.

3.5 Requests for Information

The Organisation is to provide the Grantor with any documents or information relating to this Agreement or the Project within ten (10) business days of receiving such a request from the Grantor.

3.6 Accounts and Reporting

- (a) The Organisation is to provide the progress reports, evaluation reports and financial statements specified in Schedule 2.
- (b) The Organisation is to keep proper financial records in accordance with generally accepted accounting principles and practices.

3.7 Special Conditions of Grant

Disability Access and Inclusion Plan

If the Contract involves the supply of Services to the public, then the Organisation will:

- (a) to the extent practicable, implement the Grantor's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993; and
- (b) provide a report to the Grantor on acquittal of the grant reporting on the extent to which the organisation has implemented the Grantor's Disability Access and Inclusion Plan.

The Organisation agrees to comply with the special conditions (if any) specified in Schedule 1.

3.8 General Undertaking of Organisation

The Organisation must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity 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 State and Commonwealth laws, rules, regulations and by-laws;
- (e) cooperate fully with the Grantor in the administration of this Agreement; and
- (f) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Organisation's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Organisation with this Agreement.

4. REPAYMENT AND RETENTION OF GRANT FUNDS

The Organisation must repay to the Grantor any funds that the Grantor has paid which are not used in accordance with this Agreement unless there has been written agreement otherwise between the parties.

5. LIMITATION OF LIABILITY

The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose and is not liable for any losses which may be suffered by the Organisation in undertaking the Approved Purpose.

6. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL ADMINISTRATION AND AUDIT ACT 1985

- (a) The Organisation acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the Organisation.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006 and the Auditor General Act 2006* are not limited or affected by this Agreement.
- (c) The Organisation must allow the Auditor General, or an authorised representative, to have access to and examine the Organisation's records and information concerning this Agreement.

7. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out below; or
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out below;

Notice Addresses

- (a) Grantor South West Development Commission
Registered Mail: PO Box 2000
BUNBURY WA 6231
Facsimile: 97913223
Email: grants@swdc.wa.gov.au
 - (b) Organisation City of Bunbury
Registered Mail: PO Box 21
BUNBURY WA 6231
Facsimile: 9792 7184
Email: andrew.brien@bunbury.wa.gov.au
- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of facsimile, on the date of transmission; and
 - (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

8. DEFAULT AND TERMINATION

8.1 Event of Default by the Organisation

An Event of Default occurs if:

- (a) the Organisation breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Organisation by the Grantor;
- (b) the Organisation becomes insolvent or is deemed to be insolvent under the *Corporations Act (Cth)*; or
- (c) if the Grantor has reasonable grounds to believe that the Organisation is unwilling or unable to comply with its obligations under this Agreement.

8.2 Effect of Event of Default

If an Event of Default occurs, the Grantor may either:

- (a) terminate the Agreement by providing a further ten (10) business days notice in writing to the Organisation of the Event of Default; or
- (b) suspend payment of the Grant Funds until the Event of Default is remedied.



8.3 **Recommencement of Grant Payment**

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Organisation has rectified the Event of Default.

8.4 **Acquittal**

Unless earlier terminated, this Agreement will terminate at the time of Acquittal.

9. **GOODS AND SERVICES TAX (GST)**

- (a) For the purposes of clause 9:
- (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
- (c) The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
- (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
 - (ii) the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term ; and
 - (iv) the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

10. **RELATIONSHIP**

The Parties agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

11. 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 this Agreement, or any forbearance, delay or indulgence granted by one party to the other party, will not be construed as a waiver any rights.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

13. VARIATION

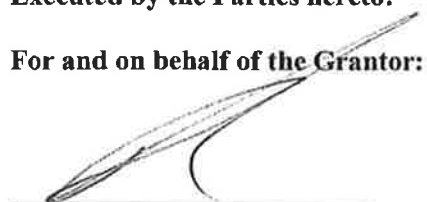
Any modification, amendment or other variation to this Agreement must be made in writing duly executed by both parties.

14. DISPUTE RESOLUTION

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

Executed by the Parties hereto:

For and on behalf of the Grantor:



 Signature of Authorised Person

Don Punch

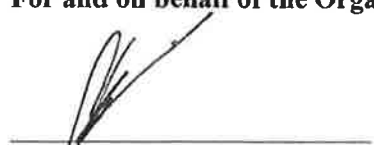
 Print full name of Authorised Person

Dated 17.14.

Chief Executive Officer

 Position of Authorised Person

For and on behalf of the Organisation:



 Signature of Authorised Person

Andrew Brien

 Print full name of Authorised Person

Dated _____

Chief Executive Officer

 Position of Authorised Person

SCHEDULE ONE

Grant Agreement Summary of Information

Folio Number	OTH13/36
Project	32001022
File Number	FG1/004/514
Recipient	City of Bunbury
Project/Event Name	CCTV Installation - Withers
Purpose	Funds to be utilised to install CCTV in key locations within the Withers suburb.
Address	PO Box 21
City	BUNBURY WA 6231
Telephone	9792 7000
Facsimile	9792 7184
E-mail	andrew.brien@bunbury.wa.gov.au
Shire	City of Bunbury
Contact Person	Andrew Brien
Position	Chief Executive Officer
ABN	61 002 948 455
GST Registered	Yes
Grant Amount	\$100,000.00
GST	\$10,000.00
Total Amount	\$110,000.00
Project Completion	29 August 2014
SWDC Officer	Marcus Turner



GRANT PAYMENT

Amount excluding GST	\$100,000.00
Grant Payment	Upon signing of the grant agreement and receipt of a tax invoice by South West Development Commission.
Grant Completion	29 August 2014
Acquittal Due	29 October 2014
Agreed Outcomes	Proposed CCTV sites to be identified and approved by the SWDC prior to installation.
Special Condition	SWDC signage and media recognition.

SCHEDULE 2

REPORTING REQUIREMENTS

- 1) Reports to be provided upon request and on acquittal of grant.
- 2) Evaluation Arrangements
 - (a) Provide in the acquittal an evaluation report outlining the effectiveness of the project against the agreed outcomes as set out in this Grant Agreement.
- 3) Provide a Statement of Income and Expenditure related to this Agreement by the acquittal due date as specified by the Grantor.
- 4) Provide a report on the achievements of the outcomes of the Commission's Disability Access and Inclusion Plan (template provided).
- 5) Where the Grant Funds are valued at under \$35,000, financial statements are to be certified by the Chairman, CEO or equivalent of the Organisation.
- 6) Where the Grant Funds are valued at \$35,000 or more, financial statements are to be certified by the Chairman, CEO of the Organisation, or equivalent AND certified by a professional auditor who is:
 - (a) Not an officer or employee of the Organisation;
 - (b) Registered as a company auditor or equivalent under a law in force in Western Australia; or
 - (c) A member or fellow of the Institute of Chartered Accountants, the Australian Society of Certified Practising Accountants or the Institute of Public Accountants.

Report on the South West Development Commission's Disability Access and Inclusion Plan.

The plan can be obtained from

Website: www.swdc.wa.gov.au
 Email: grants@swdc.wa.gov.au
 Phone: 08 97922000.

Report By:	City of Bunbury
Date:	
Grant Folio:	OTH13/36
DAIP Outcome	Activities
All people have the same opportunities to access services and events.	
All people have the same opportunities to access buildings and other facilities.	
All people receive information in a format that will enable them to access information readily.	
All people receive the same level and quality of service from staff.	
All people have the same opportunities to make complaints.	
All people have the same opportunities to participate in any public consultation.	

South West Development Commission Grant Agreement

Folio Number	OTH13/21	Project Number:	32001022
Established	13 January 2014	File Number:	FG1/004/494
Recipient	City of Bunbury		
Project/Event Name	Community Capacity Building Activities - Withers School Holiday Activities - Summer 2014		
Purpose	To fund, in partnership with City of Bunbury, a range of free innovative and engaging activities for primary school aged Withers residents during the 2014 summer school holidays.		
Address	PO Box 21		
City	BUNBURY WA 6231		
Telephone	9792 7000	Facsimile	9792 7184
Email	efindlay@bunbury.wa.gov.au		
Shire	City of Bunbury		
Contact Person	Erin Findlay		
Position	Manager of Libraries		
ABN	61 002 948 455	GST Registered	True
Grant Amount	\$1,300.00		
GST	\$ 130.00		
Total Amount	\$1,430.00		
Project Completion	28 February 2014		
SWDC Officer	Deanna Furze		

Milestone	1
Folio Number	OTH13/21
Recipient	City of Bunbury
Amount Excluding GST	\$1,300.00
Milestone Payment	Upon signing of the grant agreement and receipt of a tax invoice by South West Development Commission.
Milestone Completion	28 February 2014
Acquittal Date	30 April 2014
Agreed Outcome	SWDC funds are granted to complement and augment the existing City of Bunbury Withers Library program.
Special Conditions	<p>Funds are to be spent in accordance with the below schedule:</p> <ol style="list-style-type: none"> 1. Thursday 9th January 2014 - West Oz Wildlife - Bring animals into the library for interaction and learning with kids. 2. Thursday 16th January 2014 - Funkey Monkey Sports - Fun active games and sports. 3. Thursday 23rd January 2014 - Super Duper Sand Art - Coloured sand, funny faced bottles - get creative. 4. Thursday 30 January 2014 - Pizza Perfecto - Decorate chef's hat, learn fun facts, design and create pizza, take home to cook for lunch. Give out recipe card, cooking instructions and basil plant with instructions. <p>Marketing of this program is the responsibility of the City of Bunbury.</p> <p>SWDC's funding contribution is to be acknowledged in relevant media releases.</p> <p>SWDC's logo is to be used in relevant promotional material.</p>

SWDC GRANT AGREEMENT

The recipient agrees to the following:

Acknowledgement

- a. To acknowledge the Commission and the State Government in all advertising, marketing, media and promotional activities associated with this Grant.

