

Department of Justice and Attorney-General

Office of Liquor and Gaming Regulation

Gambling Community Benefit Fund Funding Guidelines

Round 82
Closing 31 August 2014

Great state. Great opportunity.



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Introduction

As part of the Queensland Governments reform program aimed at reducing red-tape and ensuring we remain efficient and responsive to the ever changing needs of Queensland communities, the Government has approved the amalgamation of the four community benefit fund programs: Gambling Community Benefit Fund (GCBF); Jupiters Casino Community Benefit Fund (JCCBF); Breakwater Island Casino Community Benefit Fund (BICCBF) and Reef Hotel Casino Community Benefit Fund (RHCCBF).

GCBF Round 82 is the first round of the amalgamated funding program.

The GCBF is Queensland's largest one-off grants program, distributing approximately \$49 million per year. Established in 1994 under the *Gaming Machine Act 1991*, the fund returns to the community a portion of state revenue raised through gambling taxes.

Applications are processed and assessed by the Community Benefit Funds Unit (CBFU), and considered by the Gambling Community Benefit Committee on a quarterly basis. Independently appointed by the Minister, the committee has the responsibility of making recommendations to the Minister on funding to eligible community groups.

Objective

To allocate funding to not-for-profit community groups to enhance their capacity to provide services, leisure activities and opportunities for Queensland communities.

How much funding can an organisation apply for?

Applications can be submitted for funding between a minimum of \$500 (including GST) and a maximum of \$35,000 (including GST).

If the cost of any item is more than the approved amount, it is the organisation's responsibility to fund the difference.

How often can an organisation apply?

An eligible organisation can submit one application per funding round to GCBF provided it does not hold an existing open agreement with CBFU.

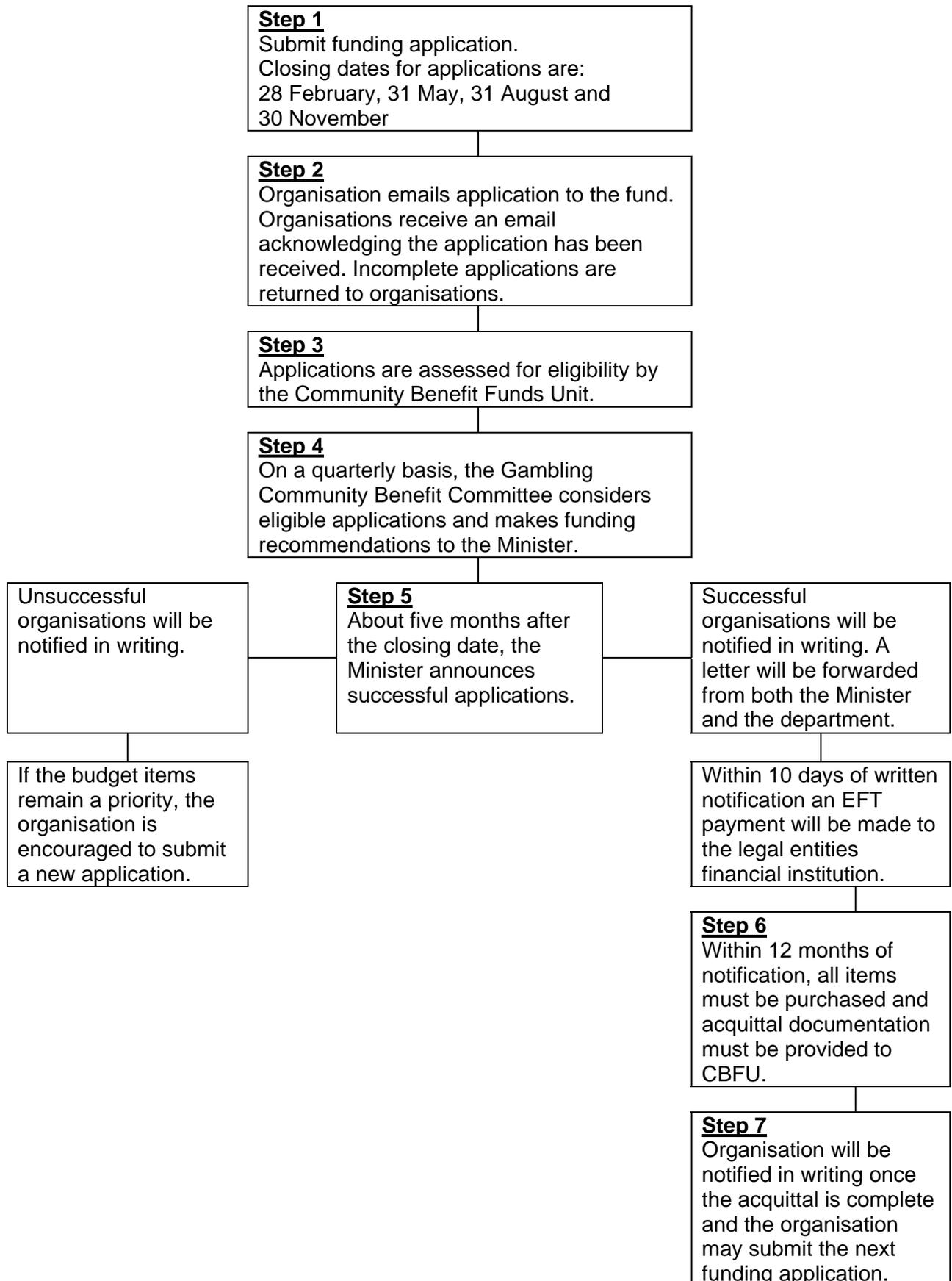
Legal entities are permitted to sponsor multiple organisations in any one funding round.

