

Community Funding Policy

Procedural Guidelines

DOCUMENT CONTROL

	Procedure: Community Funding Policy Guidelines	Version: 1.1
Contact person: Byron Gough	Date Completed: 20/7/2017	Status: current
Contact number: 0427 687 772	Next review date: tied to policy	Objective ID: A2799318 V6.5

Community Funding Policy

Procedural Guidelines

INTRODUCTION

These guidelines provide practical details and examples¹ on how the Outback Communities Authority's (OCA) Community Funding Policy (the Policy) will be applied. The guidelines support the Policy and are intended as a guide to staff assigned to the OCA to assist it when allocating funding for community support.

Unless extenuating circumstances exist, these guidelines should be applied in all situations where the OCA provides:

- financial support for the provision of public services and facilities by community organisations and the governance of those organisations;
- facilitates the participation of community organisations in an insurance scheme arranged by the OCA;
- funding for community development projects;
- sponsorship or any other matter related to the management and administration of the outback community.

ASSESSMENT CRITERIA

The OCA's aim is to ensure all communities are afforded a base level of service as far as can practically be achieved. To achieve this aim a standardised set of criteria will be used when assessing submissions for funding support to ensure a fair and equitable distribution of available funds across the outback community.

When making an assessment on how to allocate funds the OCA will give priority to municipal services, i.e. those services needed to ensure the respective communities can function with a reasonable level of amenity and comfort. A secondary allocation of funds will be made for community development projects that have been prioritised against the community benefit likely to be derived and with regard to the strategic priorities of the OCA (as outlined in the OCA's Strategic Management Plan). A third allocation will be made for Community Sponsorship.

The assessment criteria outlined below will be used to determine an initial allocation of funds for each of the three streams from the available budget for community support. The OCA will maintain the flexibility to adjust the allocation based on discrete issues affecting individual communities.

¹ The examples given in this document are intended as an indication only and may not be technically complete.

All funding will be authorised by either a *Community Affairs Resources and Management (CARM) Agreement* or *Simple Grant Agreement*. The assessment criteria for allocation of funding is based on the following four categories;

Requested Support

- Is the level of service being sought in the CARM Agreement reasonable?
 - *Where an individual Community Entity is seeking to introduce or carry on a higher level of service that service should not be funded at the detriment of other communities. Partial funding may be allocated.*
- Is the community development project defined in a community business plan and does it include a budget (incorporating life cycle replacement costs) and timeline for completion?
 - *Community development projects that deliver greater community benefit and have been planned for and well spec'ed will receive greater weighting.*
 - *Funding may not be provided for community development projects that require unsecured third party funding to operate.*
- Is the cost sought for those services reasonable?
 - *Individual Community Entity are entitled to remunerate service providers as they see fit. Where the cost of service provision is higher than the accepted level only partial funding may be allocated.*
- Is there capacity within the Community Entity to provide the service?
 - *Where a Community Entity is the service provider the OCA must be satisfied the Community Entity has capacity and expertise to undertake all aspects of providing the service. Partial or no funding may be allocated.*

Previous Support

- What has the level of service provision been in past?
 - *If a particular service, other than the base level of service, has been provided historically it may be an indication of a local area need. Consideration may be given to some level of funding.*
- What is the historic cost of providing those services?
 - *If the cost of a particular service, other than the base level of service, has been historically higher than the accepted levels it may be an indication of a local area need. Consideration may be given to a similar level of funding.*
- How much has been claimed by the Community Entity for those services in the past?

- If a Community Entity has not claimed some or all of the previous year's CARM Agreement allocations it may be an indication that the service is either not needed and/or not being provided. Partial or no funding may be allocated

Community Capacity

- What is the current financial status of the Community Entity?
 - Financial status will be based on audited financial statement for the previous year. Where an individual Community Entity is carrying financial reserves beyond what might be expected for prudent asset management and contingencies, any additional funding should not be at the detriment of other communities. Partial or no funding may be allocated.
- Has the Community Entity met the previous year's key milestones?
 - *A Community Entity not having met its key milestones from the previous year will still be assessed however, its funding allocation for the current financial year may be reduced or declined. Non-compliant Community Entities may be given a reasonable opportunity to comply thereby having their funding reinstated. Funding from the previous year will not be reinstated.*
- What is the community's capacity to raise funds from other sources?
 - Where a community has minimal capacity to raise funds by means other than through a CARM Agreement extra weight may be given.

