

# Community Grant Scheme - Terms and Conditions

These Terms and Conditions are to be read in conjunction with the relevant Sydney Motorway Corporation Community Grants Scheme Application Form and Guidelines, which are available on the Sydney Motorway Corporation website and detail who is eligible to apply and how to apply.

In submitting an application, applicants are deemed to have accepted these Terms and Conditions applicable to the application process and any subsequent funding, which may be granted by Sydney Motorway Corporation. For any questions regarding these Terms and Conditions contact us via email: [communityconnections@westconnex.com.au](mailto:communityconnections@westconnex.com.au).

## 1. Applying

- 1.1. In making the application, the organisation agrees:
  - i to comply with these Terms and Conditions;
  - ii that its initiative does not involve illegal activities or high risk activities;
  - iii that it will not be eligible for future funding and funding may be withdrawn if it does not comply with the Terms and Conditions;
  - iv that it will be added to a Sydney Motorway Corporation Community Grant Scheme contact list to receive information about Sydney Motorway Corporation projects.

## 2. Assessment of your application

- 2.1. Formal assessment of applications will reference assessment criteria. This will include establishing that the application:
  - i meets the eligibility and funding criteria set out in the Guidelines; and
  - ii has been completed in full, satisfactorily and is accompanied by the appropriate documentation.
- 2.2. Any decision to grant or not grant funding from the Fund will be made in Sydney

Motorway Corporation's sole and absolute discretion. This decision is not subject to review or appeal.

- 2.3. Sydney Motorway Corporation will send successful applicants an email confirming the outcome, including requirement for an invoice in order for payment to be transferred. Successful applicants may also be required to enter into a separate funding agreement with Sydney Motorway Corporation, which will set out additional requirements, obligations and terms and conditions in relation to the funding granted.
- 2.4. Sydney Motorway Corporation will not be required, and does not intend to, provide reasons for any decisions made in relation to any refusal to make a grant or any amount that is determined to be granted.
- 2.5. Sydney Motorway Corporation reserves the right, in its sole and absolute discretion, to modify the processes outlined in this section or to follow a different assessment process or to cease its Grants Scheme.

## 3. Acknowledgements

- 3.1. The Recipient agrees to acknowledge Sydney Motorway Corporation support in any Material published in connection with the Initiative and agrees to use any form of acknowledgment Sydney Motorway Corporation reasonably specify.
- 3.2. The Recipient will be required to comply with any Sydney Motorway Corporation branding and recognition requirements in the delivery of the Initiative.
- 3.3. All advertising, signage, media releases and other promotional material that contains the Sydney Motorway Corporation, WestConnex and the Community Grant Scheme name or logo must be submitted to and approved by Sydney Motorway Corporation prior to its production and release.
- 3.4. Sydney Motorway Corporation will use information and photographs about the funded initiative to promote Sydney Motorway Corporation, WestConnex and the

Community Grant Scheme and the work being delivered, including via the media in accordance.

3.5. Successful applicants agree to be included in various promotional, media, communication and marketing material and will cooperate with Sydney Motorway Corporation in promoting the WestConnex Community Grant Scheme.

3.6. The Recipient must not use any Sydney Motorway Corporation branding for purposes not directly related to the Initiative.

## 4. Notices

4.1. The Recipient agrees to notify Sydney Motorway Corporation of anything reasonably likely to affect the performance of the Initiative or otherwise as required under these Terms and Conditions as soon as possible.

## 5. Relationship between the Parties

5.1. A Party is not by virtue of these Terms and Conditions the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## 6. Use of Specified Personnel

6.1. The Recipient remains responsible for compliance with these Terms and Conditions, including in relation to any tasks undertaken by subcontractors, Specified Personnel or other persons engaged by the Recipient.

## 7. Conflict of interest

7.1. The Recipient agrees to notify Sydney Motorway Corporation promptly of any actual, perceived or potential conflicts of interest which could affect the Recipient's performance of the Initiative and agrees to take action to resolve the conflict.