Closing dates

There are four funding rounds per year (funding rounds open approximately six weeks prior to the closing date, please see the website for specific opening dates):

- Closing 28 February (Midnight EST)
- Closing 31 May (Midnight EST)
- Closing 31 August (Midnight EST)
- Closing 30 November (Midnight EST).

Steps in the funding application process



Is your organisation eligible to apply?

Eligible organisations

All organisations must:

- have not-for-profit objectives;
- be community based; and
- be registered (have a business partner number) with CBFU as a legal entity or sponsored organisation prior to submitting an application form.

All legal entities must:

- have an active ABN;
- have a valid bank account in the name of the legal entity registered with CBFU; and
- agree to the terms and conditions as set out in the funding guidelines. The Particulars referred to in the terms and conditions are the funding guidelines;
- ensure that if sponsoring organisations, they have not-for-profit objectives; and
- agree that if sponsoring organisations, they accept legal and financial responsibility for the grant.

Organisations must be one of the following:

1. Incorporated or registered by an Act of Parliament (other than those listed below);

OR

2. A sponsored organisation applying through an organisation Incorporated or registered by an Act of Parliament;

OR

3. Local Ambulance Committee, Rural Fire Brigade or State Emergency Service Group applying as a sponsored organisation through the Department of Community Safety or relevant department as their legal entity.

If the legal entity for the application is not clearly listed on the Australian Business Register (ABR) website (www.abr.business.gov.au) as being an Incorporated Entity, Government Entity or registered by another Act of Parliament then you must submit the following with your application:

- a copy of the legal entity's Certificate of Incorporation,

OR

- a copy of the legal entity's Certificate of Registration against an Act of Parliament and constitution to verify not-for-profit objectives (n.b. a constitution only needs to be submitted if the ABR website does not identify that the legal entity is a Charity, Charitable Institute or Public Benevolent Institution).

Ineligible organisations

Propriety limited companies are ineligible in their own right and as a sponsored organisation unless they can demonstrate they are wholly owned by an eligible not for profit organisation.

An organisation found to be ineligible after approval will be required to return the grant payment.

Is your application eligible for submission?

Eligible applications

All applications must:

- be submitted on a new application form for the appropriate funding round;
- demonstrate a benefit to Queensland communities; and
- include a copy of the legal entity's official bank statement detailing BSB/account number and name of bank account, or a letter from the financial institution (on letterhead, signed by an officer of the financial institution, detailing BSB/account number and name of bank account) to verify bank details submitted during the registration process.

The legal entity must:

- take financial responsibility for the grant and must ensure that there is adequate insurance cover for all activities outlined in the application;
- ensure that all local, state and commonwealth laws and regulations are followed;
- keep a copy of all approvals and documents to substantiate the information provided in the application form (excluding building approvals if these are yet to be obtained and the cost for these is being requested as part of the grant application);
- if successful, keep and maintain, for a period of seven years after the grant is acquitted, the necessary records to substantiate the information contained within the application. If a legal entity is sponsoring an organisation, this also includes any information pertaining to the sponsored organisation;
- if sponsoring another organisation, the legal entity will determine how they will interact with a sponsored organisation (n.b. all GST calculations at application, agreement and expenditure verification stages are determined on the GST status of the legal entity).