Compliance with Previous Agreements

- Has the Community Entity demonstrated its representation of the wider community?
 - A Community Entity's representation of its community will be tested throughout the CARM cycle. Where it becomes evident an entity does not or ceases to represent its community the OCA may terminate the CARM Agreement and/or look to another Community Entity to represent that community. Further funding for that year may cease.
- Has the Community Entity met any specific responsibilities i.e. recognition of sponsorship etc. in previous CARM/Simple Grant Agreements.
 - If a Community Entity has not complied with any non-financial conditions of the CARM/Simple Grant Agreement only partial funding may be allocated.

² Refer CARM Agreement

DOCUMENTATION

- Where financial support is requested by a Community Entity that is an Incorporated Association, representing its community and meets the criteria set out in the Policy a Community Affairs Resourcing and Management (CARM) Agreement will be required. The CARM Agreement will set out the detail of any the six matters³ for which the OCA may enter into an agreement with a Community Entity.
- Where financial support is requested from a Community Entity, be it an Incorporated Association or not, not representing a community but still and meets the criteria set out in the Policy a Grant Agreement will be required. The Grant Agreement will set out the detail on what funding can be expended and how and when those funds are to be acquitted.

REPORTING ON ACTIVITY

- A Community Entity entering into any agreement with the OCA will be required to demonstrate it has expended the funds in accordance with the agreement. In the case of a CARM Agreement that will be by the provision of meeting minutes where matters relating to the CARM agreement have been actioned. Audited financial statements from the previous financial year will also be required by 30 December of the current year.
- A Community Entity entering into a Simple Grant Agreement will be required to satisfy the OCA that funds have been used appropriately. This could be by submitting a letter of acquittal or by personal inspection by any OCA representative.

THE COMMUNITY FUNDING CYCLE

PHASE 1

- The community funding cycle will commence around April each year when the OCA's Community Development Officer (CDO) will make contact with those Community Entities having received community support from the OCA in the previous year. The CDO will be available to assist in the process of developing a sound budget and applying for community support for the provision of public services and facilities; the participation of community organisations in an insurance scheme arranged by the OCA and funding for community development projects. The CDO will provide the template to be used for preparing the budget. Assistance for sponsorship requests will be provided on request. Initial contact will be by telephone with site visits to be arranged if necessary.

PHASE 2

- Each Community Entity will be responsible for finalising their respective budgets and having that budget ratified by the community it represents. The application for community funding will be the budget, in the format provided by the CDO. In the case of sponsorship

³ Section 17 of the Act.

a letter setting out cost, event detail and other relevant factors will be accepted as the application.

PHASE 3

- All applications for funding will be assessed by the OCA using the criteria set out previously. Once all allocations have been finalised individual CARM Agreements / Simple Grant Agreements will be prepared and sent to the Community Entities for consideration. CARM Agreements should be sent to Community Entities by the end of July each year.

PHASE 4 (CARM AGREEMENTS ONLY)

- Once an agreement has been reached on the detail within the CARM Agreement the OCA will commence a four week public consultation process. During the consultation period the OCA must be satisfied the CARM Agreement is publicly available for examination by any interested party. Feedback from the consultation will be considered before final execution of the CARM Agreement.

PHASE 5 (CARM AGREEMENT ONLY)

- Within six weeks of the CARM Agreement being executed the Community Entity should provide the OCA with confirmation that the CARM Agreement has been brought to the attention of its members and that there is general acceptance of the agreement being entered into. A copy of the minutes of a general meeting of the Community Entity where the CARM Agreement was discussed will be accepted as satisfactory confirmation. Receipt of the minutes for that meeting will trigger a payment of 25% of the total Municipal Funding and/or 100% of the Project Funding allocated in the CARM Agreement.

PHASE 6 (CARM AGREEMENTS ONLY)

- By the end of the calendar year the Community Entity should provide the OCA with confirmation that it is expending funding provided in accordance with the CARM Agreement. A copy of the minutes of a general meeting of the Association where the CARM Agreement expenditure was discussed will be accepted as satisfactory confirmation. The Community Entity should also provide audited financial statements for the previous year. Receipt of the minutes and audited financial statements will trigger a payment of the balance of the total CARM Agreement.

GLOSSARY

Audited financial statement Financial statements audited to the extent required by the *Associations Incorporations Act 1985*. If an audit is not required under that Act, an independently certified audit including all business activity of the Association.

