

## Good Things Foundation Australia

### Grant Schedule

1. **The Title of Project:** Be Connected: Helping older Australians thrive in a digital world  
- Get Online Week Event Activation Grants.
2. **Description of Grant:** A one-time grant of up to \$1,500 to hold an event during Get Online Week 15-20 October, to promote the Be Connected network and inspire older people to try one new thing online, develop their digital skills and confidence. The funding can be spent on activities that can be justified as supporting the Get Online Week event.
3. **Total amount of Grant:** up to \$1,500 (+GST where applicable)
4. **Payment schedule:** The amount will be paid in full in early October 2018, prior to the event.
5. **Communication:** You agree to receive email updates and marketing materials about Get Online Week from Good Things Foundation.
6. **Project outputs:** Network Partners will be required to provide a detailed report of their Get Online Week activity including funding expenditure by 30 November 2018. The min 1 A4 page report should outline:
  - When, where and for how long the event took place
  - How many people attended
  - Images, quotes and stories
  - Expenditure

All Network Partners are also required to complete a short monthly survey and be prepared to share learner journeys and good news stories so that Good Things Foundation can create case studies.

7. **Grant Period:** The grant period is from 15.10.2018 - 21.10.2018.

(For your individual organisation information please see your funding notification email)

## **Terms and Conditions ('Terms') for Be Connected: Get Online Week Event Activation Grants**

### **BACKGROUND:**

- A. We, The Funder, have agreed to pay the Grant to You, the Recipient, to assist in carrying out the Project.
- B. This Agreement sets out the terms and conditions on which the Grant is made by Us to You.
- C. These terms and conditions are intended to ensure that the Grant is used for the purposes for which it is awarded.

### **AGREED TERMS:**

#### **1. Definitions**

The following definitions apply to expressions used in these Terms:

**"Confidential Information"** means any information that You provide to Us, or vice versa, that is indicated or marked as "Confidential" at the time it is provided or ought reasonably be considered to be confidential..

**"Funding Notification email"** means the email sent to You to notify You of the grant award.

**"Grant"** means the funding provided or to be provided as defined in the Grant Schedule and the Funding Notification email.

**"Grant Documentation"** means the documentation associated with the Grant including, but not limited to, the online Project Application Form, the Grant Schedule and these Terms, and the Funding Notification email.

**"Grant Project Period"** means the term of the Project as set out in the Grant Schedule.

**"Grant Schedule"** means the schedule titled as such to which these Terms are attached

**"Know-how"** means any information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**“Project”** means the project named in the Grant Schedule for which the application of the Grant is to be carried out in accordance with these Terms.

**“Project Outputs”** means the project outputs to which You are committed as set out in the Grant Schedule.

**“Start Date”** means the date specified as such in the Grant Schedule or such later date as shall be notified to You, being the date on which the Project will be started by You.

**“Terms”** means this document as amended from time to time.

**“The Funder/We/Us/Our”** means the Good Things Foundation Limited ABN 92 618 363 974.

**“The Recipient/You/Your”** means You, the Registered Network Partner named in the Grant Schedule being the recipient of the Grant.”

**“Total Amount”** means the total amount of the Grant as set out in the Grant Schedule.

## **2. The Grant**

2.1. We have agreed to provide the Grant (exclusive of goods and services tax (“GST”)) to You, and You accept the Grant, on the terms of the Grant Documentation.

You shall:

- 2.1.1. at all times be a registered Network Partner
- 2.1.2. warrant that it is in a position to run the event during the grant delivery period.
- 2.1.3. agree to use the Grant solely for the purposes of the Project and in accordance with these terms and conditions, or as otherwise approved by Us in writing.
- 2.1.4. at all times comply with all applicable laws.
- 2.1.5. not at any time make significant change to the Project without Our prior written agreement
- 2.1.6. notify Us in advance where You intend to apply to a third party for other funding for the Project, and, where such funding is obtained, it will provide Us with details of the amount and purpose of that funding. You agree and accept that You shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that We are funding in full under this Agreement.