CBFU may request to see all documentation pertaining to the application prior to assessment of the grant application. Unless requested, no other documentation should be submitted.

Ineligible applications

If an organisation has a repayment outstanding, it is not eligible to apply for funding from any funding programs administered by CBFU.

Incomplete, late and old application forms cannot be submitted.

Referees cannot be members of the management committee, family members of the management committee or from people/businesses that would receive payment as a result of an approved grant.

Organisations that have previously been successful for a grant must ensure that this grant agreement is finalised (i.e. expenditure verification completed and accountable officer advised that the grant agreement is closed) before submitting a new application. If an organisation has an open agreement, all new applications submitted will be ineligible for funding. This includes any previous grant approvals to the JCCBF, BICCBF or RHCCBF grant programs.

Are your requested items eligible for submission?

Eligible items

Applicants can apply for any item, except those that are listed as ineligible items. Applicants should consider the items listed as unlikely to be funded and the funding priorities.

A full list of successful organisations (including the purpose of the grant and the amount funded) is posted quarterly on the fund's website.

Funding priorities

Priority will be given to the following applications:

- applications for the purchase of equipment and facility upgrades;
- applicants that have not received a grant in the past two years;
- applicants that are contributing financially or in-kind to the overall costs associated with the application;
- applications that will provide an opportunity for the applicant to generate income;
- applications that meet government priorities as identified by the Minister for the funding program; and
- applications that provide benefit to more than one organisation.

Other factors used to determine the allocation of funding include:

- financial position of organisation;
- age of organisation;
- value of the grant being sought;
- number of applications submitted by the legal entity (if sponsoring applications);
- geographical location of organisation and/or benefit; and
- target group being assisted.

Please note that applications meeting some or all of the priorities does not guarantee funding. The funding program is oversubscribed and applications may be part funded or contributions awarded to assist grant monies being distributed to more community groups. Unsuccessful applicants are encouraged to resubmit a new application if the requested items remain a priority.

Ineligible items

The following items are ineligible:

- grant writer fees;
- contingency costs;
- auspice fees
- repayment of debts and loans;
- overseas travel costs;
- project management fees;
- gifts; and
- items purchased before an organisation is notified of an outcome in writing from CBFU.

Unlikely to be funded items

Items that are not likely to be funded include:

- salaries and wages;
- administration expenses such as stationery, postage, office supplies;
- rent and lease costs;
- consumable items;
- catering;
- purchase of equipment/service for an individual;
- funding for a staff or member social event;
- training not provided by a third party; and
- sponsorship.

How to submit your application

All organisations (legal entity and sponsored organisation) applying for the first time must register with CBFU to obtain a business partner number. This business partner number is required prior to completing an application form. Organisations that have previously registered for a business partner number do not need to re-register.

Organisations are encouraged to register for a business partner number two weeks prior to the funding round closing date. After this period CBFU cannot guarantee that registrations can be processed prior to the funding round closing date. Registration forms can be accessed and submitted when funding rounds are open.

All applications and supporting documentation must be emailed to grantapplications@treasury.qld.gov.au by midnight of the closing date. Organisations will be notified within four weeks of the closing date to confirm the receipt of their application. Please contact the unit after this time if you have not received any correspondence regarding your application.

Applications are processed and assessed by CBFU. Each application is checked against funding guidelines. When assessing an application, CBFU may request substantiation of any information provided on the form and may contact any parties listed. Information must be returned by the requested date or the application will be considered ineligible.

All eligible applications are presented to the committee for consideration at their quarterly meeting. The committee makes funding recommendations to the Minister for his approval. Applications that are missing information or are identified as ineligible against the funding guidelines will not be presented to the committee.

The accountable officer of the legal entity will be notified of an outcome (whether successful, unsuccessful or ineligible) with regards to the application approximately 5 months after the closing date.

Are you applying for facility improvements?

