

Supporting Communities in Bushfire Recovery Community Grants Program Grant Agreement

Contract number
Provider Name

Date of Agreement

Day/month/year

Background

Healthy North Coast Limited (HNC) enter into this Agreement to provide the Grantee with grant funding for the purpose of undertaking the associated Activity.

The Grantee agrees to use the grant funding to undertake the associated Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- a) This document
- b) The Grant Details
- c) General Grant Conditions.

This Agreement represents the Parties' entire agreement in relation to the Grant provided under it and the relevant Activity as of the Date of Agreement above. This Agreement supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

This Agreement will not be legally binding on the Grantee or HNC, and no legal obligations will arise, until both Parties sign and date the Agreement and HNC returns a fully executed copy of the Grant Agreement to the Grantee.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details

A. Parties

Healthy North Coast Limited

Full organisation name	Healthy North Coast Limited (HNC)
Australian Business Number (ABN)	ABN 18 154 252 132
Address	106-108 Tamar Street (PO Box 957) Ballina, NSW, 2478
Enquiries	Email: commissioning@hnc.org.au Tel: 02 6659 1800

The Grantee

Full organisation name	Insert details
Australian Business Number (ABN)	Insert details
Organisation address	Insert details
Registered for Goods and Services Tax (GST)?	Insert details
Date from which GST registration was effective?	Insert details
Key contact	Name Position: Email: Tel:

B. Duration of the Grant

Activity Commencement Date	Insert details
Activity End Date	Insert details
Agreement End Date	Insert details

C. Purpose of the Grant Program

The Grant is being provided as part of the Community Grants Program - Supporting Communities in Bushfire Recovery.

The purpose of the Community Grants Program is to support grassroots community activities that aim to strengthen social connectedness, emotional wellbeing, and resilience and assist communities to recover and heal. Funding is provided to local organisations in bushfire affected communities for activities that promote any or all of:

- social cohesion, connectedness and supportive friendship and relationships;
- community wellbeing, resilience, mental health healing and post-trauma recovery for communities;
- information about services and where to seek assistance when needed; and
- assistance to identify and support distressed or struggling peers or family members.

D. Activity

Insert detail of grant activity (as per approved grant application)

E. Payment of the Grant

Total amount of the Grant	\$ insert (GST excl.)	\$ insert (GST incl.)
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Goods and Services Tax (GST) is payable on the Grant only if the Grantee is registered for GST.

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls.

The Grantee must return a fully signed Recipient Created Tax Invoice (RCTI) Agreement authorising HNC to create an invoice on their behalf for the full Grant amount. HNC will process the payment within 10 Business Days after having received the signed RCTI Agreement and Grant Agreement.

F. Reporting

The Grantee agrees to return the following Agreements in the form specified and to provide Grant Activity Status Reports to HNC in accordance with the following schedule:

The Grantee may be requested to provide HNC with additional Activity progress information from time to time during the duration of the funded Activity.

Milestone and reports schedule	Due date
Grant Agreement	Date
RCTI Agreement (provided by HNC)	Date
Grant Activity Status Report (template provided by HNC)	Date

G. Supplementary terms

G.1 Activity budget

The Grantee agrees to use the Grant to undertake the Activity consistent with the Final Budget as approved by HNC.

G.2. Acknowledgements

In accordance with Clause 2 of the terms and conditions below, Grantees contracted or commissioned by HNC through the North Coast PHN Program must include a funding acknowledgement in all communications materials by including this statement text:

'This [activity/service/event] is funded by Healthy North Coast through the North Coast PHN Program.'

All materials should also contain the Healthy North Coast and North Coast PHN logo lockup and be submitted to HNC for approval by the HNC Communications Team prior to printing, distribution or publication. The logos and the link to submit materials can be accessed here via the HNC website <https://hnc.org.au/partners/logos>.

G.3 Record keeping

The Grantee must:

- (a) identify the receipt and expenditure of the Grant separately within the Grantee's accounts and records so that at all times the Grant is identifiable
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported
- (c) maintain non-financial records relating to the Activity, including copies of any resources used.