Grant Reporting

- a. To provide the Commission with a written project report upon request.
- b. To complete a grant acquittal at the conclusion of the project, and return this to the Commission with 60 days of the project completion date as stated in this Grant Agreement.
- c. To include in the acquittal an evaluation report outlining the effectiveness of the project against the agreed outcomes as set out in this Grant Agreement and attach a statement of income and expenditure for the project signed by the President or equivalent person of your organisation.
- d. To show how the Commission and State Government were recognized in advertising, marketing, media and promotional activities associated with this grant.

General

- a. This agreement shall terminate by mutual written consent between both parties, or on completion of the Grant Acquittal to the satisfaction of this Commission.
- b. The Recipient shall obtain all necessary insurances for the activities being funded by this grant.
- c. The Recipient shall indemnify the Commission and the State Government from any claims or liabilities arising from the activities being funded by this grant.
- d. The Recipient in conducting this project will consider the requirements of person with disabilities or special needs.

GRANT CONDITIONS

The grant is provided under the following terms and conditions:

1. The grant is to be used solely for the specified purpose approved by us during the funding period.
2. Any part of the grant funds that are not used in accordance with Condition 1 must be repaid to us unless you obtain our written approval.
3. If you cease carrying out the activities for which the grant was made or if we have terminated the arrangement on account of your breach of these Conditions then:
 - a. The balance of the grant monies unspent must be repaid to us; and
 - b. Any property acquired with the grant monies must be transferred to another not for profit organisation with similar objects and purposes to your organisation, provided our prior approval has been given.
4. Providing you with a grant does not mean that you are entitled to any further funding.
5. We will not be held responsible for the success of the approval purpose for which the grant is applied or for any losses or additional costs incurred that are the associated with the approved purpose.
6. You must comply with all Local, State and Commonwealth laws applicable to the approved purpose.
7. If you wish to change the approved purpose or seek an extension of the funding period you must obtain our prior written approval.
8. If you breach any of these terms and conditions, we can terminate the arrangement at any time and without giving you any prior notice.
9. You must provide us with any documents or information relating to the grant or the approved purpose that we ask for within ten (10) business days of receiving our request.

10. You must meet any payment conditions and/or reporting requirements as specified by us.
11. If the grant involves the supply of Services to the public, then the Organisation will:
 - a. to the extent practicable, implement the Commission's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993; and
 - b. provide a report to the Commission on acquittal of the grant reporting on the extent to which the organisation has implemented the Commission's Disability Access Inclusion Plan.
12. You must allow the Auditor General for the State of Western Australia, or an authorised representative, to have access to and examine your records and information concerning this grant.
13. The total grant payment provided by us includes an amount to cover any liability for GST, if applicable.
14. For the purposes of clause 14:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations; and
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
 - a. If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
 - b. The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
 - c. If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
 - (ii) the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the GST Act during the Term; and
 - (iv) the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

For and on behalf of the Organisation:

Andrew George Brien
Print full name of Authorised Person

Signature

Chief Executive Officer
Position of Authorised Person

Date 20-01-2014

Date 25-1-14

CHIEF EXECUTIVE OFFICER
SOUTH WEST DEVELOPMENT COMMISSION

OTH13/21 FG1/004/494

SOUTH WEST DEVELOPMENT COMMISSION

DRAFT Agreement

Deanna Furze

Folio Number	MG13/22	Project Number:	32001022
Established	28 January 2014	File Number:	FG1/004/496
Recipient	City of Bunbury		
Project/Event Name	Love Where You Live		
Purpose	To fund the provision of free face painting and development of community collage as family activities to occur at the Withers screening of Cinefest Oz's.		
Address	PO Box 21		
City	BUNBURY WA 6231		
Telephone	9792 7000	Facsimile	9792 7184
Email	dsullivan@bunbury.wa.gov.au		
Shire	City of Bunbury		
Contact Person	Deanna Sullivan		
Position	Team Leader Community Development		
ABN	61 002 948 455	GST Registered	Yes
Grant Amount	\$ 800.00		
GST	\$ 80.00		
Total Amount	\$ 880.00		
Project Completion	14 February 2014		
SWDC Officer	Deanna Furze		

Milestone 1
Folio Number MG13/22
Recipient City of Bunbury
Amount Excluding GST \$ 800.00
Milestone Payment Upon receipt of a tax invoice by South West Development Commission.
Milestone Completion 14 February 2014
Acquittal Date 14 February 2014
Agreed Outcome These activities enable families to express why they 'Love Where They Live'
Special Conditions Nil

Approved By

~~Deanna Furze~~ *Anna Oades*

DRAFT Grant Agreement to be checked, approved and signed by Project Officer.

Please return to Grants Officer for creation of a Grant Agreement.

d - Oades

3/2/2014

APPROVED SIGNATURE

DATE

**SOUTH WEST
DEVELOPMENT COMMISSION**
11 AUG 2014

**SOUTH WEST DEVELOPMENT COMMISSION
GRANT AGREEMENT**

THIS GRANT AGREEMENT is made on Tuesday, 5 August 2014

BETWEEN:

**South West Development Commission
("Grantor")**

and

**City of Bunbury A.B.N. 61 002 948 455
("Organisation")**

RECITALS

The Organisation has applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this Grant Agreement, including its recitals and any schedules or annexures (if any).

Acquittal occurs when the Grantor has advised the Organisation that the reports and financial information provided by the Organisation in accordance with clause 3.6 are satisfactory.

Approved Purpose means the purpose or purposes set out in item 1 of Schedule 1.

Auditor means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the Institute of Public Accountants and who is independent from the Organisation.

Auditor General means the Auditor General for the State of Western Australia.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Grant Funds means the amount or amounts specified in Schedule 1.

Party means each of the Grantor or the Organisation as the context requires and **Parties** means both of them.

Project means the initiative or activities to be undertaken with the Grant Fund specified in Schedule 1.

2. PAYMENT OF GRANT FUNDS

Under the power invested in the South West Development Commission by the *Regional Development Commissions Act 1993* Clause 24 (1a) and subject to the terms and conditions of this Agreement, the Grantor will pay to the Organisation the Grant Funds in accordance with the payment schedule specified in Schedule 1.

3 OBLIGATIONS OF ORGANISATION

3.1 Use of Grant Payment

The Organisation will use the Grant Funds solely for the Approved Purpose.

3.2 No Changes

The Organisation will not make any changes to the Approved Purpose without the prior written consent of the Grantor.

3.3 No Endorsement

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

3.4 Acknowledgement of Grantor

The Organisation will acknowledge the Grantor and the State Government in all advertising, marketing, media and promotional activities associated with this Grant.

3.5 Requests for Information

The Organisation is to provide the Grantor with any documents or information relating to this Agreement or the Project within ten (10) business days of receiving such a request from the Grantor.

3.6 Accounts and Reporting

- (a) The Organisation is to provide the progress reports, evaluation reports and financial statements specified in Schedule 2.
- (b) The Organisation is to keep proper financial records in accordance with generally accepted accounting principles and practices.

3.7 Special Conditions of Grant

Disability Access and Inclusion Plan

If the Contract involves the supply of Services to the public, then the Organisation will:

- (a) to the extent practicable, implement the Grantor's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993; and
- (b) provide a report to the Grantor on acquittal of the grant reporting on the extent to which the organisation has implemented the Grantor's Disability Access and Inclusion Plan.

The Organisation agrees to comply with the special conditions (if any) specified in Schedule 1.

3.8 General Undertaking of Organisation

The Organisation must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity 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 State and Commonwealth laws, rules, regulations and by-laws;
- (e) cooperate fully with the Grantor in the administration of this Agreement; and
- (f) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Organisation's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Organisation with this Agreement.

4. REPAYMENT AND RETENTION OF GRANT FUNDS

The Organisation must repay to the Grantor any funds that the Grantor has paid which are not used in accordance with this Agreement unless there has been written agreement otherwise between the parties.

5. LIMITATION OF LIABILITY

The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose and is not liable for any losses which may be suffered by the Organisation in undertaking the Approved Purpose.

6. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL ADMINISTRATION AND AUDIT ACT 1985

- (a) The Organisation acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the Organisation.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* and the *Auditor General Act 2006* are not limited or affected by this Agreement.
- (c) The Organisation must allow the Auditor General, or an authorised representative, to have access to and examine the Organisation's records and information concerning this Agreement.

7. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out below; or
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out below;

Notice Addresses

- (a) Grantor South West Development Commission
Registered Mail: PO Box 2000
BUNBURY WA 6231
Facsimile: 9791 3223
Email: grants@swdc.wa.gov.au
- (b) Organisation City of Bunbury
Registered Mail: PO Box 21
BUNBURY WA 6231
Facsimile: 9792 7184
Email: dsullivan@bunbury.wa.gov.au

- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

8. DEFAULT AND TERMINATION

8.1 Event of Default by the Organisation

An Event of Default occurs if:

- (a) the Organisation breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Organisation by the Grantor;
- (b) the Organisation becomes insolvent or is deemed to be insolvent under the *Corporations Act (Cth)*; or
- (c) if the Grantor has reasonable grounds to believe that the Organisation is unwilling or unable to comply with its obligations under this Agreement.

8.2 Effect of Event of Default

If an Event of Default occurs, the Grantor may either:

- (a) terminate the Agreement by providing a further ten (10) business days notice in writing to the Organisation of the Event of Default; or
- (b) suspend payment of the Grant Funds until the Event of Default is remedied.

8.3 **Recommencement of Grant Payment**

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Organisation has rectified the Event of Default.

8.4 **Acquittal**

Unless earlier terminated, this Agreement will terminate at the time of Acquittal.

9. **GOODS AND SERVICES TAX (GST)**

- (a) For the purposes of clause 9:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
- (c) The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
 - (ii) the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term ; and
 - (iv) the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

10. **RELATIONSHIP**

The Parties agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

11. 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 this Agreement, or any forbearance, delay or indulgence granted by one party to the other party, will not be construed as a waiver any rights.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

13. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing duly executed by both parties.