Facility improvements are defined as:

- upgrades or refurbishments to existing facilities;
- fit-out costs required for occupation and use;
- removable items requiring fixed footings (e.g. goal posts, shade structures);
- constructions or permanent fixtures including:
 - air conditioners;
 - demountable buildings or amenities buildings;
 - extensions, patios or decking;
 - fencing and landscape works;
 - grandstands or stadium seating;
 - goal posts;
 - lighting;
 - multi-use sheds and storage facilities;
 - playgrounds;
 - shade structures or awnings; and
 - solar panel/system installation.

Before requesting funding for facility improvements, organisations must either:

- own the building and/or land

OR

- have an instrument of tenure, demonstrated custom and practice, or combination of both for the building and/or land and have the written approval of the lessor to undertake any facility improvements.

If the application does not involve a building then these requirements apply to the land only. Acceptable instruments of tenure include but are not restricted to: leases, sub-leases, management rights, occupancy agreements and licences.

For organisations applying to upgrade facilities on privately owned land or buildings you must have evidence of minimum three years tenure. If you cannot provide three years tenure or formalised tenure, then custom and practice will be allowed where the relationship is to commence and/or continue for at least three years. Organisations can have a combination of formalised tenure and custom and practice to meet this three year requirement. Written proof of custom and practice can be either an email or letter from the appropriate lessor/owner. Approval from the owner of the property (land and/or building) is required in all cases. Documents must be retained by the legal entity and are not required to be sent in with the application.

The legal entity is responsible for identifying, obtaining and retaining all relevant building approvals.

Referees

Referees listed on the application form may be contacted regarding their support and should be informed of their inclusion prior to an application being submitted. Written evidence of the referees support is not required. Referees cannot be members of the management committee, family members of the management committee or from people/businesses that would receive payment as a result of an approved grant.

Financial information

Financial information provided on the application forms should be sourced from the financial statement/s signed in accordance with your organisation's financial reporting requirements. This document must be available for quality assurance purposes if requested by CBFU. If the document/s described above are not available, obtain the information from the organisation's most recent balance sheet and/or income and expenditure statement.

Note: Education Queensland, Parents and Citizens Associations, Department of Community Safety and their sponsoring applicants are not required to submit financial information on the application form.

Congratulations, your application was successful!

The accountable officer of the legal entity will receive written correspondence from CBFU. All applicant organisations will receive notification of an outcome, whether successful, unsuccessful or ineligible after the committee has met, and Ministerial approval is received (approximately five months after the closing date).

Grant agreement

If an application is approved for funding then a grant agreement is created. This grant agreement outlines the approved items and approved amounts per item. The committee may choose to part-fund an application and/or item. Any special conditions will be outlined in the letter from CBFU. By accepting the grant, the legal entity agrees to meet any special conditions.

If an application is successful, the accountable officer of the legal entity will receive a letter from the Minister notifying the outcome of the application. The accountable officer of the legal entity

will also receive a letter and acquittal form from CBFU which specifies the approved items and grant amount. For any changes to the grant agreement please see "Requests to change agreement/business partner details" section.

The legal entity has 12 months to complete its obligation (spend and acquit grant funds) to GCBF and the Department of Justice and Attorney-General for each grant agreement.

Grant payment

Payments for approved items will be electronically transferred into the legal entity's bank account within 10 working days from notification of approval. Correspondence will be sent to the accountable officer of the legal entity confirming that the payment has been processed. If the legal entity is registered for GST, the letter will include a Recipient Created Tax Invoice (RCTI). If the legal entity is not registered for GST, the letter will include a remittance advice identifying the amount transferred.

Grant acquittal

Once the grant expenditure is completed the acquittal form and proof of purchase (copies of valid tax invoices or receipts) must be forwarded to CBFU. Checks are undertaken to ensure that all information provided can be substantiated and that the grant was spent only on approved items and within the specified timeframe.

All tax invoices/receipts submitted must contain the business name, date of transaction, contact details of the supplier and have the ABN listed (where applicable). All items must be clearly identifiable and where more than one product or service is included these must be listed separately. GST must be listed as a separate component (where applicable).

All organisations must submit the acquittal form and proof of purchase prior to the end of the grant agreement. Organisations cannot apply for further funding from GCBF until this documentation is received and the accountable officer is notified in writing that the grant agreement is closed.

If there is a greater than \$300 (including GST) difference between the total amount paid and total spent on approved items, the legal entity will be required to pay back the full difference (inclusive of the \$300 amount).