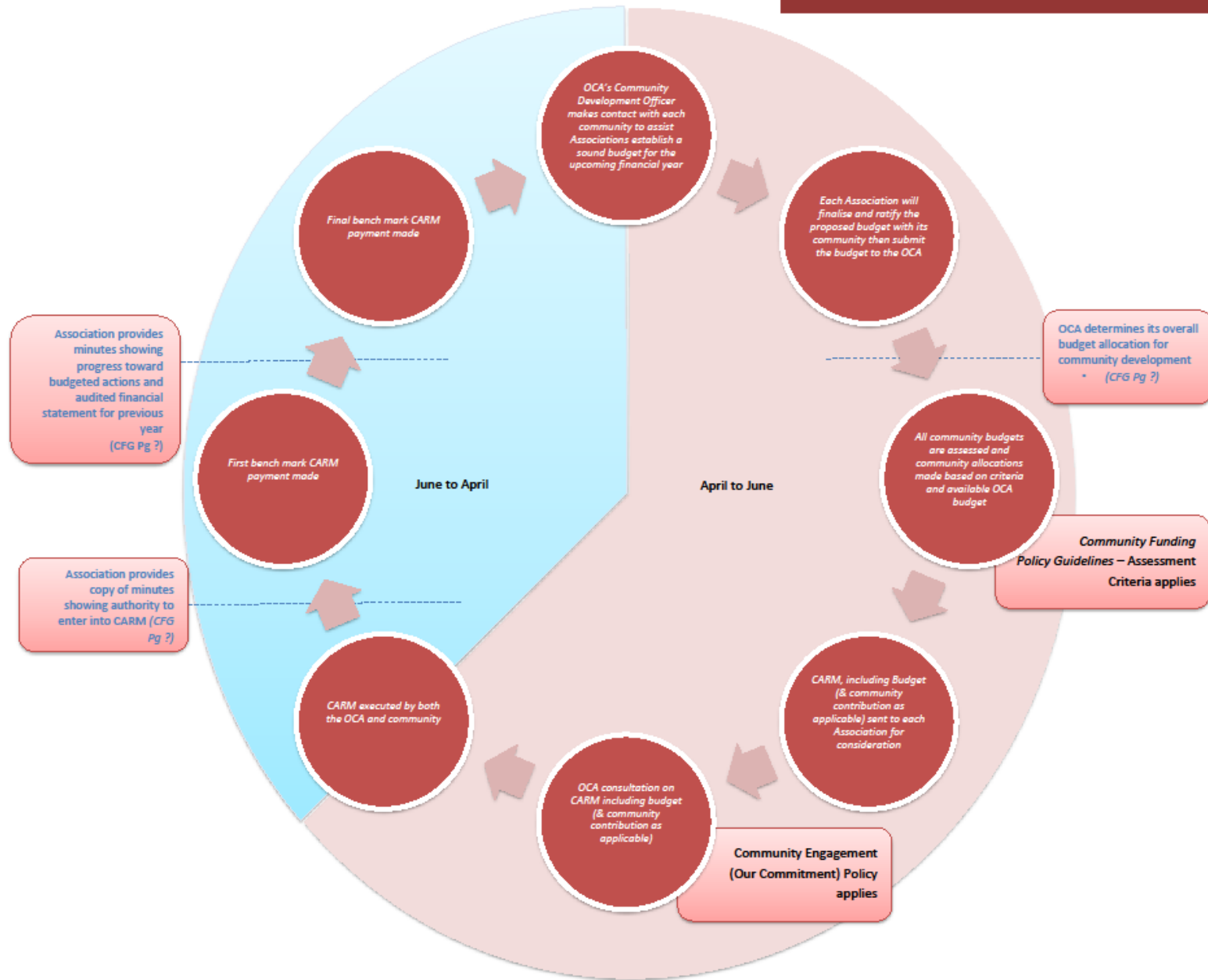
Community A group of people living in the same place and/or having a particular interests in common.

Community entity A group of people that undertake activities for the benefit of the community in which it operates. A Community Entity may be incorporated or non-incorporated and may consist of volunteers and/or paid members.