14. DISPUTE RESOLUTION

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

Executed by the Parties hereto:

For and on behalf of the Grantor:



Signature of Authorised Person

Don Punch
Print full name of Authorised Person

Dated 12.8.14

Chief Executive Officer
Position of Authorised Person

For and on behalf of the Organisation:



Signature of Authorised Person

Andrew Brien
Print full name of Authorised Person

Dated 06/07/2014

Chief Executive Officer
Position of Authorised Person

SCHEDULE ONE

Grant Agreement Summary of Information

Folio Number	OTH13/06
Project	32001022
File Number	FG1/003/188
Recipient	City of Bunbury
Project/Event Name	Des Ugle Park - Withers Urban Renewal Strategy
Purpose	Funds to be utilised for park renewal at Des Ugle Park.
Address	PO Box 21
City	BUNBURY WA 6231
Telephone	9792 7000
Facsimile	9792 7184
E-mail	andrew.brien@bunbury.wa.gov.au
Shire	City of Bunbury
Contact Person	Andrew Brien
Position	Chief Executive Officer
ABN	61 002 948 455
GST Registered	Yes
Grant Amount	\$300,000.00
GST	\$30,000.00
Total Amount	\$330,000.00
Project Completion	30 June 2014
SWDC Officer	Marcus Turner

Milestone	1
Amount excluding GST	\$300,000.00
Milestone Payment	Upon signing of the grant agreement and receipt of a tax invoice by South West Development Commission.
Milestone Completion	30 June 2014
Acquittal Due	30 August 2014
Agreed Outcomes	1. Early and comprehensive improvement of parks and accessible playground equipment to be undertaken with a particular focus on Des Ugle Park, then improvements to DC Foster Park, Moriaty Park and Ashrose Reserve.
Special Condition	<ol style="list-style-type: none"> 1. Commencement of works at Des Ugle Park to occur within 3 weeks of signing Grant Agreement. 2. Completion of project 30 weeks from commencement of the Des Ugle Park renewal.

SCHEDULE 2

REPORTING REQUIREMENTS

- 1) Reports to be provided upon request and on acquittal of grant.
- 2) Evaluation Arrangements
 - (a) Provide in the acquittal an evaluation report outlining the effectiveness of the project against the agreed outcomes as set out in this Grant Agreement.
- 3) Provide a Statement of Income and Expenditure related to this Agreement by the acquittal due date as specified by the Grantor.
- 4) Provide a report on the achievements of the outcomes of the Commission's Disability Access and Inclusion Plan (template provided).
- 5) Where the Grant Funds are valued at under \$35,000, financial statements are to be certified by the Chairman, CEO or equivalent of the Organisation.
- 6) Where the Grant Funds are valued at \$35,000 or more, financial statements are to be certified by the Chairman, CEO of the Organisation, or equivalent AND certified by a professional auditor who is:
 - (a) Not an officer or employee of the Organisation;
 - (b) Registered as a company auditor or equivalent under a law in force in Western Australia; or
 - (c) A member or fellow of the Institute of Chartered Accountants, the Australian Society of Certified Practising Accountants or the National Institute of Accountants.

Report on the South West Development Commission's Disability Access and Inclusion Plan.

The plan can be obtained from

Website: www.swdc.wa.gov.au

Email: grants@swdc.wa.gov.au

Phone: 97922000.

Report By:	City of Bunbury
Date:	
Grant Folio:	OTH13/06
DAIP Outcome	Activities
All people have the same opportunities to access services and events.	
All people have the same opportunities to access buildings and other facilities.	
All people receive information in a format that will enable them to access information readily.	
All people receive the same level and quality of service from staff.	
All people have the same opportunities to make complaints.	
All people have the same opportunities to participate in any public consultation.	

**SOUTH WEST DEVELOPMENT COMMISSION
GRANT AGREEMENT**

THIS GRANT AGREEMENT is made on Tuesday, 11 March 2014

BETWEEN:

**South West Development Commission
("Grantor")**

and

**Housing Authority A.B.N. 56 167 671 885
("Organisation")**

RECITALS

The Organisation has applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this Grant Agreement, including its recitals and any schedules or annexures (if any).

Acquittal occurs when the Grantor has advised the Organisation that the reports and financial information provided by the Organisation in accordance with clause 3.6 are satisfactory.

Approved Purpose means the purpose or purposes set out in item 1 of Schedule 1.

Auditor means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the Institute of Public Accountants and who is independent from the Organisation.

Auditor General means the Auditor General for the State of Western Australia.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Grant Funds means the amount or amounts specified in Schedule 1.

Party means each of the Grantor or the Organisation as the context requires and **Parties** means both of them.

Project means the initiative or activities to be undertaken with the Grant Fund specified in Schedule 1.

2. PAYMENT OF GRANT FUNDS

Under the power invested in the South West Development Commission by the *Regional Development Commissions Act 1993* Clause 24 (1a) and subject to the terms and conditions of this Agreement, the Grantor will pay to the Organisation the Grant Funds in accordance with the payment schedule specified in Schedule 1.

3 OBLIGATIONS OF ORGANISATION

3.1 Use of Grant Payment

The Organisation will use the Grant Funds solely for the Approved Purpose.

3.2 No Changes

The Organisation will not make any changes to the Approved Purpose without the prior written consent of the Grantor.

3.3 No Endorsement

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

3.4 Acknowledgement of Grantor

The Organisation will acknowledge the Grantor and the State Government in all advertising, marketing, media and promotional activities associated with this Grant.

3.5 Requests for Information

The Organisation is to provide the Grantor with any documents or information relating to this Agreement or the Project within ten (10) business days of receiving such a request from the Grantor.

3.6 Accounts and Reporting

- (a) The Organisation is to provide the progress reports, evaluation reports and financial statements specified in Schedule 2.
- (b) The Organisation is to keep proper financial records in accordance with generally accepted accounting principles and practices.

3.7 Special Conditions of Grant

Disability Access and Inclusion Plan

If the Contract involves the supply of Services to the public, then the Organisation will:

- (a) to the extent practicable, implement the Grantor's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993; and
- (b) provide a report to the Grantor on acquittal of the grant reporting on the extent to which the organisation has implemented the Grantor's Disability Access and Inclusion Plan.

The Organisation agrees to comply with the special conditions (if any) specified in Schedule 1.

3.8 General Undertaking of Organisation

The Organisation must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity 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 State and Commonwealth laws, rules, regulations and by-laws;
- (e) cooperate fully with the Grantor in the administration of this Agreement; and
- (f) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Organisation's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Organisation with this Agreement.

4. REPAYMENT AND RETENTION OF GRANT FUNDS

The Organisation must repay to the Grantor any funds that the Grantor has paid which are not used in accordance with this Agreement unless there has been written agreement otherwise between the parties.

5. LIMITATION OF LIABILITY

The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose and is not liable for any losses which may be suffered by the Organisation in undertaking the Approved Purpose.

6. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL ADMINISTRATION AND AUDIT ACT 1985

- (a) The Organisation acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the Organisation.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006 and the Auditor General Act 2006* are not limited or affected by this Agreement.
- (c) The Organisation must allow the Auditor General, or an authorised representative, to have access to and examine the Organisation's records and information concerning this Agreement.

7. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out below; or
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out below;

Notice Addresses

- (a) Grantor South West Development Commission
Registered Mail: PO Box 2000
 BUNBURY WA 6231
Facsimile: 97913223
Email: grants@swdc.wa.gov.au
- (b) Organisation Housing Authority
Registered Mail: 169 Hay Street
 EAST PERTH WA 6004
Facsimile:
Email: richard.elliott@housing.wa.gov.au

- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

8. DEFAULT AND TERMINATION

8.1 Event of Default by the Organisation

An Event of Default occurs if:

- (a) the Organisation breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Organisation by the Grantor;
- (b) the Organisation becomes insolvent or is deemed to be insolvent under the *Corporations Act (Cth)*; or
- (c) if the Grantor has reasonable grounds to believe that the Organisation is unwilling or unable to comply with its obligations under this Agreement.

8.2 Effect of Event of Default

If an Event of Default occurs, the Grantor may either:

- (a) terminate the Agreement by providing a further ten (10) business days notice in writing to the Organisation of the Event of Default; or
- (b) suspend payment of the Grant Funds until the Event of Default is remedied.

8.3 **Recommencement of Grant Payment**

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Organisation has rectified the Event of Default.

8.4 **Acquittal**

Unless earlier terminated, this Agreement will terminate at the time of Acquittal.

9. **GOODS AND SERVICES TAX (GST)**

- (a) For the purposes of clause 9:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
- (c) The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
 - (ii) the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term ; and
 - (iv) the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

10. **RELATIONSHIP**

The Parties agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

11. 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 this Agreement, or any forbearance, delay or indulgence granted by one party to the other party, will not be construed as a waiver any rights.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

13. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing duly executed by both parties.