## 8. Variation

8.1. These Terms and Conditions may be varied at any time by the Sydney Motorway Corporation.

## 9. Provision and usage of funds

9.1. Sydney Motorway Corporation will provide the successful applicant(s) (Recipient) with funding in a one-off payment to carry out the Initiative.

9.2. The Recipient must provide an invoice addressed to Sydney Motorway Corporation, ABN 47 601 507 591, GPO Box 3905, SYDNEY NSW 2001. All invoices need to

include an invoice number and date, the vendor's business name(s), ABN/ACN or Incorporation Number, bank account details, address, contact number and email address.

9.3. Sydney Motorway Corporation may by notice withhold payment of any amount of the Grant where Sydney Motorway Corporation reasonably believes the Recipient has not complied with these Terms and Conditions or is unable to undertake the Initiative.

## 10. Spending the Grant

10.1. The Recipient agrees to spend the Grant for the purpose of undertaking the Initiative only.

10.2. The Recipient agrees to provide an Achievement Report, verifying the Grant was spent in accordance with the Grant Approval and these Terms and Conditions.

10.3. Expenditure of the funds granted must be completed within 6 months of the date of the Grant unless otherwise agreed with Sydney Motorway Corporation. The Recipient agrees to refund any amounts not expended by this date.

10.4. Sydney Motorway Corporation will not be responsible for any additional project costs, nor obliged to pay any monies additional to the amount granted.

## 11. Repayment, Variation or Termination

11.1. Sydney Motorway Corporation may terminate the Grant or Initiative or request the Recipient to modify the Initiative or require a repayment of the Grant if:

- i the Recipient has breached these Terms and Conditions including if the Recipient has spent the Grant otherwise than in accordance with the Terms and Conditions;
- ii if Sydney Motorway Corporation determines that the funding criteria is not met by the Recipient;
- iii the Recipient was not eligible to receive the Grant;
- iv the Recipient has provided false or misleading statements in the Grant Application or the Grant Application was incomplete or incorrect;
- v the Recipient has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration;
- vi the Recipient has, in relation to these Terms and Conditions,

breached a law of the Commonwealth, or of a State or Territory;

- vii the Recipient has had a Change in Control or Change in Circumstance that will negatively affect the Recipient's ability to comply with these Terms and Conditions; or
- viii the Recipient is otherwise notified in writing by the Sydney Motorway Corporation.

- 11.2. The Recipient agrees, on receipt of a notice of termination or variation, to:
- i stop or vary the performance of the Recipient's obligations and Initiative as specified in the notice;
  - ii repay any funds that the Recipient has received from Sydney Motorway Corporation;
  - iii take all available steps to minimise loss resulting from that termination or reduction.
- 11.3. The Recipient will not be entitled to any compensation whatsoever as a consequence of a termination or variation of the Initiative or Grant.
- 11.4. If at any time the stated purpose of the Initiative is no longer possible or cannot be completed in the manner described in the Grant Application submitted to Sydney Motorway Corporation, the Recipient agrees to return any unspent amount of the Grant within 2 weeks of this becoming apparent. However, Sydney Motorway Corporation may (in its sole discretion) agree to a variation to the Initiative provided the Initiative and Recipient otherwise meets all Grant criteria.

## 12. Record keeping and Reporting

- 12.1. The Recipient agrees to maintain records of the expenditure of the Grant for a period of at least 7 years from the date of the grant of the funding.
- 12.2. The Recipient acknowledges that giving false or misleading information is a serious criminal offence.
- 12.3. The Recipient may be asked to provide written reports on the progress of the Initiative including details of expenditure.
- 12.4. The Recipient agrees to allow Sydney Motorway Corporation or its authorised representative to inspect, audit or copy any information or record relating to the Initiative and expenditure of the Grant.
- 12.5. The Recipient must complete and provide to Sydney Motorway Corporation a detailed

summary of the outcomes of the Initiative (Achievement Report). The Achievement Report must be provided to Sydney Motorway Corporation within four weeks of the date of the completion of the Initiative or seven months of receiving the Grant, whichever is the earlier. Failure to supply the Achievement Report will automatically disqualify the Recipient from applying for funding in future periods.