Incorporated Association..... an entity that is incorporated under the *Associations Incorporations Act 1985* or similar Commonwealth legislation

The Funding Cycle at a Glance

THE CARM CYCLE



CARM Agreement Template (A2789789)

COMMUNITY AFFAIRS RESOURCING AND MANAGEMENT AGREEMENT

under S. 17 of the *Outback Communities (Administration and Management) Act 2009*

with

INSERT DETAILS OF INCORPORATED BODY

(ABN: INSERT)

("Association")

In relation to

INSERT DETAILS OF OUTBACK COMMUNITY

(the "Community")

TABLE OF CONTENTS

- 1. **ACKNOWLEDGEMENT & PURPOSE**..... 1
- 2. **INTERPRETATION**..... 1
- 3. **TERM**..... 1
- 4. **REPRESENTATIVES** 2
- 5. **REPORTING**..... 2
- 6. **PRESCRIBED MATTERS**..... 2
- 7. **GENERAL PROVISIONS**..... 2

SCHEDULE - PARTICULARS

ATTACHMENT - COMMUNITY BUDGET SPREADSHEET (Optional)

COMMUNITY AFFAIRS RESOURCING AND MANAGEMENT AGREEMENT

dated day of

Between

OUTBACK COMMUNITIES AUTHORITY (ABN: 45 674 479 985) a body corporate pursuant to the *Outback Communities (Administration and Management) Act 2009* (“Authority”)

And

INSERT DETAILS OF CORPORATE BODY (ABN: **INSERT**), a body corporate pursuant to the *Associations Incorporation Act 1985*..... (“Association”)

1. **ACKNOWLEDGEMENT & PURPOSE**

- (a) This Agreement is entered into as a memorandum of understanding between the parties in accordance with section 17 of the OC Act and it is acknowledged that this Agreement does not in-of-itself create legally enforceable rights between the parties. This Agreement may however act as the trigger for the legal application of certain provisions of the OC Act.
- (b) The Association acknowledges and represents that at least one of the stated objectives of its Rules of Association (including its constitution) is to represent the Community and the Association undertakes to immediately notify the Authority if its Rules of Association (or constitution) are varied or are in anyway inconsistent with this Agreement.
- (c) It is acknowledged that this Agreement is entered into to set out the common understanding of the parties in relation to those matters prescribed under subparagraphs (a) to (f) of subsection 17(1) of the OC Act which are stated to be within the scope of this Agreement as set out in item 1 of the Schedule.

2. **INTERPRETATION**

In the interpretation of this Agreement, unless a contrary intent is evident:

- (a) **Agreement** means this memorandum of understanding between the Authority and the Association and includes the Schedule, any attachments and any other documents expressly incorporated by reference;
- (b) **Community** has the meaning set out in item 1 of the Schedule;
- (c) **Community Organisation** means an organisation listed under item 5 of the Schedule or an organisation that the Authority notifies the Association is a community organisation for the purposes of this Agreement;
- (d) **Community Contribution** means a fixed charged implemented by the Authority in accordance with section 21 of the OC Act;
- (e) **OC Act** means the *Outback Communities (Administration and Management) Act 2009*;
- (f) **Representative** has the meaning set out in clause 4; and
- (g) **Term** has the meaning set out in clause 3.

3. **TERM**

In accordance with subsection 17(2) of the OC Act this Agreement is in force for the financial year set out in item 1 of the Schedule.

4. **REPRESENTATIVES**

- (a) Each party nominates the person holding the position within its organisation set out in item 2 of the Schedule as its “**Representative**” for the purposes of this Agreement.
- (b) Each party’s Representative may exercise the powers and functions of his or her party under this Agreement.
- (c) Each party may from time to time substitute its Representative by prior written notice to the other party setting out the position and contact details of the substitute.

5. **REPORTING**

The Association undertakes to comply with the reporting requirements set out in item 3 of the Schedule.

6. **PRESCRIBED MATTERS**

It is understood and agreed by the parties that (if within the scope of this Agreement as per item 1 of the Schedule):

- (a) the Authority will provide financial and other support directly to the Community in accordance with item 4 of the Schedule;
- (b) item 5 of the Schedule sets out the public services and facilities that will be provided by Community Organisations as well as the governance arrangements for those Organisations;
- (c) item 6 of the Schedule details the insurance scheme arranged by the Authority and lists those Community Organisations that are participating in the scheme;
- (d) item 7 of the Schedule sets out the procedures and conditions for eligible Community Organisations to claim reimbursements from the Authority;
- (e) this Agreement authorises the implementation of a Community Contribution by the Authority as described in item 8 of the Schedule; and
- (f) item 9 of the Schedule sets out the understanding of the parties in relation to other matters related to the management and administration of the Community.

7. **GENERAL PROVISIONS**

(a) **Relationship**

It is acknowledged that nothing in this Agreement constitutes a partnership or joint venture of any kind between the parties or constitutes any relationship of employer and employee or principal and agent between the Authority and the Association or its agents, members or volunteers.