14. DISPUTE RESOLUTION

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

Executed by the Parties hereto:

For and on behalf of the Grantor:



Signature of Authorised Person

Don Punch

Print full name of Authorised Person

Dated 26.3.14

Chief Executive Officer

Position of Authorised Person

For and on behalf of the Organisation:



Signature of Authorised Person

Richard Elliot

Print full name of Authorised Person

Dated 24/03/14

Manager

Position of Authorised Person

SCHEDULE ONE

Grant Agreement Summary of Information

Folio Number	OTH13/10
Project	32001022
File Number	FG1/004/440
Recipient	Housing Authority
Project/Event Name	Withers Housing Structure Planning and Community Design
Purpose	Funds to assist in conducting housing structure planning and community design.
Address	169 Hay Street
City	EAST PERTH WA 6004
Telephone	0418918299
Facsimile	
E-mail	richard.elliott@housing.wa.gov.au
Shire	City of Bunbury
Contact Person	Richard Elliot
Position	Manager
ABN	56 167 671 885
GST Registered	Yes
Grant Amount	\$30,000.00
GST	\$3,000.00
Total Amount	\$33,000.00
Project Completion	30 September 2014
SWDC Officer	Marcus Turner

GRANT PAYMENT

Amount excluding GST	\$30,000.00
Grant Payment	Upon signing of the grant agreement and receipt of a tax invoice by South West Development Commission.
Grant Completion	30 September 2014
Acquittal Due	30 November 2014
Agreed Outcomes	Completion of plan will give direction for further Department of Housing work within the Withers suburb.
Special Condition	Nil

SCHEDULE 2

REPORTING REQUIREMENTS

- 1) Reports to be provided upon request and on acquittal of grant.
- 2) Evaluation Arrangements
 - (a) Provide in the acquittal an evaluation report outlining the effectiveness of the project against the agreed outcomes as set out in this Grant Agreement.
- 3) Provide a Statement of Income and Expenditure related to this Agreement by the acquittal due date as specified by the Grantor.
- 4) Provide a report on the achievements of the outcomes of the Commission's Disability Access and Inclusion Plan (template provided).
- 5) Where the Grant Funds are valued at under \$35,000, financial statements are to be certified by the Chairman, CEO or equivalent of the Organisation.
- 6) Where the Grant Funds are valued at \$35,000 or more, financial statements are to be certified by the Chairman, CEO of the Organisation, or equivalent AND certified by a professional auditor who is:
 - (a) Not an officer or employee of the Organisation;
 - (b) Registered as a company auditor or equivalent under a law in force in Western Australia; or
 - (c) A member or fellow of the Institute of Chartered Accountants, the Australian Society of Certified Practising Accountants or the Institute of Public Accountants.

Report on the South West Development Commission's Disability Access and Inclusion Plan.

The plan can be obtained from

Website: www.swdc.wa.gov.au

Email: grants@swdc.wa.gov.au

Phone: 08 97922000.

Report By:	Housing Authority
Date:	
Grant Folio:	OTH13/10
DAIP Outcome	Activities
All people have the same opportunities to access services and events.	
All people have the same opportunities to access buildings and other facilities.	
All people receive information in a format that will enable them to access information readily.	
All people receive the same level and quality of service from staff.	
All people have the same opportunities to make complaints.	
All people have the same opportunities to participate in any public consultation.	

SCHEDULE ONE

Grant Agreement Summary of Information

Folio Number	OTH13/06
Project	32001022
File Number	FG1/003/188
Recipient	City of Bunbury
Project/Event Name	Des Ugle Park - Withers Urban Renewal Strategy
Purpose	Funds to be utilised for park renewal at Des Ugle Park.
Address	PO Box 21
City	BUNBURY WA 6231
Telephone	9792 7000
Facsimile	9792 7184
E-mail	andrew.brien@bunbury.wa.gov.au
Shire	City of Bunbury
Contact Person	Andrew Brien
Position	Chief Executive Officer
ABN	61 002 948 455
GST Registered	Yes
Grant Amount	\$300,000.00
GST	\$30,000.00
Total Amount	\$330,000.00
Project Completion	30 June 2014
SWDC Officer	Marcus Turner



**SOUTH WEST
DEVELOPMENT COMMISSION**

21 OCT 2013

**SOUTH WEST DEVELOPMENT COMMISSION
GRANT AGREEMENT**

THIS GRANT AGREEMENT is made on Tuesday, 8 October 2013

BETWEEN:

**South West Development Commission
("Grantor")**

and

**City of Bunbury A.B.N. 61 002 948 455
("Organisation")**

RECITALS

The Organisation has applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this Grant Agreement, including its recitals and any schedules or annexures (if any).

Acquittal occurs when the Grantor has advised the Organisation that the reports and financial information provided by the Organisation in accordance with clause 3.6 are satisfactory.

Approved Purpose means the purpose or purposes set out in item 1 of Schedule 1.

Auditor means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants and who is independent from the Organisation.

Auditor General means the Auditor General for the State of Western Australia.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Grant Funds means the amount or amounts specified in Schedule 1.

Party means each of the Grantor or the Organisation as the context requires and **Parties** means both of them.

Project means the initiative or activities to be undertaken with the Grant Fund specified in Schedule 1.

2. PAYMENT OF GRANT FUNDS

Under the power invested in the South West Development Commission by the *Regional Development Commissions Act 1993* Clause 24 (1a) and subject to the terms and conditions of this Agreement, the Grantor will pay to the Organisation the Grant Funds in accordance with the payment schedule specified in Schedule 1.

3 OBLIGATIONS OF ORGANISATION

3.1 Use of Grant Payment

The Organisation will use the Grant Funds solely for the Approved Purpose.

3.2 No Changes

The Organisation will not make any changes to the Approved Purpose without the prior written consent of the Grantor.

3.3 No Endorsement

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

3.4 Acknowledgement of Grantor

The Organisation will acknowledge the Commission and the State Government in all advertising, marketing, media and promotional activities associated with this Grant.

3.5 Requests for Information

The Organisation is to provide the Grantor with any documents or information relating to this Agreement or the Project within ten (10) business days of receiving such a request from the Grantor.

3.6 Accounts and Reporting

- (a) The Organisation is to provide the progress reports, evaluation reports and financial statements specified in Schedule 2.
- (b) The Organisation is to keep proper financial records in accordance with generally accepted accounting principles and practices.

3.7 Special Conditions of Grant

Disability Access and Inclusion Plan

If the Contract involves the supply of Services to the public, then the Organisation will:

- (a) to the extent practicable, implement the Commission's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993; and
- (b) provide a report to the Commission on acquittal of the grant reporting on the extent to which the organisation has implemented the Commission's Disability Access and Inclusion Plan.

The Organisation agrees to comply with the special conditions (if any) specified in Schedule 1.

3.8 General Undertaking of Organisation

The Organisation must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity 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 State and Commonwealth laws, rules, regulations and by-laws;
- (e) cooperate fully with the Grantor in the administration of this Agreement; and
- (f) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Organisation's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Organisation with this Agreement.

4. REPAYMENT AND RETENTION OF GRANT FUNDS

The Organisation must repay to the Grantor any funds that the Grantor has paid which are not used in accordance with this Agreement unless there has been written agreement otherwise between the parties.

5. LIMITATION OF LIABILITY

The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose and is not liable for any losses which may be suffered by the Organisation in undertaking the Approved Purpose.

6. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL ADMINISTRATION AND AUDIT ACT 1985

- (a) The Organisation acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the Organisation.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Administration and Audit Act 1985 (WA)* are not limited or affected by this Agreement.
- (c) The Organisation must allow the Auditor General, or an authorised representative, to have access to and examine the Organisation's records and information concerning this Agreement.

7. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out below; or
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out below;

Notice Addresses

- (a) Grantor South West Development Commission
Registered Mail: PO Box 2000
BUNBURY WA 6231
Facsimile: 97913223
Email: grants@swdc.wa.gov.au
- (b) Organisation City of Bunbury
Registered Mail: PO Box 21
BUNBURY WA 6231
Facsimile: 9792 7184
Email: andrew.brien@bunbury.wa.gov.au

- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

8. DEFAULT AND TERMINATION

8.1 Event of Default by the Organisation

An Event of Default occurs if:

- (a) the Organisation breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Organisation by the Grantor;
- (b) the Organisation becomes insolvent or is deemed to be insolvent under the *Corporations Act (Cth)*; or
- (c) if the Grantor has reasonable grounds to believe that the Organisation is unwilling or unable to comply with its obligations under this Agreement.

8.2 Effect of Event of Default

If an Event of Default occurs, the Grantor may either:

- (a) terminate the Agreement by providing a further ten (10) business days notice in writing to the Organisation of the Event of Default; or
- (b) suspend payment of the Grant Funds until the Event of Default is remedied.

8.3 **Recommencement of Grant Payment**

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Organisation has rectified the Event of Default.

8.4 **Acquittal**

Unless earlier terminated, this Agreement will terminate at the time of Acquittal.

9. **GOODS AND SERVICES TAX (GST)**

- (a) For the purposes of clause 9:
- (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
- (c) The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
- (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
 - (ii) the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term ; and
 - (iv) the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

10. **RELATIONSHIP**

The Parties agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

11. 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 this Agreement, or any forbearance, delay or indulgence granted by one party to the other party, will not be construed as a waiver any rights.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

13. VARIATION

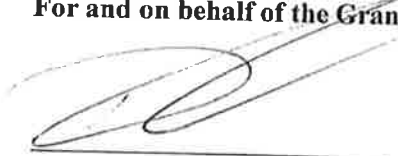
Any modification, amendment or other variation to this Agreement must be made in writing duly executed by both parties.

14. DISPUTE RESOLUTION

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

Executed by the Parties hereto:

For and on behalf of the Grantor:



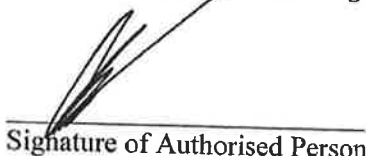
Signature of Authorised Person

Dated 23.10.12

Don Punch
Print full name of Authorised Person

Chief Executive Officer
Position of Authorised Person

For and on behalf of the Organisation:



Signature of Authorised Person

Dated 21/10/12

Andrew Brien
Print full name of Authorised Person

Chief Executive Officer
Position of Authorised Person

Milestone	1
Amount excluding GST	\$300,000.00
Milestone Payment	Upon signing of the grant agreement and receipt of a tax invoice by South West Development Commission.
Milestone Completion	30 June 2014
Acquittal Due	30 August 2014
Agreed Outcomes	1. Early and comprehensive improvement of parks and accessible playground equipment to be undertaken with a particular focus on Des Ugle Park, then improvements to DC Foster Park, Moriaty Park and Ashrose Reserve.
Special Condition	<ol style="list-style-type: none"> 1. Commencement of works at Des Ugle Park to occur within 3 weeks of signing Grant Agreement. 2. Completion of project 30 weeks from commencement of the Des Ugle Park renewal.