2.2. The Project must be delivered and completed in accordance with the Grant Documentation.

You shall:

- 2.2.1. exercise the standard of skill, care and diligence in implementing the Project that would generally and reasonably be expected of a provider of similar activities including compliance with any codes of ethics, regulations or other industry standards relevant to the Project;
  - 2.2.2. make best endeavours to produce the Project Outputs.
  - 2.2.3. ensure that any information provided to Us is true and accurate in all material respects, and notify Us in writing within 2 weeks of any changes to the information provided to us in respect of the Project (including any changes to information contained in reports);
  - 2.2.4. maintain accurate financial records, in accordance with applicable accounting standards, in relation to the use of the Grant;
  - 2.2.5. not do, or cause to be done, or allow to be done, anything within Your reasonable control, that may harm or result in detriment to Our good name and reputation, or adversely affect, reflect or impact on Us.
- 2.3. If You fail to comply with all or any of these Terms of this Agreement we are entitled to seek a refund of all monies paid or suspend any further payment that may be due to You and terminate the Grant.
- 2.4. Any claim for payment must be made through our online funding portal <https://www.beconnectednetwork.org.au/your-organisations/manage-grants#/> (login required).
- 2.5. No Grant shall be paid unless and until We are satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 2.6. You Must issue us with an Invoice complied with the requirements under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("GST Act").
- 2.6.1. All Invoices must include the reference provided by Good Things Foundation on the above named funding portal.
  - 2.6.2. If your Business is Registered for GST, the invoice must be in the form of a Tax Invoice.
  - 2.6.3. If your Business is not registered for GST, the invoice must be in the form of a normal invoice and not have the word "Tax" on it.
  - 2.6.4. If Your GST status changes during the Project Period, You must ensure Your invoice is compliant with this change, and that the change has been updated on our online funding portal.
- 2.7. Provided we have received an invoice from You with all relevant details, payment of the Grant will be made by Us via the Australian Payments Clearing Association (APCA) (BACS).
- 2.8. You shall promptly repay to Us any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where

Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by You.

- 2.9. Failure by You to meet Our quality requirements set out in the Grant Schedule may result in a suspension of further payments of the Grant or reduction of any payment of the Grant which may be due.
- 2.10. We reserve the right to vary or cancel the Project without being liable for any loss in the event that Our funding for the Project is suspended, varied or withdrawn by our funder prior to the start date of the project.
- 2.11. Any outstanding amounts owed by You to Good Things Foundation must be paid in full before any payments of the Grant will be made. Grant funding will be held back until full payment has been received by Good Things Foundation.
- 2.12. The project must be delivered in line with the Terms and Conditions of the website. If You fail to comply with the terms we will withdraw current funding.

### **3. Monitoring**

- 3.1. You must provide all information reasonably requested by Us for the purpose of evaluating and monitoring the delivery and success of the Project.
- 3.2. You shall permit any person authorised by Us such reasonable access to Your employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating Your fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 3.3. We reserve the right to see upon request evidence of a complete and rigorous written policy and set of procedures in place at all times to safeguard children, young people or vulnerable adults and compliance with such policies and procedures.
- 3.4. Where You have obtained funding from a third party for Your delivery of part of the Project, You shall include the amount of such funding in Your financial reports together with details of what that funding has been used for.
- 3.5. You must not and must not permit anyone in Your organisation to engage in any sexual, racial or other harassment or unlawful discrimination against any person (whether or not an employee) in the course of their employment with You.
- 3.6. You must collect, keep and make available for Us evidence of learners' attendance, for inspection on request. This will be hard copies of signing in

sheets which include as a minimum; name, signature, date and time the individual attended the training. This must be kept for any activity delivered as part of the Project until six months after the contract has ended. Failure to do so will result in the contract being revoked.

- 3.7. You must collect, keep and make available to Us 5 Years of Financial records for all expenditure directly or indirectly relating to the Project, starting from the date you accept these terms. We reserve the right to ask You for this financial information upon completion of the contract.
- 3.8. You shall provide Us with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

#### **4. Intellectual Property rights**

- 4.1. We agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how in any Intellectual Property designed by You in the course of the Project shall be Our property. You shall at Our request and expense execute any related documents and perform such activities as required by Us to vest all rights, title and interests to or in any such Intellectual Property to Us.
- 4.2. Where We have provided You with any of Our Intellectual Property Rights for use in connection with the Project (including without limitation Our name and logo), You shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by Us except where We have given You express written consent to use such rights.

