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Standard grant Conditions

**The person authorised to enter into legal agreements on behalf of the Organisation agree that:**

1. Payment of grant
   1. Prior to release of the grant payment, the Organisation will provide:
      1. a Tax Invoice where applicable
      2. all additional information requested in the Letter of Grant Offer
   2. Large Grants (of more than $5,000) may be paid in instalments and their release conditional on receipt of adequate progress reports at agreed milestones. These details are scheduled in the Grant Memorandum of Understanding (MOU).
   3. The Organisation will provide a receipt for the grant amount within 14 days of receiving the payment
2. The grant will be used solely for the purpose defined in the approved grant application.
3. Unused funds will be repaid to Wyemando if:
   1. they are surplus to needs in carrying out the purposes of the grant
   2. the Organisation stops delivering the Activity (project) and is unable to complete the activity
   3. the grant is terminated by Wyemando
4. The Organisation will do its best to complete the Activity within the program timeframe designated in the approved grant application (the “Activity Run Time”), commencing on the date the grant payment (or first instalment) is received.
5. The Organisation will promptly advise Wyemando of:
   1. any circumstance which may affect the Organisation’s ability to undertake or complete the Activity within the Specified Time.
   2. actual or likely changes to significant details included in the approved grant application, including but not limited to change in scope, timeframe, personnel, activity location or budget
   3. Wyemando reserves the right to amend funding approval if the nature of the Activity is significantly changed
6. The organisation agrees to report in the following manner:
   1. **For Small Grants:**
      1. During the Activity, provide verbal feedback about progress when requested by Wyemando
      2. At the conclusion of the Activity, provide a brief written report complying with Wyemando’s Small Grant Reporting Guidelines
      3. Provide a copy of any material published as part of the project
   2. **For Large Grants:**
      1. During the Activity,provide written progress reports at agreed milestones as specified in the Activity Memorandum of Understanding
      2. provide an annual progress report for Activities running longer than twelve (12) months
      3. At completion of the Activity, provide a written acquittal report complying with the requirements outlined in the Activity MOU, within two (2) months of the Activity’s completion
      4. Provide a copy of any material published as part of the project
7. The Organisation will show the Grant separately in its books of accounts and keep adequate records to enable the use of the grant funds to be readily checked. Wyemando has a right, on reasonable notice, to inspect such records of relevance to the Grant Funds.
8. The Organisation warrants that the Activity complies with all applicable Local, State and Commonwealth laws .
9. The Organisation will ensure that all participants in the Activity respect and uphold all applicable laws, particularly in relation to the management and supervision of children.
10. Insurance
    1. The Organisation warrants that it holds and will continue to hold for the duration of the Activity all insurances that the Organisation’s Management Committee considers appropriate to ensure adequate coverage for the association.
    2. The Organisation will provide Certificates of Currency to Wyemando for all required insurances and, upon request, a copy of the insurance policy
11. Intellectual Property
    1. The title, copyright and all other rights to the intellectual property of any materials, works, information, objects or things produced in the course of the Activity shall vest with the person, group or organisation nominated in the approved grant application.
    2. The Organisation warrants that it has obtained all necessary written licence from any third party owner in respect to this clause
12. The Organisation will acknowledge the support of Wyemando in any published or display material as per Wyemando’s current [Acknowledgement Guidelines](http://www.wyemando.org.au/wp-content/uploads/2015/08/Acknowledgement-Guidelines-Aug-20151.docx)
13. Permission to publish supplied photographs
    1. The Organisation agrees to use of photographs provided to Wyemando, for the purpose of promoting the Activity and/or Wyemando.
    2. The Organisation warrants that any identifiable persons in the supplied photographs has given written permission for the photographs’ publication and use by the Organisation and/or Wyemando and, where under 18 years of age, the identifiable person’s parent has given written permission.
    3. The Organisation undertakes to notify Wyemando immediately if, for cultural reasons, it is inappropriate for Wyemando to continue to use any photographs or written materials.
14. If the Organisation breaches any of these terms and conditions, Wyemando can withhold grant payment(s) or terminate or suspend the agreement at any time and without giving the Organisation any prior notice. In the event that a breach has occurred Wyemando will provide the Organisation with written notice of the reasons that the payment has been withheld or the termination or suspension of the agreement. In the event that, at the complete discretion of Wyemando, the breach is capable of rectification then Wyemando will offer the Organisation 14 days in which to rectify the breach. If Wyemando considers that the breach is not capable of rectification then the contract shall be considered terminated and Wyemando may, at its discretion, seek full repayment of any part of the Grant that has already been paid to the Organisation.

**I/we agree to the Standard Grant Conditions as outlined above.**

**Activity name** …………………………………………………………………………………………………………………….………….

**Application date** ……………………………… **Organisation** **ABN** .………………………………………………………….

**Organisation name** …………………………………………………………………………………………………………………………………

**Signed** …………………………………………………..………… **Date** …………………………………………………….

**Full name (please print)** ………………………………………………………………………………………………………………………………..

**Role within the Organisation** .……………………………………………………………………………………………………………………….