SCHEDULE 2

REPORTING REQUIREMENTS

- 1) Reports to be provided upon request and on acquittal of grant.
- 2) Evaluation Arrangements
 - (a) Provide in the acquittal an evaluation report outlining the effectiveness of the project against the agreed outcomes as set out in this Grant Agreement.
- 3) Provide a Statement of Income and Expenditure related to this Agreement by the acquittal due date as specified by the Grantor.
- 4) Provide a report on the achievements of the outcomes of the Commission's Disability Access and Inclusion Plan (template provided).
- 5) Where the Grant Funds are valued at under \$35,000, financial statements are to be certified by the Chairman, CEO or equivalent of the Organisation.
- 6) Where the Grant Funds are valued at \$35,000 or more, financial statements are to be certified by the Chairman, CEO of the Organisation, or equivalent AND certified by a professional auditor who is:
 - (a) Not an officer or employee of the Organisation;
 - (b) Registered as a company auditor or equivalent under a law in force in Western Australia; or
 - (c) A member or fellow of the Institute of Chartered Accountants, the Australian Society of Certified Practising Accountants or the National Institute of Accountants.

Report on the South West Development Commission's Disability Access and Inclusion Plan.

The plan can be obtained from

Website: www.swdc.wa.gov.au

Email: grants@swdc.wa.gov.au

Phone: 97922000.

Report By:	City of Bunbury
Date:	
Grant Folio:	OTH13/06
DAIP Outcome	Activities
All people have the same opportunities to access services and events.	
All people have the same opportunities to access buildings and other facilities.	
All people receive information in a format that will enable them to access information readily.	
All people receive the same level and quality of service from staff.	
All people have the same opportunities to make complaints.	
All people have the same opportunities to participate in any public consultation.	

South West Development Commission Grant Agreement



Folio Number	OTH13/25	Project Number:	32001022
Established	21 February 2014	File Number:	FG1/004/499
Recipient	Leschenault Community Nursery Inc		
Project/Event Name	Community Capacity Building Workshops		
Purpose	To fund the provision of 6 free 2 hour community capacity building workshops.		
Address	PO Box 4086		
City	BUNBURY WA 6231		
Telephone	9791 4670	Facsimile	
Email	enquiries@leschenaultcommunitynursery.com.au		
Shire	City of Bunbury		
Contact Person	Grant Pronk		
Position	Manager		
ABN	51 452 979 880	GST Registered	True
Grant Amount	\$1,500.00		
GST	\$ 150.00		
Total Amount	\$1,650.00		
Project Completion	31 August 2014		
SWDC Officer	Deanna Furze		

Grant Payment	1
Folio Number	OTH13/25
Recipient	Leschenault Community Nursery Inc
Amount Excluding GST	\$1,500.00
Grant Payment	Upon signing of the grant agreement and receipt of a tax invoice by South West Development Commission.
Grant Completion	31 August 2014
Acquittal Date	30 October 2014
Agreed Outcome	<p>Provision of 6 workshops as listed with all provisions of materials provided.</p> <ul style="list-style-type: none"> • Introduction to 'Waterwise Gardening', 15 February 2014. • Improving 'Your Soil Conditions', 15 March 2014. • Basic Landscaping, 19 April 2014. • Being 'Waterwise in the Garden', 17 May 2014. • Garden Maintenance, 21 June 2014. • How to 'Propagate Native Seedlings and Cuttings', 19 July 2014.
Special Conditions	Nil

SWDC GRANT AGREEMENT

The recipient agrees to the following:

Acknowledgement

- a. To acknowledge the Commission and the State Government in all advertising, marketing, media and promotional activities associated with this Grant.

Grant Reporting

- a. To provide the Commission with a written project report upon request.
- b. To complete a grant acquittal at the conclusion of the project, and return this to the Commission with 60 days of the project completion date as stated in this Grant Agreement.
- c. To include in the acquittal an evaluation report outlining the effectiveness of the project against the agreed outcomes as set out in this Grant Agreement and attach a statement of income and expenditure for the project signed by the President or equivalent person of your organisation.
- d. To show how the Commission and State Government were recognized in advertising, marketing, media and promotional activities associated with this grant.

General

- a. This agreement shall terminate by mutual written consent between both parties, or on completion of the Grant Acquittal to the satisfaction of this Commission.
- b. The Recipient shall obtain all necessary insurances for the activities being funded by this grant.
- c. The Recipient shall indemnify the Commission and the State Government from any claims or liabilities arising from the activities being funded by this grant.
- d. The Recipient in conducting this project will consider the requirements of person with disabilities or special needs.

GRANT CONDITIONS

The grant is provided under the following terms and conditions:

1. The grant is to be used solely for the specified purpose approved by us during the funding period.
2. Any part of the grant funds that are not used in accordance with Condition 1 must be repaid to us unless you obtain our written approval.
3. If you cease carrying out the activities for which the grant was made or if we have terminated the arrangement on account of your breach of these Conditions then:
 - a. The balance of the grant monies unspent must be repaid to us; and
 - b. Any property acquired with the grant monies must be transferred to another not for profit organisation with similar objects and purposes to your organisation, provided our prior approval has been given.
4. Providing you with a grant does not mean that you are entitled to any further funding.
5. We will not be held responsible for the success of the approval purpose for which the grant is applied or for any losses or additional costs incurred that are the associated with the approved purpose.
6. You must comply with all Local, State and Commonwealth laws applicable to the approved purpose.
7. If you wish to change the approved purpose or seek an extension of the funding period you must obtain our prior written approval.
8. If you breach any of these terms and conditions, we can terminate the arrangement at any time and without giving you any prior notice.
9. You must provide us with any documents or information relating to the grant or the approved purpose that we ask for within ten (10) business days of receiving our request.

10. You must meet any payment conditions and/or reporting requirements as specified by us.
11. If the grant involves the supply of Services to the public, then the Organisation will:
- to the extent practicable, implement the Commission's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993; and
 - provide a report to the Commission on acquittal of the grant reporting on the extent to which the organisation has implemented the Commission's Disability Access Inclusion Plan.
12. You must allow the Auditor General for the State of Western Australia, or an authorised representative, to have access to and examine your records and information concerning this grant.
13. The total grant payment provided by us includes an amount to cover any liability for GST, if applicable.
14. For the purposes of clause 14:
- "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
 - "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations; and
 - the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
 - If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
 - The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
 - If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
 - the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term; and
 - the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

For and on behalf of the Organisation:

NEIL KEVIN THOMSON

 Print full name of Authorised Person

 Position of Authorised Person

 Signature

 Date

 CHIEF EXECUTIVE OFFICER
 SOUTH WEST DEVELOPMENT COMMISSION

 Date 4/4/14

OTH13/25 FG1/004/499

South West Development Commission Grant Agreement



Folio Number	OTH13/25	Project Number:	32001022
Established	21 February 2014	File Number:	FG1/004/499
Recipient	Leschenault Community Nursery Inc		
Project/Event Name	Community Capacity Building Workshops		
Purpose	To fund the provision of 6 free 2 hour community capacity building workshops.		
Address	PO Box 4086		
City	BUNBURY WA 6231		
Telephone	9791 4670	Facsimile	
Email	enquiries@leschenaultcommunitynursery.com.au		
Shire	City of Bunbury		
Contact Person	Grant Pronk		
Position	Manager		
ABN	51 452 979 880	GST Registered	True
Grant Amount	\$1,500.00		
GST	\$ 150.00		
Total Amount	\$1,650.00		
Project Completion	31 August 2014		
SWDC Officer	Deanna Furze		

Grant Payment	1
Folio Number	OTH13/25
Recipient	Leschenault Community Nursery Inc
Amount Excluding GST	\$1,500.00
Grant Payment	Upon signing of the grant agreement and receipt of a tax invoice by South West Development Commission.
Grant Completion	31 August 2014
Acquittal Date	30 October 2014
Agreed Outcome	<p>Provision of 6 workshops as listed with all provisions of materials provided.</p> <ul style="list-style-type: none"> • Introduction to 'Waterwise Gardening', 15 February 2014. • Improving 'Your Soil Conditions', 15 March 2014. • Basic Landscaping, 19 April 2014. • Being 'Waterwise in the Garden', 17 May 2014. • Garden Maintenance, 21 June 2014. • How to 'Propagate Native Seedlings and Cuttings', 19 July 2014.
Special Conditions	Nil

SWDC GRANT AGREEMENT

The recipient agrees to the following:

Acknowledgement

- a. To acknowledge the Commission and the State Government in all advertising, marketing, media and promotional activities associated with this Grant.

Grant Reporting

- a. To provide the Commission with a written project report upon request.
- b. To complete a grant acquittal at the conclusion of the project, and return this to the Commission with 60 days of the project completion date as stated in this Grant Agreement.
- c. To include in the acquittal an evaluation report outlining the effectiveness of the project against the agreed outcomes as set out in this Grant Agreement and attach a statement of income and expenditure for the project signed by the President or equivalent person of your organisation.
- d. To show how the Commission and State Government were recognized in advertising, marketing, media and promotional activities associated with this grant.

General

- a. This agreement shall terminate by mutual written consent between both parties, or on completion of the Grant Acquittal to the satisfaction of this Commission.
- b. The Recipient shall obtain all necessary insurances for the activities being funded by this grant.
- c. The Recipient shall indemnify the Commission and the State Government from any claims or liabilities arising from the activities being funded by this grant.
- d. The Recipient in conducting this project will consider the requirements of person with disabilities or special needs.