(b) **Badging and Signage**

If the Authority is providing any funding or event sponsorship in accordance with this Agreement then the Association undertakes to ensure that the Authority is acknowledged by appropriate badging and signage in accordance with the written directions of the Authority.

(c) **Variation**

The Authority may from time to time vary (or substitute) this Agreement by written notice to the Association but only if the Authority has first consulted with the Community in accordance with the Authority’s public consultation policy.

(d) **Performance and future proposals**

It is acknowledged that the satisfactory completion and/or provision of public services or facilities, the issuing of regular invoices for reimbursement (see item 7 of the Schedule) and on-going compliance with reporting obligations, may be taken into account by the Authority as a factor in assessing any applications it receives for future funding.

(e) **Notices**

A notice is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the address of the Representative of the other party.

(f) **Additional Provisions**

This Agreement includes any Additional Provisions set out in item 10 of the Schedule.

EXECUTED as a MEMORANDUM of UNDERSTANDING

SIGNED for and on behalf of

THE OUTBACK COMMUNITIES

AUTHORITY

(ABN: 45 674 479 985)

by an authorised officer

SIGNED for and on behalf of

INSERT

(ABN: **INSERT**)

by an authorised officer

.....

Signature

.....

Signature

.....

Name

.....

Name

.....

Position

.....

Position

.....

Date

.....

Date

THE SCHEDULE - PARTICULARS

1. PARTICULARS

The Community	Note: The community identified should be consistent with the community as identified in the Associations Rules of Association (see clause 1).
Financial Year	
Scope of Prescribed Matters	Note: Not all prescribed matters need to be covered in this Agreement – please include a statement as which matters are within the scope of this document.

2. REPRESENTATIVES

Authority's Representative		Association's Representative	
Name		Name	
Position		Position	
Address		Address	
Telephone		Telephone	
Mobile		Mobile	
E-mail		E-mail	

3. REPORTING BY THE ASSOCIATION (Optional)

The Association must provide the Authority with Reports in accordance with the following table.

Report (Type)	Frequency (By when)	Requirements (Information and applicable standard)
Copy of Community Organisation's minutes	Immediately following a meeting held within six weeks of signing the Agreement	Minutes must include budget monitoring report showing progress on set out at item 1 of the Schedule
Financial Statements	Before 31 December 20??	<p>Financial Statements prepared in accordance with Australian Accounting Standards setting out in detail the Association's expenditure of moneys provided to the Association by the Authority (if any) and signed by a senior office holder of the Association.</p> <p>Standard: If the moneys provided is in excess of \$1 M (GST exclusive) <u>then</u> the Association must prepare its Financial Statements in the nature of General Purpose Financial Statements.</p> <p>Note: for the purposes of compliance with Australian Accounting Standards ("AAS") this includes Tier 1 ASS and Tier 2 ASS – Reduced Disclosure Requirements.</p>

4. **FINANCIAL AND OTHER SUPPORT TO THE COMMUNITY BY THE AUTHORITY**
(Optional)

The following table sets out the nature and value of financial and other support that the Authority intends to provide directly to the Community during the Financial Year as may be further detailed in a budget spreadsheet for the Community attached to this Agreement.

Importantly it is acknowledged and agreed that:

- (a) the provision of financial and other support as described below (and in any attached Community budget) remains at all times contingent upon the availability of funds in the Authority's budget; and
- (b) unless the Authority chooses to do so, the Authority is not obligated (or required) to expend funds (or provide other support) in excess of the corresponding value set out in the table below.

Financial and Other Support	Value (GST Exclusive) (including in-kind support)

5. **PUBLIC SERVICES AND FACILITIES TO BE PROVIDED BY COMMUNITY ORGANISATIONS**
(Optional)

The following tables detail each of the public service or facilities projects that Community Organisations will be providing during the course of the Financial Year as may be further detailed in a budget spreadsheet for the Community attached to this Agreement.

Project Description	
Community Organisation	
Governance Requirements and Reporting	Note: Set out measures to ensure that Community Organisation is accountable for the performance of the project such as prior approval for works and reporting requirements.
Budget & Funding Limit (GST Exclusive)	Note: Set out estimated total cost of project (GST Exclusive)
Authority Reimbursement	Note: Set out if Community Organisation will be able to seek reimbursement of cost incurred for the project, the invoicing arrangements and percentage of costs to be reimbursed by Authority if a co-contribution arrangement is established.