#### **5. Data Protection and Confidentiality**

- 5.1. You shall (and shall procure that any of Your staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under relevant data protection legislation including but without limitation the Data Protection Act 2018, and both Parties will duly observe all their obligations under such legislation, which arise in connection with the Agreement.
- 5.2. All confidential information provided by Us and used by You during the course of the Grant Project Period shall remain Our property and You will treat it as strictly confidential.
- 5.3. All confidential information provided by You and used by Us during the course of the Grant Project Period shall remain Your property and We will treat it as strictly confidential.

5.4. You will:

- 5.4.1. comply with the *Privacy Act 1988* (Cth), in relation to any personal information (as defined in that legislation) that is collected, used or disclosed under this Grant Agreement, as applicable
- 5.4.2. not do anything with Personal Information that will cause Us to breach Our obligations under the *Privacy Act 1988* (Cth);
- 5.4.3. provide all assistance as required by us to assist us in complying with our obligations when dealing with personal Information.

## **6. Notification**

6.1. You must immediately notify Us in writing of any incident or circumstance:

- 6.1.1. involving a breach or a potential breach of these Terms;
- 6.1.2. involving a conflict of interest or a potential conflict of interest that may restrict you in undertaking the Project in fair independent way;
- 6.1.3. in the nature of an emergency affecting the Project; and
- 6.1.4. that may have any impact on Our good name and reputation; and
- 6.1.5. which would, or would likely, have a material impact on the desired Project outcomes.

## **7. Information and images**

7.1. To enable Us to promote Our activities or the Project, You agree to:

- 7.1.1. permit Us to use information about You or the Project: and
- 7.1.2. provide to Us relevant images about You or the Project (ensuring that the consent in relation to the use of such image has been obtained in respect of any person who may appear in each image).

## **8. Limitation of Liability**

8.1. We accept no liability for any consequences, whether direct or indirect, that may come about from Your running of the Project, the use of the Grant or from withdrawal of the Grant. You shall indemnify and hold harmless Us, Our employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of Your actions and/or omissions in relation to the Project, the non-fulfilment of Your obligations under this Agreement or Your obligations to third parties.

8.2. Subject to Clause 8.1, Our liability under this Agreement is limited to the payment of the Grant.

## **9. Insurance**

- 9.1. You shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by You, arising out of the Your performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 9.2. If We ask, You must provide certificates of currency for the insurance and/or a warranty from Your insurer that the policy extends to and will cover potential liability arising under this Agreement.

## **10. Warranties**

You warrant, undertake and agree that:

- a. You have all necessary resources, approvals, powers and expertise to deliver the Project (assuming due receipt of the Grant);
- b. You shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify Us immediately of any significant departure from such legislation, codes or recommendations;
- c. All financial and other information concerning You which has been disclosed to Us is to the best of Our knowledge and belief, true and accurate;
- d. You are not aware of anything in Your own affairs, which You have not disclosed to Us or any of Our advisers, which might reasonably have influenced Our decision to make the Grant on the terms contained in this Agreement;

## **11. Duration**

- 11.1. Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by You, whichever is longer.
- 11.2. Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## **12. Termination**

We may terminate this Agreement and any Grant payments on giving You one week written notice should it be required to do so by financial restraints or for any other reason.

## **13. Assignment**

You may not, without Our prior written consent, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.



#### **14. Waiver**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

#### **15. Notices**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.30 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

#### **16. Dispute Resolution**

- 16.1. In the event of any complaint or dispute (which does not relate to Our right to withhold funds or terminate) arising between the parties in relation to this Agreement the matter should first be referred for resolution between the parties themselves with a view to resolve the matter within 28 days, or such other period as may be mutually agreed.
- 16.2. In the absence of agreement under Clause 16.1, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

#### **17. No Partnership or Agency**

This Agreement shall not create any partnership or joint venture between Us, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

#### **18. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Australia and the parties irrevocably submit to the exclusive jurisdiction of the Australian courts.