The legal entity receiving a grant must keep copies of documents for at least seven years after the grant is acquitted. OLGR conducts regular audits and may request further information to validate information previously provided to CBFU.

All documents supporting payments must be on commercial terms. Any contract entered into with a supplier/contractor will be on commercial terms to ensure no conflict of interest issues arise between the organisation, its members and suppliers.

Breaches of the funding guidelines may result in the funding agreement being cancelled and the return of any monies paid.

Goods and Services Tax (GST)

GST can affect an organisation's grant in two ways:

- o on the total grant amount ; and
- o on the GST paid on goods or services purchased with the grant.

GST considerations are based on the GST registration status of the legal entity. The legal entity is responsible for managing GST obligations and must submit a change request form (available from our website) if there is any change to their GST status.

For legal entities registered for GST

As the Australian Tax Office (ATO) considers a grant a taxable supply, the Queensland Government will gross up the grant value by 10%. Grossing up a grant means increasing the amount paid to an organisation in order to cover the GST liability of the legal entity which is making a taxable supply.

A Recipient Created Tax Invoice (RCTI) will be generated on the legal entity's behalf. The legal entity will be required to remit the GST amount on the grant to the ATO and report the grant on its business activity statement. The items funded will exclude GST as the organisation can claim back the GST paid on these items from the ATO.

An example of a grant for \$11 000 to purchase a computer.

grant approved (\$11 000 minus GST on goods)	\$10 000
GST on grant (gross up)	+ \$1 000
total paid to organisation	<u>\$11 000</u>

The grossed up amount is payable to the ATO.

amount received by organisation	\$11 000
less GST on grant, payable to ATO	- \$1 000
net receipt	<u>\$10 000</u>

The amount of \$11 000, once spent, has a GST component on the computer which can be claimed back from the ATO.

computer (GST inclusive price)	\$11 000
less input tax credit for GST on goods	- \$1 000
Net cost of goods to organisation	<u>\$10 000</u>

For legal entities not registered for GST

If the legal entity is not registered for GST the Queensland Government will not gross up (increase) the grant value, as it does for a GST registered legal entity. However, the grant value will include GST on the goods and services being purchased with the grant. This is because the legal entity not registered for GST cannot claim back the GST payable on the computer, and so the Queensland Government covers this cost.

An example of a grant for \$11 000 to purchase a computer.

grant approved	\$11 000
GST on grant (gross up)	(not applicable) \$0

total paid to organisation	\$11 000
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There is no grossed up amount payable to the ATO and the organisation is not able to have any input tax credits for GST paid on the computer either.

amount received by organisation (including GST on approved items)	\$11 000
less GST on grant, payable to ATO	(not applicable) \$0
net receipt	\$11 000

For advice about GST please visit the ATO website at www.ato.gov.au.

Requests to change agreement or organisation details

All documents supporting payments must be on commercial terms. Any contract entered into with a supplier/contractor will be on commercial terms to ensure no conflict of interest issues arise between the organisation, its members and suppliers.

Changes to an agreement

Without prior written approval from CBFU organisations may only alter the quantity of items (and associated costs) being purchased within their approved items. For example:

Original approved items	Altered items
4 Computers	5 Computers
2 Printers	1 Printer

Should organisations seek to make changes to their agreement outside of their approved items or to extend their acquittal due date, the following forms must be submitted:

- changes to a grant agreement (request to vary the approved items)
- extensions of time (to purchase the approved items or provide expenditure verification documentation)

Changes to organisation details

Organisations that wish to update their details (eg. address details, change of name) with CBFU must submit one of the following forms:

- changes to legal entity business partner information as registered with CBFU (Accountable officer details, postal address, physical address, organisation name, ABN, GST status)
- changes to sponsored organisation business partner information as registered with CBFU (organisation name or physical address).

Once the change request has been processed the accountable officer of the legal entity will be provided an outcome in writing¹.

Requesting or updating information

The table below outlines who is eligible to request or update information recorded with CBFU.