The Grantee agrees to maintain the records for five years after the Activity Completion Date and provide copies of the records to HNC upon request.

Full audit right

The Grantee may be subject to an audit of the Activity at any time for the duration of the Agreement. The Grantee undergoing an audit will be advised two weeks prior to the agreed date and informed which records will be audited.

Term G.3 survives the termination, cancellation or expiry of the Agreement.

G.4 Insurances

The Grantee must maintain all appropriate insurances that apply for the Activity including public liability insurance cover to a minimum of \$5 million for any one occurrence as well as professional indemnity and workers compensation insurances (if applicable).

Signatories to the Grant Agreement

Executed as an Agreement by the following persons, who warrant authority to bind the Grantee in the presence of:

Executed by **ENTITY NAME OF GRANTEE** ABN **number**

Authorised Officer's Signature

Signature of Witness

Full name of Authorised Officer (Please print)

Full name of Witness (Please print)

Position Held

Executed by HEALTHY NORTH COAST LIMITED ABN 18 154 252 132

by its authorised representative who warrants that they have authority to bind the company:

Signature of Authorised Representative

Signature of Witness

Name of Authorised Representative

Name of Witness

General Grant Conditions

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge HNC's support in Material published in connection with this Agreement as required under Term G2.

3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

3.3 HNC, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to HNC the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify HNC promptly of any actual, perceived or potential conflicts of interest which could affect its performance of

this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 HNC agrees to pay the Grant to the Grantee in accordance with this Agreement.

8.2 The parties agree that the amount of the Grant is inclusive of any GST payable and the Grantee agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a report, in the form required by HNC and signed by the Grantee, verifying the Grant was spent in accordance with the Agreement.

10. Repayment

If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to HNC unless agreed otherwise.

11. Record keeping

The Grantee agrees to maintain records of the Grant as required under Term G.3.

12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material. **12.2** This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives HNC a nonexclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for PHN Purposes.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by HNC, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide HNC with proof when requested as detailed under Term G.3.

If HNC requests, the Grantee must provide within 7 days certificates of currency or other reasonable evidence that the Grantee has the required insurances.

The Grantee must immediately notify

HNC of any circumstances or events likely to give rise to a claim for Loss under the policies of insurance required under Term G.3.

16. Indemnities

16.1 The Grantee indemnifies HNC its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify HNC will reduce proportionally to the extent any act or omission involving fault on the part of HNC contributed to the claim, loss or damage.

17. Vulnerable Persons

The Grantee must:

- (a) before engaging any employee and / or subcontractor and / or volunteer in relation to any part of the Activity that involves working with a Vulnerable Person get a National Police Certificate for that employee and / or subcontractor (that is less than six months old), and, where applicable, a valid Working With Children Check for them;
- (b) ensure that the employee and / or subcontractor and / or volunteer is not prevented by any Law from providing the

Activity where they might have contact with Vulnerable Persons;

- (c) not allow the employee and / or subcontractor and / or volunteer to perform any part of the Activity where they might have contact with Vulnerable Persons if a National Police Certificate or Working With Children Check indicates that they have a Serious Record or that they are not suitable to work with children. The Grantee must also notify HNC of the results of the National Police Certificate or Working With Children Check;
- (d) within 24 hours after becoming aware that the employee and / or subcontractor and / or volunteer has been charged or convicted of a Serious Offence or Other Offence notify HNC and provide all information HNC requests; and
- (e) immediately comply with any direction by HNC to have the employee and / or subcontractor and / or volunteer stop providing some or all of the Activity notified by HNC.

18. Clinical governance

For a clinical Activity, the Grantee must maintain for the duration of the Agreement arrangements satisfactory to HNC (acting reasonably) to ensure that clinical governance is proactively managed, including:

- (a) adoption of industry standards of practice or other best practice standards directed by HNC relevant to the Activity;
- (b) ensuring that the Grantee remains accredited and certified under all relevant standards and quality frameworks (including where standards or frameworks commence or change application during the duration of the Agreement obtaining and maintaining those accreditations or certifications);
- (c) ensuring employees and / or subcontractors work to their appropriate scope of practice and within the limits of their qualifications, expertise and experience;
- (d) a suitable complaints process;
- (e) suitable arrangements for the supervision and oversight of individual practitioners;
- (f) a risk and incident identification,

documentation, management and reporting process that includes the immediate and adequate reporting to HNC if a Major Incident occurs;

- (g) providing HNC with all reasonable assistance to allow HNC to monitor compliance with the clinical governance arrangements; and
- (h) any other such arrangements specified in this Agreement.