GRANT CONDITIONS

The grant is provided under the following terms and conditions:

1. The grant is to be used solely for the specified purpose approved by us during the funding period.
2. Any part of the grant funds that are not used in accordance with Condition 1 must be repaid to us unless you obtain our written approval.
3. If you cease carrying out the activities for which the grant was made or if we have terminated the arrangement on account of your breach of these Conditions then:
 - a. The balance of the grant monies unspent must be repaid to us; and
 - b. Any property acquired with the grant monies must be transferred to another not for profit organisation with similar objects and purposes to your organisation, provided our prior approval has been given.
4. Providing you with a grant does not mean that you are entitled to any further funding.
5. We will not be held responsible for the success of the approval purpose for which the grant is applied or for any losses or additional costs incurred that are the associated with the approved purpose.
6. You must comply with all Local, State and Commonwealth laws applicable to the approved purpose.
7. If you wish to change the approved purpose or seek an extension of the funding period you must obtain our prior written approval.
8. If you breach any of these terms and conditions, we can terminate the arrangement at any time and without giving you any prior notice.
9. You must provide us with any documents or information relating to the grant or the approved purpose that we ask for within ten (10) business days of receiving our request.

10. You must meet any payment conditions and/or reporting requirements as specified by us.
11. If the grant involves the supply of Services to the public, then the Organisation will:
- to the extent practicable, implement the Commission's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993; and
 - provide a report to the Commission on acquittal of the grant reporting on the extent to which the organisation has implemented the Commission's Disability Access Inclusion Plan.
12. You must allow the Auditor General for the State of Western Australia, or an authorised representative, to have access to and examine your records and information concerning this grant.
13. The total grant payment provided by us includes an amount to cover any liability for GST, if applicable.
14. For the purposes of clause 14:
- "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
 - "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations; and
 - the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
 - If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
 - The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
 - If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
 - the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term; and
 - the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

For and on behalf of the Organisation:

NEIL KEVIN THOMSON

 Print full name of Authorised Person

 Position of Authorised Person

 Signature

 Date

 CHIEF EXECUTIVE OFFICER
 SOUTH WEST DEVELOPMENT COMMISSION

 Date 4/4/14

OTH13/25 FG1/004/499

SOUTH WEST
DEVELOPMENT COMMISSION

1 AUG 2014

South West Development Commission Grant Agreement

Folio Number	OTH14/41	Project Number:	32001022
Established	11 July 2014	File Number:	FG1/004/520
Recipient	Milligan Community Learning and Resource Centre		
Project/Event Name	Withers Homework Club		
Purpose	To fund the coordination, management and staffing of a Homework Club for Withers Primary School students.		
Address	35 Milligan Street		
City	BUNBURY WA 6230		
Telephone	9721 8944	Facsimile	9791 6990
Email	kate@milligan.org.au		
Shire	City of Bunbury		
Contact Person	Kate Kelly		
Position	Programs Coordinator		
ABN	18 689 770 186	GST Registered	True
Grant Amount	\$1,500.00		
GST	\$ 150.00		
Total Amount	\$1,650.00		
Project Completion	20 February 2015		
SWDC Officer	Deanna Furze		

Grant Payment	1
Folio Number	OTH14/41
Recipient	Milligan Community Learning and Resource Centre
Amount Excluding GST	\$1,500.00
Grant Payment	Upon signing of the grant agreement and receipt of a tax invoice by South West Development Commission.
Grant Completion	20 February 2015
Acquittal Date	20 April 2015
Agreed Outcome	Provision of weekly 2 hourly sessions at the Withers Library during school term for the purpose of supporting and assisting Withers based primary school students complete their homework after school hours.
Special Conditions	Delivery of one afternoon session a week for two hours with a qualified teacher would attend the library from (3-5pm) for primary school students to complete their homework or read quietly - The role of the teacher is to supervise the session, set up tables, chairs and afternoon tea and assist anyone requiring assistance. The homework support would not be a formalised session just whoever turns up at the library at the specified time. Development of a basic promotional flyer for the project featuring SWDC logos will be required. Meetings with Place Manager - Withers halfway through and at the end of each School Term will be required to discuss and review project. Collection and collation of statistics regarding usage is the responsibility of Milligan CLRC. This will include ages, names, email addresses and school they attend for evaluation purposes and information distribution.

SWDC GRANT AGREEMENT

The recipient agrees to the following:

Acknowledgement

- a. To acknowledge the Commission and the State Government in all advertising, marketing, media and promotional activities associated with this Grant.

Grant Reporting

- a. To provide the Commission with a written project report upon request.
- b. To complete a grant acquittal at the conclusion of the project, and return this to the Commission with 60 days of the project completion date as stated in this Grant Agreement.
- c. To include in the acquittal an evaluation report outlining the effectiveness of the project against the agreed outcomes as set out in this Grant Agreement and attach a statement of income and expenditure for the project signed by the President or equivalent person of your organisation.
- d. To show how the Commission and State Government were recognized in advertising, marketing, media and promotional activities associated with this grant.

General

- a. This agreement shall terminate by mutual written consent between both parties, or on completion of the Grant Acquittal to the satisfaction of this Commission.
- b. The Recipient shall obtain all necessary insurances for the activities being funded by this grant.
- c. The Recipient shall indemnify the Commission and the State Government from any claims or liabilities arising from the activities being funded by this grant.
- d. The Recipient in conducting this project will consider the requirements of person with disabilities or special needs.

GRANT CONDITIONS

The grant is provided under the following terms and conditions:

1. The grant is to be used solely for the specified purpose approved by us during the funding period.
2. Any part of the grant funds that are not used in accordance with Condition 1 must be repaid to us unless you obtain our written approval.
3. If you cease carrying out the activities for which the grant was made or if we have terminated the arrangement on account of your breach of these Conditions then:
 - a. The balance of the grant monies unspent must be repaid to us; and
 - b. Any property acquired with the grant monies must be transferred to another not for profit organisation with similar objects and purposes to your organisation, provided our prior approval has been given.
4. Providing you with a grant does not mean that you are entitled to any further funding.
5. We will not be held responsible for the success of the approval purpose for which the grant is applied or for any losses or additional costs incurred that are the associated with the approved purpose.
6. You must comply with all Local, State and Commonwealth laws applicable to the approved purpose.
7. If you wish to change the approved purpose or seek an extension of the funding period you must obtain our prior written approval.
8. If you breach any of these terms and conditions, we can terminate the arrangement at any time and without giving you any prior notice.
9. You must provide us with any documents or information relating to the grant or the approved purpose that we ask for within ten (10) business days of receiving our request.
10. You must meet any payment conditions and/or reporting requirements as specified by us.
11. If the grant involves the supply of Services to the public, then the Organisation will:

- a. to the extent practicable, implement the Commission's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993; and
 - b. provide a report to the Commission on acquittal of the grant reporting on the extent to which the organisation has implemented the Commission's Disability Access Inclusion Plan.
12. You must allow the Auditor General for the State of Western Australia, or an authorised representative, to have access to and examine your records and information concerning this grant.
13. The total grant payment provided by us includes an amount to cover any liability for GST, if applicable.
14. For the purposes of clause 14:
- (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations; and
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- a. If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
 - b. The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
 - c. If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
 - (ii) the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the GST Act during the Term; and
 - (iv) the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

For and on behalf of the Organisation:

Renal Bernardi
 Print full name of Authorised Person


 Signature


 CHIEF EXECUTIVE OFFICER
 SOUTH WEST DEVELOPMENT COMMISSION

OTH14/41

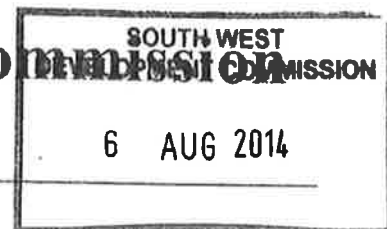
CEO
 Position of Authorised Person

Date 23/07/14

Date 12.8.14

FG1/004/520

South West Development Commission Grant Agreement



Folio Number	OTH14/39 OTH14/02	Project Number:	32001022
Established	10 July 2014	File Number:	FG1/004/518
Recipient	Investing In Our Youth Inc.		
Project/Event Name	Mums and Kids Walking Group Withers		
Purpose	To fund, in partnership with the Child and Parent Centre, Investing In Our Youth, the coordination and management of weekly Mums and Kids Walking Group		
Address	PO Box 6103		
City	BUNBURY WA 6231		
Telephone	08 97216951	Facsimile	
Email	iioy@iinet.net.au		
Shire	City of Bunbury		
Contact Person	Carmen Gregg		
Position	Executive Officer		
ABN	26471921505	GST Registered	True
Grant Amount	\$1,500.00		
GST	\$ 150.00		
Total Amount	\$1,650.00		
Project Completion	28 February 2015		
SWDC Officer	Deanna Furze		

Grant Payment	1
Folio Number	OTH14/39
Recipient	Investing In Our Youth Inc.
Amount Excluding GST	\$1,500.00
Grant Payment	Upon signing of the grant agreement and receipt of a tax invoice by South West Development Commission.
Grant Completion	28 February 2015
Acquittal Date	28 April 2015
Agreed Outcome	<p>Weekly walks starting from the Withers Library and concluding at the Withers Library with a light morning tea (provided by SWDC) for the period of August - December 2014. Walks will last approximately 1 hour.</p> <p>As part of the morning tea attendees will be informed about programs and services for families and children that enable social connections and support.</p>
Special Conditions	Staffing and coordination of the walk and morning tea including set up and pack away will be the responsibility of Investing In Our Youth Inc. Development and distribution of a simple promotional information resource and poster for the program will be required.

SWDC GRANT AGREEMENT

The recipient agrees to the following:

Acknowledgement

- a. To acknowledge the Commission and the State Government in all advertising, marketing, media and promotional activities associated with this Grant.

Grant Reporting

- a. To provide the Commission with a written project report upon request.
- b. To complete a grant acquittal at the conclusion of the project, and return this to the Commission with 60 days of the project completion date as stated in this Grant Agreement.
- c. To include in the acquittal an evaluation report outlining the effectiveness of the project against the agreed outcomes as set out in this Grant Agreement and attach a statement of income and expenditure for the project signed by the President or equivalent person of your organisation.
- d. To show how the Commission and State Government were recognized in advertising, marketing, media and promotional activities associated with this grant.