## 13. Intellectual Property

- 13.1. The Recipient's Initiative and Grant Application must not infringe the intellectual property rights of any person or entity and the Recipient indemnifies Sydney Motorway Corporation against any claim made against Sydney Motorway Corporation alleging that Sydney Motorway Corporation's use of information provided by the Recipient infringed the intellectual property rights of any person.
- 13.2. The Recipient grants Sydney Motorway Corporation a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish any Material in relation to the Initiative.

## 14. Privacy

- 14.1. The Recipient agrees to manage all Personal Information in accordance with the requirements of Privacy Legislation and comply with the Information Protection Principles in the NSW Privacy and Personal Information Protection Act. This means the Recipient may only hold the personal information and deal with it only for the purposes of the Initiative and not for any other purpose.

## 15. Confidentiality

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

## 16. Compliance with Laws and Insurance

- 16.1. The Recipient must keep and maintain adequate insurance (including public liability insurance) against any claims for loss or damage to property and injury or death to persons arising from activities the subject of the Initiative and provide Sydney Motorway Corporation with proof when requested.
- 16.2. The Recipient agrees to comply with all laws (including Work Health and Safety laws) and obtain all necessary approvals to

carry out the Initiative.

## 17. Indemnities

- 17.1. To the extent permitted by law, Sydney Motorway Corporation and its board, directors, officers, employees, contractors and agents, will not be liable for any loss, damage, or personal injury suffered or sustained in connection the Initiative including the expenditure of the Grant or the Recipient's Grant Application or any other activities of the Recipient or its personnel.
- 17.2. The Recipient agrees to indemnify Sydney Motorway Corporation, Sydney Motorway Corporation officers, employees and contractors against any claim, loss or damage arising in connection with the Recipient's activities including the Initiative.
- 17.3. The Recipient's obligation to indemnify under this clause will reduce proportionally to the extent any act or omission involving fault on Sydney Motorway Corporation's part contributed to the claim, loss or damage.

## 18. Vulnerable Persons

- 18.1. This clause 18 applies if the Initiative, or any part of the Initiative involves working with, or contact with, Vulnerable Persons.
- 18.2. The Recipient agrees that when engaging or deploying a person (whether as an officer, employee, contractor, or volunteer) in relation to any part of the Initiative, both the Recipient and those persons deployed will comply with all State and Commonwealth requirements including Working with Children Check.

## DEFINITIONS

In these Terms and Conditions, unless the contrary appears:

- **Change in Control** means any change in any person(s) who directly exercise effective control over the Recipient.
- **Change in Circumstance** means any significant change to the Recipient, including but not limited to:
  - i Loss of Specified Personnel;
  - ii Significant loss of staff delivering the Initiative;
  - iii Changes to the location of premises where the Initiative is delivered;
- iv Changes in the Recipient's governance arrangements;
- v Changes to the Recipient's financial management of the Grant;
- vi Increased adverse issues management outcomes; and
- vii Any negative impact on the Recipient's financial viability.
- **Completion Date** means the date or event specified in the Grant Approval.
- **Grant** means the money, or any part of it, payable by Sydney Motorway Corporation to the Recipient for the carrying out of the Initiative.
- **Grant Application** means the application for the Grant made by the Recipient.
- **Grant Approval** means the approval of the Grant Application by Sydney Motorway Corporation.
- **Initiative** means the activities for which funding under the WestConnex Community Grants Scheme has been provided to the Recipient.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual Initiative (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.
- **Party** means the Recipient or Sydney Motorway Corporation.
- **Personal Information** has the same meaning as in the Privacy Legislation.
- **Sydney Motorway Corporation** means Sydney Motorway Corporation Pty Ltd ABN 47 601 507 591
- **Specified Personnel** means the personnel, if any, required to undertake the Initiative or part of the Initiative as set out in the Grant Application.
- **Vulnerable Person** means:
  - i a child, being an individual under the age of 18; or
  - ii 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.