19. Dispute resolution

19.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

19.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

19.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

20. Termination for default

HNC may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

21. Cancellation for convenience

21.1 HNC may cancel this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which HNC believes will negatively affect the Grantee's ability to comply with this Agreement.

21.2 The Grantee agrees on receipt of a notice of cancellation under clause 21.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

21.3 In the event of cancellation under clause 21.1 HNC will be liable only to reimburse any

reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and that are not covered by any grant amount that has not been spent in accordance with this Agreement.

21.4 HNC's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

21.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

22. Survival

Clauses 10, 12, 13, 14, 16, 22 and 23 survive termination, cancellation or expiry of this Agreement.

23. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), HNC General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **HNC Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.

- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
 - **General Grant Conditions** means this document.
 - **Grant** means the money, or any part of it, payable by HNC to the Grantee as specified in the Grant Details.
 - **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
 - **Grant Details** means the document titled Grant Details that forms part of this Agreement.
 - **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
 - **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
 - **Major Incident** includes without limitation:
 - (a) death or serious injury suffered by an employee and / or subcontractor or consumer;
 - (b) an allegation of professional misconduct against an employee and / or subcontractor;
 - (c) an employee and / or subcontractor requiring a prolonged leave of absence following an adverse event in the workplace;
 - (d) death of a consumer (unrelated to the natural course of the underlying illness and/or differing from the immediate expected outcome of patient management);
 - (e) major and permanent loss of function of a consumer (sensory, motor, physiological or intellectual) or disfigurement (unrelated to the natural course of the underlying illness or differing from the expected outcome of patient management);
 - (f) loss of an essential service resulting in shutdown of a service unit or facility;
 - (g) Activation of the Grantee's disaster plan;
 - (h) destruction or damage to property requiring significant unbudgeted expenditure;
 - (i) loss of 25% or more of the Grantee's funding, income, annual budget or other financial support;
 - (j) unauthorised access, loss or other breach of the Grantee's data;
 - (k) unauthorised access, loss or other breach of consumers' privacy and confidential information; and
 - (l) claims whether substantiated or not in the media that may have an impact on community perception of the Grantee or the Grantee's standing or that of HNC;
- **Other Offence** means a conviction, finding or guilt, on the spot fine or court order relating to:
 - (a) an apprehended violence or protection order made against the person;
 - (b) a traffic offence involving speeding more than 30km over the speed limit, injury to a person or damage to property;
 - (c) a crime or offence (or attempt to commit a crime or offence) involving the consumption, dealing in, possession or handling of alcohol, a prohibited drug, a prohibited narcotic or other prohibited substance;
 - (d) a crime or offence (or attempt to commit a crime or offence) involving violence against or the injury of but not the death of a person; or
 - (e) a crime or offence (or attempt to commit a crime or offence) involving dishonesty that is not covered by paragraph (c) of the definition of 'Serious Offence';
 - **Party** means the Grantee or HNC
 - **Personal Information** has the same meaning as in the *Privacy Act 1988*.

- **Reporting Material** means all Material which the Grantee is required to provide to HNC for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.
- **Serious Offence** means:
 - (a) a crime or offence involving the death of a person;
 - (b) a sex related offence or a crime, including sexual assault (whether against an adult or Child), Child pornography, or an indecent act involving a Child;
 - (c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or
 - (d) an attempt to commit a crime described in (a) to (c).
- **Serious Record** means a conviction or finding of guilt in relation to a Serious Offence;
- **Vulnerable Person** means:
 - (a) a child, being an individual under the age of 18; or
 - (b) an individual aged 18 years and above who is or may be unable to take care of themselves against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.