General

- a. This agreement shall terminate by mutual written consent between both parties, or on completion of the Grant Acquittal to the satisfaction of this Commission.
- b. The Recipient shall obtain all necessary insurances for the activities being funded by this grant.
- c. The Recipient shall indemnify the Commission and the State Government from any claims or liabilities arising from the activities being funded by this grant.
- d. The Recipient in conducting this project will consider the requirements of person with disabilities or special needs.

GRANT CONDITIONS

The grant is provided under the following terms and conditions:

1. The grant is to be used solely for the specified purpose approved by us during the funding period.
2. Any part of the grant funds that are not used in accordance with Condition 1 must be repaid to us unless you obtain our written approval.
3. If you cease carrying out the activities for which the grant was made or if we have terminated the arrangement on account of your breach of these Conditions then:
 - a. The balance of the grant monies unspent must be repaid to us; and
 - b. Any property acquired with the grant monies must be transferred to another not for profit organisation with similar objects and purposes to your organisation, provided our prior approval has been given.
4. Providing you with a grant does not mean that you are entitled to any further funding.
5. We will not be held responsible for the success of the approval purpose for which the grant is applied or for any losses or additional costs incurred that are the associated with the approved purpose.
6. You must comply with all Local, State and Commonwealth laws applicable to the approved purpose.
7. If you wish to change the approved purpose or seek an extension of the funding period you must obtain our prior written approval.
8. If you breach any of these terms and conditions, we can terminate the arrangement at any time and without giving you any prior notice.
9. You must provide us with any documents or information relating to the grant or the approved purpose that we ask for within ten (10) business days of receiving our request.
10. You must meet any payment conditions and/or reporting requirements as specified by us.
11. If the grant involves the supply of Services to the public, then the Organisation will:

- a. to the extent practicable, implement the Commission's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993; and
 - b. provide a report to the Commission on acquittal of the grant reporting on the extent to which the organisation has implemented the Commission's Disability Access Inclusion Plan.
12. You must allow the Auditor General for the State of Western Australia, or an authorised representative, to have access to and examine your records and information concerning this grant.
13. The total grant payment provided by us includes an amount to cover any liability for GST, if applicable.
14. For the purposes of clause 14:
- (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations; and
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- a. If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
 - b. The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
 - c. If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
 - (ii) the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the GST Act during the Term ; and
 - (iv) the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

For and on behalf of the Organisation:

CARMEN GREGG
Print full name of Authorised Person

EXECUTIVE OFFICER
Position of Authorised Person

Carmen Gregg
Signature

Date July 31, 2014

[Signature]
CHIEF EXECUTIVE OFFICER
SOUTH WEST DEVELOPMENT COMMISSION

Date 12-8-14



Investing in
our youth Inc.

May 22, 2014

Mr Don Punch
Chief Executive Officer
South West development Commission
PO Box 2000,
BUNBURY WA 6231

Dear Don,

Re: Purchase of community capacity building resources for the Withers' Shaping Brains play group.

On behalf of the Investing In Our Youth organisation, I would like to thank the South West Development Commission for the project grant of \$1,500 for the Withers' Shaping Brains play group.

We are very privileged to be in a position to offer services to families with young children in Carey Park, Withers, and surrounds.

The Shaping Brains program is an early intervention program that incorporates parent education, role-modelling play, positive interaction and attachment, and an early education literacy program. It has universal entry and targets children aged 0-4. The parent education component of the playgroup uses the Changing Brains research, produced by the University of Oregon Brain Development Lab.

The DVD teaches parents about brain development and how this is influenced through play and also by the interactions they have with their child. It teaches parents about the different areas of development early in life, what to expect as these areas develop, and how to promote healthy development.

The South West Development Grant will be used to help resource the Shaping Brains Playgroup through Withers Primary School.

Many thanks,

A handwritten signature in cursive script that reads "Carmen Gregg".

Carmen Gregg

Executive Officer

South West Development Commission Grant Agreement

SOUTH WEST
DEVELOPMENT COMMISSION

26 MAY 2014

Folio Number	OTH13/32	Project Number:	
Established	08 May 2014	File Number:	FG1/004/510
Recipient	Investing In Our Youth Inc		
Project/Event Name	Purchase of Community Capacity Building resources for the Withers Shaping Brains Play Cafe (playgroup)		
Purpose	To fund, in partnership with Maidens Park Primary School and Investing In Our Youth, the purchase of additional resources for families using the Shaping Brains Play Cafe (playgroup)		
Address	PO Box 6103		
City	BUNBURY WA 6231		
Telephone	9721 6951	Facsimile	9721 6951
Email	iioy@iinet.net.au		
Shire	City of Bunbury		
Contact Person	Carmen Gregg		
Position	Chief Executive Officer		
ABN	26 471 921 505	GST Registered	True
Grant Amount	\$1,500.00		
GST	\$ 150.00		
Total Amount	\$1,650.00		
Project Completion	30 June 2014		
SWDC Officer	Deanna Furze		

Grant Payment	1
Folio Number	OTH13/32
Recipient	Investing In Our Youth Inc
Amount Excluding GST	\$1,500.00
Grant Payment	
Grant Completion	30 June 2014
Acquittal Date	31 August 2014
Agreed Outcome	Establish an Early Years "Collection" to operate out of the Early Years building in Withers targeting the attendees of the Play Cafe and 3-year olds program.
	Attendees will be allowed to loan a good quality book and a toy, object, puppet etc and return them weekly
	Attendees will be informed about and encouraged to join and visit the Withers Library as a form of ongoing social support as well as other outreach/social services within the local area including the Mums and Bubs Walking Group
Special Conditions	N/A

SWDC GRANT AGREEMENT

The recipient agrees to the following:

Acknowledgement

- a. To acknowledge the Commission and the State Government in all advertising, marketing, media and promotional activities associated with this Grant.

Grant Reporting

- a. To provide the Commission with a written project report upon request.
- b. To complete a grant acquittal at the conclusion of the project, and return this to the Commission with 60 days of the project completion date as stated in this Grant Agreement.
- c. To include in the acquittal an evaluation report outlining the effectiveness of the project against the agreed outcomes as set out in this Grant Agreement and attach a statement of income and expenditure for the project signed by the President or equivalent person of your organisation.
- d. To show how the Commission and State Government were recognized in advertising, marketing, media and promotional activities associated with this grant.

General

- a. This agreement shall terminate by mutual written consent between both parties, or on completion of the Grant Acquittal to the satisfaction of this Commission.
- b. The Recipient shall obtain all necessary insurances for the activities being funded by this grant.
- c. The Recipient shall indemnify the Commission and the State Government from any claims or liabilities arising from the activities being funded by this grant.
- d. The Recipient in conducting this project will consider the requirements of person with disabilities or special needs.

GRANT CONDITIONS

The grant is provided under the following terms and conditions:

1. The grant is to be used solely for the specified purpose approved by us during the funding period.
2. Any part of the grant funds that are not used in accordance with Condition 1 must be repaid to us unless you obtain our written approval.
3. If you cease carrying out the activities for which the grant was made or if we have terminated the arrangement on account of your breach of these Conditions then:
 - a. The balance of the grant monies unspent must be repaid to us; and
 - b. Any property acquired with the grant monies must be transferred to another not for profit organisation with similar objects and purposes to your organisation, provided our prior approval has been given.
4. Providing you with a grant does not mean that you are entitled to any further funding.
5. We will not be held responsible for the success of the approval purpose for which the grant is applied or for any losses or additional costs incurred that are the associated with the approved purpose.
6. You must comply with all Local, State and Commonwealth laws applicable to the approved purpose.
7. If you wish to change the approved purpose or seek an extension of the funding period you must obtain our prior written approval.
8. If you breach any of these terms and conditions, we can terminate the arrangement at any time and without giving you any prior notice.
9. You must provide us with any documents or information relating to the grant or the approved purpose that we ask for within ten (10) business days of receiving our request.
10. You must meet any payment conditions and/or reporting requirements as specified by us.
11. If the grant involves the supply of Services to the public, then the Organisation will:

- a. to the extent practicable, implement the Commission's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993; and
 - b. provide a report to the Commission on acquittal of the grant reporting on the extent to which the organisation has implemented the Commission's Disability Access Inclusion Plan.
12. You must allow the Auditor General for the State of Western Australia, or an authorised representative, to have access to and examine your records and information concerning this grant.
13. The total grant payment provided by us includes an amount to cover any liability for GST, if applicable.
14. For the purposes of clause 14:
- (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations; and
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- a. If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
 - b. The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
 - c. If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
 - (ii) the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the GST Act during the Term ; and
 - (iv) the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

For and on behalf of the Organisation:

CARMEN GREGG

Print full name of Authorised Person

Cgregg
Signature

[Signature]

CHIEF EXECUTIVE OFFICER
SOUTH WEST DEVELOPMENT COMMISSION

EXECUTIVE OFFICER

Position of Authorised Person

Date 22/05/14

Date 26.5.14



Investing in
our youth Inc.

December 16, 2013

Mr Don Punch

CEO South West Development Commission

PO Box 2000

BUNBUR WA 6231

Dear Don,

Re: Withers Shaping Brains Play Café (Playgroup)

Thank you for the recent copy of the SWDC grant agreement for funds to support the Withers Shaping Brains Play Café. We are delighted to be the recipient of these funds and to be able to facilitate this program for the benefit of families with young children in Withers.

I have looked over the agreement enclosed and am happy to sign off as the approved officer on behalf of Investing In Our Youth.

I look forward to reporting positive outcomes associated with this funding.

I would like to pass on my thanks to the Commission for their investment in the early years in the vulnerable community of Withers.

Warm regards,

Carmen Gregg

EO Investing In Our Youth

Investing In Our Youth Inc
iioy@inet.net.au
www.investinginouryouth.com.au

Phone/Fax (08) 9721 6951
PO Box 6103
South Bunbury WA 6231

**SOUTH WEST
DEVELOPMENT COMMISSION**

17 DEC 2013

**SOUTH WEST DEVELOPMENT COMMISSION
GRANT AGREEMENT**

THIS GRANT AGREEMENT is made on Thursday, 12 December 2013

BETWEEN:

**South West Development Commission
("Grantor")**

and

**Investing In Our Youth Inc A.B.N. 26 471 921 505
("Organisation")**

RECITALS

The Organisation has applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this Grant Agreement, including its recitals and any schedules or annexures (if any).