Project Description	
Community Organisation	
Governance Requirements and Reporting	Note: Set out measures to ensure that Community Organisation is accountable for the performance of the project such as prior approval for works and reporting requirements.
Budget & Funding Limit (GST Exclusive)	

	Note: Set out estimated total cost of project (GST Exclusive)
Authority Reimbursement	Note: Set out if Community Organisation will be able to seek reimbursement of cost incurred for the project, the invoicing arrangements and percentage of costs to be reimbursed by Authority if a co-contribution arrangement is established.

Project Description	
Community Organisation	
Governance Requirements and Reporting	Note: Set out measures to ensure that Community Organisation is accountable for the performance of the project such as prior approval for works and reporting requirements.
Budget & Funding Limit (GST Exclusive)	Note: Set out estimated total cost of project (GST Exclusive)
Authority Reimbursement	Note: Set out if Community Organisation will be able to seek reimbursement of cost incurred for the project, the invoicing arrangements and percentage of costs to be reimbursed by Authority if a co-contribution arrangement is established.

6. **PARTICIPATION OF COMMUNITY ORGANISATIONS IN AUTHORITY ARRANGED INSURANCE**
(Optional)

The following table sets out the details and cost of the Authority arranged insurance and the participating Community Organisation(s).

Each participating Community Organisation must comply with the terms and conditions of cover provided to them by the Authority and must make any notifiable disclosures to the Authority and the insurer.

The Association is to make its own investigation as the appropriate type and level of insure cover. The Outback Communities Authority make no warranty that the type or level of cover sought by the Association or provided by the insurer is appropriate or adequate to protect the Association, its members and / or assets.

Description of Insurance:	
Amount of cover:	
Insurer:	
Participating Community Organisations:	
Cost and Contributions:	

7. **PROCEDURES FOR REIMBURSEMENT BY COMMUNITY ORGANISATIONS**
(Optional)

The following table sets out the procedures and conditions for reimbursement by the Authority of a Community Organisation's costs incurred in performance of a public service (or provision and/or operation of a public facility) that has been approved of by the Authority.

Eligibility:	Unless otherwise consented to in writing by the Authority, a Community Organisation is only eligible to seek reimbursement of its costs if providing a public service or facility for the benefit of the Community in accordance with item 5 of this Schedule.
Conditions & Limits on Payments:	<p>The Authority will only reimburse an eligible Community Organisation <u>if</u>:</p> <p>(a) it is for costs that have been reasonably expended by the Organisation for the purpose of the provision (and/or operation) of the public service or facility for the Community; <u>and</u></p> <p>(b) the amount will not exceed (or likely exceed) the total funding limit allocated by the Authority for the provision of the public service or facility.</p> <p><u>Importantly</u> if the Authority is only contributing to the cost of the public service or facility the total funding limit may be expressed as a percentage of the actual cost.</p>
Reimbursement	<p><u>Ongoing Service or Operation of a Facility</u></p> <p>If in relation to its provision of an ongoing public service or operation of a facility to the Community, an eligible Community Organisation may after each quarter during the Financial Year issue an invoice to the Authority for reimbursement of its costs (or percentage of its costs if contributing) actually incurred in the provision of that service or facility.</p> <p><u>Conduct of Works</u></p> <p>If in relation to its provision of works to provide a public facility to the Community, an eligible Community Organisation may during the Financial Year issue an invoice to the Authority for reimbursement of its costs (or percentage of its costs if contributing) actually incurred after the completion of the works or milestone as stated in item 5 or as otherwise agreed in writing with the Authority.</p> <p><u>Importantly</u> the Authority will determine whether or not a works or a milestone has been completed.</p>
Invoicing & Claims Form	<p>The Authority is not obligated to pay an invoice from a Community Organisation unless properly rendered. An invoice is properly rendered if it:</p> <p>(c) is issued in respect of a payment for which the Community Organisation is entitled to invoice for under this Agreement;</p> <p>(d) is accompanied by a Claim Form and invoices (if any) from the Community Organisation's contractor(s) engaged to provide the public service or facility;</p> <p>(e) reflects the correct amount for payment under this Agreement; and</p> <p>(f) is a valid Tax Invoice in accordance with <i>A New Tax System (Goods and</i></p>