Type of request	Person able to request
Application information/status or updates to an application	accountable officer registered with CBFU, contact person or other committee member listed on the application form

¹ This does not apply to changes made to sponsored organisation business partner information

#funding outcome	accountable officer registered with CBFU, contact person or other committee member listed on the application form
withdraw an application	accountable officer registered with CBFU
*business partner number	anyone
changes to legal entity business partner details	anyone who declares they have the authority to request the changes on behalf of the organisation
changes to sponsored organisation business partner details	anyone who declares they have the authority to request the changes on behalf of the organisation
changes to a grant agreement	anyone who declares they have the authority to request the changes on behalf of the organisation
agreement information	accountable officer registered with CBFU, contact person or other committee member listed on the original application form
grant payment information	accountable officer registered with CBFU, contact person or other committee member listed on the original application form

^ CBFU is able to advise anyone if an application has been submitted.

CBFU is able to advise anyone if an application was successful or unsuccessful once CBFU has received announcement approval (this information is publicly available on our website).

* Only able to provide the Business Partner number. All other information recorded on the Business Partner can only be provided to the Accountable Officer registered with CBFU.

Annual survey

A voluntary annual survey will be sent to applicants to support OLGR continuous improvement processes. All responses will remain confidential.

Translating and interpreting assistance

The Commonwealth Translating and Interpreting Service can help applicants who want to access this information in another language. For the cost of a local call ring 131 450 and ask for an interpreter who can contact CBFU to make an enquiry.

Privacy statement

The Department of Justice and Attorney-General collects information to assist in the assessment and management of grant funding. This information is authorised under the *Gaming Machine Act 1991*. This information will only be accessed by authorised persons of the department. Information may be made available to other areas of the department or other departments for the purposes of correspondence, notification, marketing and promotional activities. Your information will not be disclosed to any other parties unless authorised or required by law.

CBFU may contact applicants and/or identified referees for more information. Details of successful applications may be provided to Members of Parliament and used in the fund's promotional material including media releases, annual reports, brochures and on the Office of Liquor and Gaming Regulation website.

Feedback

OLGR is committed to providing a high level of client service. This commitment has been highlighted by the implementation of the OLGR Service Charter. The charter is about our relationship with you. The charter sets out the standards that you can expect from us, how you

can help us deliver quality services and how you can tell us what we are doing well or could do better. Full details can be accessed at www.olgr.qld.gov.au/aboutus/organisation/charter/index.shtml

Further assistance

Website: www.olgr.qld.gov.au

Email: cbf@treasury.qld.gov.au

Phone: (07) 3247 4284

Fax: (07) 3247 4348

Freecall (outside Brisbane): 1800 633 619

Postal address: Locked Bag 180, CITY EAST QLD 4002

Definitions

accountable officer	The person with the authority to agree to funding terms and conditions on behalf of the legal entity (only one accountable officer per legal entity/ABN). Usually this will be the president, chairperson, school principal, chief executive officer or delegated authority. Delegation may be recorded in meeting minutes or similar. The authority to complete the application form may be delegated by the accountable officer to another person.
Acts of Parliament.	Typical Acts include: <ul style="list-style-type: none"> ▪ <i>Associations Incorporation Act 1981</i> ▪ <i>Corporations Act 2001 (Cth)</i> with not-for-profit objectives ▪ <i>Cooperatives Act 1997</i> with not-for-profit objectives ▪ <i>Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)</i> ▪ <i>Religious Educational and Charitable Institutions Act 1861</i> ▪ <i>Guides Queensland Act 1970</i> ▪ <i>Uniting Church in Australia Act 1977</i> ▪ <i>Church of England Act 1901</i> ▪ <i>Education (General Provisions) Act 2006</i>
agreement number	The number provided on the approval letter sent to the accountable officer once a grant is approved. The application number becomes the agreement number if your organisation's application is successful.
application number	The number provided to the legal entity once the application has been submitted successfully.
business partner number	A registered number required for each applicant organisation to be able to apply (legal entity and sponsored organisations). The number is used as a unique identifier for each organisation making an application.
consumable items	Any item that can only be used once (e.g. food, drinks, postage etc).
contact person	The person who knows most about the application and agrees to be contacted about the application where required.
custom and practice	Used in relation to facility improvements. Organisations may explain circumstances if they expect to remain at a location for at least three years from time of application although it has no formal instrument of tenure (building or land). Owner approval must be able to be verified. May be used in conjunction with instruments of tenure.
facility improvements	Any applications for construction such as