Acquittal occurs when the Grantor has advised the Organisation that the reports and financial information provided by the Organisation in accordance with clause 3.6 are satisfactory.

Approved Purpose means the purpose or purposes set out in item 1 of Schedule 1.

Auditor means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants and who is independent from the Organisation.

Auditor General means the Auditor General for the State of Western Australia.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Grant Funds means the amount or amounts specified in Schedule 1.

Party means each of the Grantor or the Organisation as the context requires and **Parties** means both of them.

Project means the initiative or activities to be undertaken with the Grant Fund specified in Schedule 1.

2. PAYMENT OF GRANT FUNDS

Under the power invested in the South West Development Commission by the *Regional Development Commissions Act 1993* Clause 24 (1a) and subject to the terms and conditions of this Agreement, the Grantor will pay to the Organisation the Grant Funds in accordance with the payment schedule specified in Schedule 1.

3 OBLIGATIONS OF ORGANISATION

3.1 Use of Grant Payment

The Organisation will use the Grant Funds solely for the Approved Purpose.

3.2 No Changes

The Organisation will not make any changes to the Approved Purpose without the prior written consent of the Grantor.

3.3 No Endorsement

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

3.4 Acknowledgement of Grantor

The Organisation will acknowledge the Commission and the State Government in all advertising, marketing, media and promotional activities associated with this Grant.

3.5 Requests for Information

The Organisation is to provide the Grantor with any documents or information relating to this Agreement or the Project within ten (10) business days of receiving such a request from the Grantor.

3.6 Accounts and Reporting

- (a) The Organisation is to provide the progress reports, evaluation reports and financial statements specified in Schedule 2.
- (b) The Organisation is to keep proper financial records in accordance with generally accepted accounting principles and practices.

3.7 Special Conditions of Grant

Disability Access and Inclusion Plan

If the Contract involves the supply of Services to the public, then the Organisation will:

- (a) to the extent practicable, implement the Commission's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993; and
- (b) provide a report to the Commission on acquittal of the grant reporting on the extent to which the organisation has implemented the Commission's Disability Access and Inclusion Plan.

The Organisation agrees to comply with the special conditions (if any) specified in Schedule 1.

3.8 General Undertaking of Organisation

The Organisation must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity 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 State and Commonwealth laws, rules, regulations and by-laws;
- (e) cooperate fully with the Grantor in the administration of this Agreement; and
- (f) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Organisation's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Organisation with this Agreement.

4. REPAYMENT AND RETENTION OF GRANT FUNDS

The Organisation must repay to the Grantor any funds that the Grantor has paid which are not used in accordance with this Agreement unless there has been written agreement otherwise between the parties.

5. LIMITATION OF LIABILITY

The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose and is not liable for any losses which may be suffered by the Organisation in undertaking the Approved Purpose.

6. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL ADMINISTRATION AND AUDIT ACT 1985

- (a) The Organisation acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the Organisation.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Administration and Audit Act 1985 (WA)* are not limited or affected by this Agreement.
- (c) The Organisation must allow the Auditor General, or an authorised representative, to have access to and examine the Organisation's records and information concerning this Agreement.

7. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out below; or
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out below;

Notice Addresses

- (a) Grantor South West Development Commission
Registered Mail: PO Box 2000
 BUNBURY WA 6231
Facsimile: 97913223
Email: grants@swdc.wa.gov.au

- (b) Organisation Investing In Our Youth Inc
Registered Mail: PO Box 6103
 BUNBURY WA 6231
Facsimile: 9721 6951
Email: iioy@iinet.net.au

- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

8. DEFAULT AND TERMINATION

8.1 Event of Default by the Organisation

An Event of Default occurs if:

- (a) the Organisation breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Organisation by the Grantor;
- (b) the Organisation becomes insolvent or is deemed to be insolvent under the *Corporations Act (Cth)*; or
- (c) if the Grantor has reasonable grounds to believe that the Organisation is unwilling or unable to comply with its obligations under this Agreement.

8.2 Effect of Event of Default

If an Event of Default occurs, the Grantor may either:

- (a) terminate the Agreement by providing a further ten (10) business days notice in writing to the Organisation of the Event of Default; or
- (b) suspend payment of the Grant Funds until the Event of Default is remedied.

8.3 **Recommencement of Grant Payment**

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Organisation has rectified the Event of Default.

8.4 **Acquittal**

Unless earlier terminated, this Agreement will terminate at the time of Acquittal.

9. **GOODS AND SERVICES TAX (GST)**

- (a) For the purposes of clause 9:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
- (c) The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
 - (ii) the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term ; and
 - (iv) the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

10. **RELATIONSHIP**

The Parties agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

11. 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 this Agreement, or any forbearance, delay or indulgence granted by one party to the other party, will not be construed as a waiver any rights.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

13. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing duly executed by both parties.

14. DISPUTE RESOLUTION

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

Executed by the Parties hereto:

For and on behalf of the Grantor:



Signature of Authorised Person

Dated 27-10-10

Don Punch

Print full name of Authorised Person

Chief Executive Officer

Position of Authorised Person

For and on behalf of the Organisation:



Signature of Authorised Person

Dated 16-12-12

Carmen Gregg

Print full name of Authorised Person

Chief Executive Officer

Position of Authorised Person

17 DEC 2013

SCHEDULE ONE

Grant Agreement Summary of Information

Folio Number	OTH13/14
Project	32001022
File Number	FG1/004/487
Recipient	Investing In Our Youth Inc
Project/Event Name	Withers Shaping Brains Play Café (playgroup)
Purpose	To fund, in partnership with Maidens Park Primary School, the launch and coordination of the Shaping Brains Play Café (playgroup) over the course of the year 2014.
Address	PO Box 6103
City	BUNBURY WA 6231
Telephone	9721 6951
Facsimile	9721 6951
E-mail	iioy@iinet.net.au
Shire	City of Bunbury
Contact Person	Carmen Gregg
Position	Chief Executive Officer
ABN	26 471 921 505
GST Registered	Yes
Grant Amount	\$6,000.00
GST	\$ 600.00
Total Amount	\$6,600.00
Project Completion	15 February 2015
SWDC Officer	Deanna Furze

Milestone	1
Amount excluding GST	\$6,000.00
Milestone Payment	Upon signing of the grant agreement and receipt of a tax invoice by South West Development Commission.
Milestone Completion	15 February 2015
Acquittal Due	15 April 2015
Agreed Outcomes	Engage with and link Withers parents and families to early development activities within the community resulting in increased participation in early years program.
Special Condition	<ol style="list-style-type: none"> 1. Launch costs for a Community Open/Gala Day at the start of 2014. 2. Employment of Shaping Brains facilitator (3 hours/week x 10 weeks x 4 terms). 3. Purchase of educational material and appropriate licensing.

SCHEDULE 2

REPORTING REQUIREMENTS

- 1) Reports to be provided upon request and on acquittal of grant.
- 2) Evaluation Arrangements
 - (a) Provide in the acquittal an evaluation report outlining the effectiveness of the project against the agreed outcomes as set out in this Grant Agreement.
- 3) Provide a Statement of Income and Expenditure related to this Agreement by the acquittal due date as specified by the Grantor.
- 4) Provide a report on the achievements of the outcomes of the Commission's Disability Access and Inclusion Plan (template provided).
- 5) Where the Grant Funds are valued at under \$35,000, financial statements are to be certified by the Chairman, CEO or equivalent of the Organisation.
- 6) Where the Grant Funds are valued at \$35,000 or more, financial statements are to be certified by the Chairman, CEO of the Organisation, or equivalent AND certified by a professional auditor who is:
 - (a) Not an officer or employee of the Organisation;
 - (b) Registered as a company auditor or equivalent under a law in force in Western Australia; or
 - (c) A member or fellow of the Institute of Chartered Accountants, the Australian Society of Certified Practising Accountants or the National Institute of Accountants.

Report on the South West Development Commission's Disability Access and Inclusion Plan.

The plan can be obtained from

Website: www.swdc.wa.gov.au

Email: grants@swdc.wa.gov.au

Phone: 97922000.

Report By:	Investing In Our Youth Inc
Date:	
Grant Folio:	OTH13/14
DAIP Outcome	Activities
All people have the same opportunities to access services and events.	
All people have the same opportunities to access buildings and other facilities.	
All people receive information in a format that will enable them to access information readily.	
All people receive the same level and quality of service from staff.	
All people have the same opportunities to make complaints.	
All people have the same opportunities to participate in any public consultation.	

2012-2014

Withers Project Expenditure Reconciliation

Investing in Our Youth Inc	Withers Shaping Brains Play Café	\$6 000
Investing in Our Youth Inc	Withers Shaping Brains Play Café	\$1 500
Investing in Our Youth Inc	Mums and Kids Walking Group Withers	\$1 500
Milligan Community Learning and Resource Centres	Withers Homework Club	\$1 500
Leschenault Community Nursery Inc	Community Capacity Building Workshop	\$1 500
Leschenault Community Nursery Inc	Community Capacity Building Workshop	\$1 500
Department of Housing	Withers Housing Structure Planning and Community Design	\$ 30 000
City of Bunbury	Des Ugle Park - Withers Urban Renewal Strategy	\$300,000
City of Bunbury	Community Capacity Building Activities - Withers School Holiday Activities Summer 2014: Love Where You Live	\$2 100
City of Bunbury	CCTV Installation	\$100 000
South West Development Commission	Withers Project Management	\$37 667
South West Aboriginal Medical Service	Indigenous Hip Hop Project	\$5 000
City of Bunbury	Community Capacity Building Waterwise Kitchen Garden	\$10 000
TOTAL		\$498 267