	<p><i>Services Tax) Act 1999.</i></p> <p>The “Claim Form” must set out:</p> <p>(a) The progress of the provision of the public service or facility over the period to which the invoice relates.</p> <p>(b) Statement of the amount of any under or over expenditure for the provision of the public service or facility.</p>
Payment Terms	<p>Provided that the total limit on the amount of the funding by the Authority for the Project (as set out in item 5 or as otherwise agreed in writing between the Authority and the Community Organisation) has <u>not</u> been (or will be) exceeded, the Authority undertakes to pay the amount of a properly rendered invoice (plus any applicable GST) issued by a Community Organisation, within 30 days of receiving the Community Organisation’s invoice.</p>
Late invoices	<p>The Authority expects that the progress of public services and facilities will proceed promptly during the course of the Financial Year and expects to receive the invoice for any reimbursement of costs regularly during the course of the year.</p> <p>Last Quarter: A Community Organisation is expected to issue its last invoice for reimbursement by 1 June. Late invoices will only be accepted with the written agreement of the Authority.</p>
Cost Overruns	<p>It is acknowledged that the allocation of funds by the Authority for provision of a public service or facility represents a one-off contribution by the Authority towards this purpose for the Financial Year, and that any request for subsequent funding will require a new application.</p> <p>The Authority is under no obligation to agree to pay any subsequent funding to the Community Organisation.</p> <p>It is further acknowledged that the Authority will not be liable to reimburse a Community Organisation for any losses or cost over runs that may result from the operation of this Agreement or the carrying out of (or provision of) any public service or facility.</p>

8. **COMMUNITY CONTRIBUTION**
(Optional)

The Authority and the Association authorise for the purposes of subsection 21(3) of the OC Act a community contribution details of which are set out in the following table.

Statement of Purpose and Activity:	
------------------------------------	--

	Note: Purpose or activity that is intended to be of particular benefit to the Community in the area or to visitors to the Community
Fixed Charge as Approved by Minister (including variations):	Note: The fixed charge as approved by the Minister for the Community Contribution may vary according to the use of the land, the locality of the land or any other factor (but not one based on a valuation of the land)
Land to which the Community Contribution will relate:	

9. **OTHER MATTER FOR MANAGEMENT AND ADMINISTRATION OF THE COMMUNITY**
(Optional)

Not Used.

10. **ADDITIONAL TERMS AND CONDITIONS**
(Optional)

Not Used.

Grant Agreement Template (A2940177)

Outback Communities Authority

[INSERT NAME AND ADDRESS OF GRANT RECIPIENT]
[insert A.B.N.]

Attention:

Dear [insert contact officer name]

Re: Grant Offer for [*?* insert description] Program/Project

[I refer to your request for a grant in respect of the above Program/Project.]

I am pleased to offer you a grant of \$[*?* insert amount] (plus GST) ('**Grant**') on behalf of Outback Communities Authority.

The details of the Grant are set out in Attachment 1.

This offer is subject to your acceptance of the contents of this Letter of Offer, the Grant Details set out in Attachment 1 and the Grant Terms and Conditions set out in Attachment 2.

To accept this offer, you must sign the Acknowledgement and Acceptance of Offer on the next page and return it to the Outback Communities Authority, at this address:

PO Box 2353, Port Augusta SA 5700.

This offer will lapse if your acceptance is not received by [insert date].

If you accept this offer, the following documents will make up the Grant Agreement:

- Your Grant Proposal entitled [insert] and dated [insert] and [attached/not attached] (if any);
- The Letter of Offer;
- Your signed acceptance of this offer;
- The Grant Details (Attachment 1); and
- The Grant Terms and Conditions (Attachment 2)

[If you have any queries regarding this offer, please do not hesitate to contact [insert name and contact phone number of Departmental/Agency contact officer].]

Yours faithfully

[insert Authorised Officer's sign off]

/ /

Enclosure. **Attachment 1: Grant Details**
Attachment 2: Grant Terms and Conditions

**ACKNOWLEDGEMENT & ACCEPTANCE OF OFFER
OF GRANT FOR [insert description] PROGRAM/PROJECT**

I, authorised officer, for
and on behalf of [insert entity name (A.B.N XX XXX XXX XXX)] acknowledge and accept
the terms and conditions specified in this Letter of Offer and in Attachments 1 and 2.

