

Grant Funding Agreement



Congratulations! You (the **Applicant**) have been awarded a grant from the My Mitcham Community Grant program!

Please read through this Grant Funding Agreement thoroughly. This Agreement should be completed within **one month** of notification of your successful application and is required to be accepted by you ahead of the transfer of grant funds to you.

This Agreement sets out the terms and conditions applicable to the grant. By accepting the grant you agree to deliver the Project in accordance with this Agreement, that you accept full responsibility for the project for which the funds are supplied, and that the City of Mitcham (the **Council**) has no responsibility for the Project other than to pay the grant as set out in this Agreement.

1. Use of grant funds

- a. Grant funds must be expended only on the project approved by Council as set out in your grant application (the **Project**) and not for any other purpose.
- b. All funds are required to be spent within 12 months of approval. Any unspent funds after this period must be returned to the Council.
- c. Any proposed significant changes to the Project must be notified to the Council and must not be implemented using grant funding without an approved change request from the Council.

2. Permits, licenses and approvals

- a. Grant approval does not constitute approval to proceed with the Project, nor does it constitute Council's endorsement of the Project.
- b. The Applicant is responsible for obtaining all relevant permits, licences and approvals required to deliver the Project. The Project must not proceed and grant funding must not be utilised towards it unless all required approvals have been granted.
- c. You must provide the Council with:
 - i. a copy of any approval required for or relating to the Project; or

- ii. any other information relevant to your compliance with this Agreement upon request by the Council.
- d. If any licence, permit or approvals for delivery of the Project are not obtained such that the Project is unable to proceed, all grant funds must be returned to the Council.

3. Public liability insurance, risk management and DHS clearances

- a. The Project is to be delivered at your own risk and in compliance with all laws.
- b. The applicant is solely responsible for:
 - i. taking out and maintaining appropriate public liability insurance as required by any permit/approval or by any landowner;
 - ii. all risk management in connection with delivery of the Project, including provision of any risk management plan that may be requested by the Council; and
 - iii. ensuring where applicable, Department of Human Services (DHS) clearances are obtained for the delivery of the Project.

4. Acknowledgment of City of Mitcham's contribution

- a. The Applicants must acknowledge the Council's financial support in all relevant publications, promotional materials and communications relating to the Project.
- b. For the purposes of complying with 4a. the Applicant will be provided with the Council's Grants Branding Guide together with official Council logos and must ensure:
 - i. all acknowledgements comply with the Council's Grants Branding Guide;
 - ii. when promoting the Project on social media, the following statement must be used: *"This project is proudly supported by the City of Mitcham's Grants Program."*; and
 - iii. prior approval by the Council is obtained before distributing any promotional material inclusive of the required acknowledgement of the Council (approval must be obtained from Julie Lamond, Manager Engagement and Governance, via email at jlamond@mitchamcouncil.sa.gov.au or by phone on 8372 8871).
- c. If you are hosting an event, you must display the Council's banner to demonstrate Council support. You must prebook via the relevant form, collect and return the banner to the Council's Civic Centre, located at 131 Belair Road, Torrens Park. The banner must be returned no later than two working days after the event.

5. Acknowledgement of Country

- a. The Council recommends that any event held in connection with the Project commence with an Acknowledgment of Country and, particularly for large events, that an Aboriginal Elder is engaged to provide the Welcome to Country.

6. Dealings with Council

- a. You must, and agree to:
 - i. maintain transparency and good communication with the Council in relation to all matters relating to this Agreement;
 - ii. at all times keep the Council promptly and fully informed of the following:
 - 1. any matter which is likely to affect completion of the Project;
 - 2. any matter in connection with the Project that may result in any potential liability to the Applicant;
 - iii. keep records of expenditure of the grant funds; and
 - iv. indemnify Council against any loss, expense or damages it incurs or suffers as a result of any breach by you of this agreement but excluding any loss, expense or damages arising from the Council's negligence.

7. Sustainability and Local Business

- a. To minimise waste usage and encourage recycling, in delivering the Project you should, wherever possible, use items that can be re-used, recycled or are compostable. It is also suggested that you request this of any suppliers you will be working with.
- b. Council encourages applicants to provide opportunities for the involvement of local suppliers and products for the Project.

8. Information and Privacy

You acknowledge and agree that:

- a. publications and photos provided to the Council that relate to the Project may be used by the Council for reporting, communication and promotional purposes, including on the Council's website, publications and social media;
- b. details of successful applications, including the name of the individual or organisation and the amount of funding approved, will be made publicly available on the Council's website; and

- c. all other information received from you in accordance with this Agreement or otherwise in connection with the Project (including personal information) will be managed by the Council in compliance with applicable privacy laws, this includes that personal information provided by you:
 - i. may be stored in the Council's records database and may also be used for statistical research, information provision and evaluation of services;
 - ii. may be disclosed to other agencies and third parties for purposes related to the provision of the grant funding; and
 - iii. except in the circumstances mentioned above, will only be disclosed to third parties with your consent unless otherwise required or authorised by law.

9. Invoice Requirements

- a. Funds will be paid to you upon the acceptance of this Agreement via electronic funds transfer.

10. Evaluation Report

- a. Within 3 months of the project completion date, you are required to acquit your grant by completing an Evaluation Report and provide of copy of it to the Council.
- b. The Evaluation Report must include:
 - i. evidence of acknowledgements made of Council's funding contributions as required by clause 4 of this Agreement (this can include copies of marketing materials or photographs demonstrating use of the banner or logo); and
 - ii. a financial statement per option 1 or option 2 below.

Option 1: Audited financial statement

- A statement of project income and expenditure
- Prepared and signed by an independent, qualified person (not involved in the organisation)

Option 2: Non-audited financial statement

- A summary of **all** income and expenditure for the project
- Copies of paid receipts or paid tax invoices for all expenditure must be attached
 - Unpaid invoices are **not** accepted
 - If needed, proof of payment (such as a bank transaction screenshot) may be provided

Declaration

By completing this form, I acknowledge that I have read and accept the conditions within this Funding Agreement.

Name			
Organisation/Group (if applicable)			
ABN (if applicable)			
Grant reference number		GRA/	
Date		Signature	

Please note, if you do not have an ABN, you will need to complete a [Statement by Supplier form](#).

Bank details

Grant amount	\$
Account name	
BSB	
Account number	

Event information (if applicable)

If you are hosting an event, please complete a [Grant Event Details for Promotional Purposes form](#).

Event banner collection:

Collection date		Return date	
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Please return this completed form to grants@mitchamcouncil.sa.gov.au.