

# Funding Agreement 2021 - 2022

## Form Preview

### Funding Agreement 2020 -2021

\* indicates a required field

#### Grant details

##### Grant amount approved

This question is read only.

##### Project or Event Title

This question is read only.

#### Agreement

**THIS AGREEMENT IS MADE BETWEEN COLAC OTWAY SHIRE COUNCIL** of 2-6 Rae Street Colac ('the Council') and the Applicant.

The applicant confirms and agrees that:

- 1.** it is an authorised representative to enter into this agreement on behalf of the Applicant organisation or business.
- 2.** activities arising from the grant allocation must take place within the Colac Otway Shire and/or benefit the Colac Otway Shire community.
- 3.** funds must be spent on the activity, or goods as described in the application. Please refer to your application. Any variation to the approved activity must have Colac Otway Shire Council approval prior to implementation.
- 4.** funds provided under this agreement must be spent by the Applicant within the financial year that funds are allocated, unless otherwise agreed by the Council.
- 5.** the Applicant must return any funds not spent on the activity to Council by the end of the financial year.
- 6.** the Council is not responsible for any shortfall should the activity run over budget.
- 7.** the Applicant is required to recognise the Council as a funding source of the project or event. Contact must be made with the appropriate Council officer to obtain the relevant logo and to ensure that the Council approves proofs of all promotional materials prior to production. Unauthorised use of the Council logo on other material will result in the Applicant being ineligible to apply for further grants. The grant recipient agrees to use any Colac Otway Shire identification or logos in good faith and in such a manner as to enhance and promote the goodwill and reputation of the Council. The recipient agrees not to use the identification in association with or in relation to any activity which affects, or is likely to adversely or detrimentally affect the goodwill and reputation of the Council.
- 8.** accurate financial records of the recipient organisation must be maintained and made available to Council staff in the event of any further audit by Council into the use of the grant. Council officers may request updates or meetings with the Applicant to check on progress during the period of the activity.

# Funding Agreement 2021 - 2022

## Form Preview

**9.** an Acquittal report will be submitted for the grant within six (6) weeks of the completion date for Categories 1, 3 and 4. An Acquittal Report will be submitted for the grant within eight (8) weeks of the completion date for Category 2 Community Events and Support or Category 2a Major 'Community Organised' Events. If the reporting form is incomplete or outstanding, the Applicant will be ineligible for future grant payments until completed. A Statement of the expenditure will be required within the Acquittal Report. Documentation that provides evidence of expenditure (eg: Receipts/tax invoices paid, online banking screenshot, bank statement etc) for items funded via the grant must be included in the Acquittal Report.

**10.** A Risk Assessment must be completed and submitted for all applications other than for equipment purchases.

**11.** The Council, its servants, agents and employees shall not be responsible at any time for any liability incurred or entered into by the Applicant as a result of, or arising out of the Applicant's responsibilities under this agreement.

**12.** The Applicant shall release and indemnify the Council, its servants, agents and employees against any claim demand, liability, costs, expenses, actions arising out of or in any way connected with the activities of the Applicant, or the Applicant's agents in consequence of this agreement except where the claim, demand, liability, costs or action are caused the Council, its servants or agents.

**13.** Any variation of this agreement shall only be made in writing between the parties.

**14.** Projects or events that have commenced prior to the outcome of the application will be ineligible.

**15.** It is the Applicant's responsibility to obtain any relevant permits which may be required for the project or event e.g. Planning Permit, Building Permit, Events Permit, etc.

**16.** Applicants registered for GST will be required to submit an invoice prior to the payment of the grant.

If 'project specific' conditions are listed below, payment will be made once these have been satisfied.

For grants above \$5,000, payment will be made in two milestones.

**Milestone 1** is 90% of grant, payment upfront upon signing the Funding Agreement. If 'project specific' conditions are listed below, payment will be made once these have been met.

**Milestone 2** is 10% of grant, payment upon completion of the project/event, and satisfactory completion of the acquittal report.

**17.** Council will publicly announce the grants awarded. On behalf of the Applicant organisation, permission is given for any images or members of our group or funded project/event to be used by the Colac Otway Shire Council for the purposes of producing promotional material/advertising of the Colac Otway Shire Grants Program. This may include printed media, media releases, social media and the Council website. I will immediately advise Council should I wish to revoke consent on behalf of the organisation.

## CONDITIONS

Any specific conditions that apply to the project or event listed here must be met prior to the payment of the grant.

If there are no specified conditions which apply, this section will remain blank.

# Funding Agreement 2021 - 2022

## Form Preview

### Funding Conditions

This question is read only.

### Grant Payment

The grant funds will be paid to the recipient when this Funding Agreement has been submitted and any project/event specific conditions have been met (if specified above).

If the grant is above \$5,000 the payment will be made in two milestones (refer to #16 above)

Applicants registered for GST will be required to submit a Tax Invoice prior to the payment of the grant (grant amount + GST).

### Bank Account \*

Account Name

BSB Number

Account Number

Must be a valid Australian bank account format.

### Is the Applicant organisation registered for GST? \*

- Yes  
 No

### Invoice

**All conditions in this agreement must be met prior to the payment of the grant funds. If there are no project/event specific conditions listed above, or all conditions have been met., please provide a Tax Invoice for the grant amount + GST**

Attach a file:

If conditions are specified above, a Tax Invoice is not required until the conditions have been met.

**Organisations which are registered for GST will submit a tax invoice when the specified conditions (if any listed above) have been met.**

### Privacy Notice

The Colac Otway Shire Council is committed to protecting your privacy. We collect and handle any personal information about you or a third party in your application, for the purpose of administering your grant application and informing the public of successful applications.

In order for us to administer your grant application effectively and efficiently, we may need to disclose your personal information with others for the purpose of assessment, consultation, and reporting. This can include Council staff or Councillors.

# Funding Agreement 2021 - 2022

## Form Preview

Any personal information about you or a third party in your correspondence will be collected, held, managed, used, disclosed or transferred in accordance with the provisions of the *Privacy and Data Protections Act 2014 (Vic)* and other applicable laws.

The Council will publish information on individual grants in the public domain, including on Council's website and social media, unless otherwise prohibited by law.

### **Smartygrants Privacy Policy**

[Click Here](#) to view the Smartygrants Privacy Policy

## Declaration

I have read and understand the terms and conditions and the privacy policy.

By signing this funding agreement I confirm that I agree to all terms set out in this agreement and that I have the authority to do so on behalf of the applicant organisation.

\*

- Yes I agree
- No I do not agree

### **Applicant Contact \***

### **Position Title \***

### **Organisation \***

### **Date \***

Must be a date.