Signature:

Print Full Name:

Position/Office:

Date: / /

Signed in the presence of:

Witness:

Print Full Name:

Date: / /

Attachment 1 - Grant Details

Department/Agency administering the Grant: Outback Communities Authority

Purpose of the Grant: [insert specific, clear description of the Purpose]

Outcomes: [insert (if any)]

Amount of the Grant: \$[*?]* (plus GST)

Funding Period:

Begins: [insert details]

Ends: [insert details]

Payment details:

Subject to the provision of [insert evidence required], the Minister will pay you the Grant by [*?]* insert number] \$[*?]* insert amount] plus GST upon receipt of valid Tax Invoice(s) from you.

Reports and Information:

You must regularly report, with evidence in support, on the progress of the Purpose and on the application and expenditure of the Grant to enable the O C A to be satisfied that the Grant is being used effectively and efficiently.

In addition to the information and reports the Minister may request under the Grant Terms and Conditions in Attachment 2, you must send the following reports and information to [insert Departmental/Agency contact officer], within the timeframes specified:

[insert details of reports and information including timeframes - if nothing, insert "Not Applicable"]

Public Liability Insurance: [Required/Not required] [insert amount] for any one claim

Special Conditions:

[Insert any additional Special Conditions]

Attachment 2 - Grant Terms & Conditions

Definition

In this Grant Agreement:

- (i) "Minister" means the Minister named in the Letter of Offer or if no Minister is named, the legal representative of the Crown in right of the State of South Australia named in the Letter of Offer;
- (ii) "Plus GST" means plus any GST to the extent that there is a Taxable Supply under this Grant Agreement.

Purpose of the Grant

You must use the Grant only for the Purpose specified in Attachment 1.

Repayment of Grant

If, at the end of the Funding Period, you have not expended all of the Grant, then you must notify the Minister of the unexpended amount and must repay that amount to the Minister within 14 days after the end of the Funding Period, unless the Minister agrees otherwise.

If you fail to comply with this Grant Agreement at any time, the Minister may:

- require you to repay either the whole or a portion of the Grant (whether expended or not) within 14 days of a written demand from the Minister;
- withhold funds not already paid;
- withhold future grants from you; and/or
- terminate this Grant Agreement.

Provision of Information

The Minister will need to be satisfied you are using the Grant for the Purpose and you are complying with this Grant Agreement, and will need to be able to make an informed assessment of your ongoing financial position and of the overall effectiveness of the Grant.

To enable this, you must provide any information requested by the Minister or its auditors or financial advisers (including documents, records, management accounts, financial statements, annual reports, and the information and reports listed under the section entitled 'Reports and Information' in Attachment 1).

In addition, you must provide timely advice to the Minister of:

- any significant changes to the nature and/or scope of the activities conducted by you; or
- any change to the authorised scope of the Purpose or the Outcomes.

Financial Statements and Auditing of Financial Accounts

Unless otherwise required by the Minister, you must prepare financial statements at the end of each financial year during the Funding Period of the Grant, or if the Grant is for a period of less than one year, at the end of the Funding Period.

You must ensure the financial statements are prepared in accordance with Australian Accounting Standards, are signed by an appropriate authorised senior officer of your organisation and are submitted to the Minister.

You agree the Minister may direct that your financial accounts be audited at your cost, and the Minister may specify the minimum qualifications which must be held by the person appointed to conduct the audit.

Inspection

You must allow any officer or person authorised by the Minister to enter your premises to inspect your operations (including equipment, premises, accounting records, documents and information) and interview your employees on matters pertaining to your operation and your reporting obligations under this Grant Agreement.

Rules and Legislation

You must comply with all legislation applicable to the Grant and the Purpose and with any constitution or rules which govern your operations.

Special Conditions

You must comply with the Special Conditions (if any) specified in Attachment 1.

Insurance

Unless specified as "not required" in Attachment 1, you must take out and maintain for the Funding Period a policy of public liability insurance for not less than the amount specified in Attachment 1.

You must provide a copy of the certificate of insurance for the insurance policy if required by the Minister.

Acknowledgements

You acknowledge the Grant represents a one-off contribution by the Minister towards the Purpose, and you agree any request for subsequent funding will require a new application to the Minister. The Minister is under no obligation to agree to pay any subsequent funding to you.

You acknowledge the Minister will not be liable to reimburse you for any losses or cost over runs that may result from the operation of this Grant Agreement or the carrying out of the Purpose.

Grant is personal to you

You agree the Grant is personal to you, and you must not assign, transfer or encumber any of your rights or obligations under this Grant Agreement.

Intellectual Property

You grant the Minister and the State of South Australia a non-exclusive, perpetual, royalty free licence to use any intellectual property created as part of the Purpose.