	landscaping, internal and external building improvements, construction of playgrounds.
financial information – legal entities established more than 12 months	Information should be sourced from the financial statement signed in accordance with the legal entity’s reporting requirements. This document must be available for quality assurance purposes if requested by CBFU.
financial information – legal entities established less than 12 months	If the document described above is not available, obtain the information from the legal entity’s most recent balance sheet and/or income and expenditure statement. These documents must be available for quality assurance purposes if requested by CBFU. CBFU may also request to see copies of the last two bank statements from the time when an application is made.
financial information – sponsored organisation	Obtain the information from the sponsored organisation’s most recent balance sheet and income and expenditure statement.
GCBF	Gambling Community Benefit Fund
incorporated/registered by an Act of Parliament.	Typical incorporation acts include: <ul style="list-style-type: none"> ▪ Associations Incorporation Act 1981 ▪ Corporations Act 2001 (Cth) with not-for-profit objectives ▪ Cooperatives Act 1997 with not-for-profit objectives ▪ Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) ▪ Religious Educational and Charitable Institutions Act 1861 ▪ Guides Queensland Act 1970 ▪ Uniting Church in Australia Act 1977 ▪ Newstead House Trust Act 1939 ▪ Church of England Act 1901
instrument of tenure	Written proof of the right to use buildings or land. Acceptable instruments of tenure include but are not restricted to: leases, sub-leases, management rights, occupancy agreements and licences, with three years tenure from the date of grant application.
lease	See instrument of tenure
legal entity	The incorporated/registered organisation applying for a grant.
legally liable organisation	See legal entity
quality assurance	The legal entity must be able to substantiate information provided in all forms (applications, change requests and claims). CBFU will also check that a grant was spent only on approved items, for approved amounts and within timeframes.
Recipient Created Tax Invoice	A Recipient Created Tax Invoice (RCTI) is a document given to all organisations registered for GST indicating the amount of

	tax (GST) on the grant (and not the goods) that needs to be paid to the Australian Tax Office.
sponsor	Legal entity which takes responsibility for the grant if the applicant is a sponsored organisation.
sponsored organisation	Organisations which require a sponsor. A sponsored organisation is an entity authorised by the legal entity to apply for funding through them.
valid bank account	A bank account maintained by the legal entity.

TERMS AND CONDITIONS

1. Terminology

- 1.1 Except where specifically defined in these Terms and Conditions, capitalised terms (like 'Funding') correspond to items in the Particulars.
- 1.2 References to:
- (a) '**We**', '**Us**' or '**Our**' mean the State of Queensland acting through the Department or other body, agency or person giving the Funding (including its Chief Executive), as specified in the Particulars or any other department or agency of the Queensland Government responsible for the administration of the Agreement; and
 - (b) '**You**' and related parts of speech mean the Funded Organisation.

2. Agreement

- 2.1 An Agreement ('**Agreement**') will come into existence between You and Us, comprised of the Particulars and these Terms and Conditions, when:
- (a) You accept the Funding provided by Us; or
 - (b) if the Particulars make provision for the parties to sign, when both parties have signed the Particulars.
- 2.2 If the Agreement requires You to comply with, meet or have regard to a document, specification, guideline, policy, standard, framework or scheme:
- (a) We may, from time to time, issue or approve a new version of it;
 - (b) We will notify You about any new version and the date that it is to take effect from;
 - (c) the new version will apply for the purposes of the Agreement from that date, provided that this will not limit or affect any right of action or remedy that has accrued as at that date.

3. Funding

- 3.1 We will provide the Funding to You in the instalments and manner specified in the Particulars.
- 3.2 The Funding is subject to the terms of any Act under which it is provided or to which it is, or becomes, subject ('**Governing Act**'), including any regulation made under a Governing Act.
- 3.3 We may withhold the Funding until You:
- (a) submit any outstanding reports or provide any outstanding information required under the Reporting Requirements; and
 - (b) perform any obligations due to be performed before the payment is to be made.
- 3.4 You must use the Funding only for the Funded Purpose, unless otherwise approved by Us in writing.
- 3.5 We may, at Our discretion, increase the Funding from time to time without a variation to the Agreement, provided that a variation to the Agreement will be required where the Funding is provided for a new or expanded Funded Purpose.
- 3.6 Our obligation to provide the Funding to You will stop at the Agreement Expiry Date or earlier termination of the Agreement.
- 3.7 If, at the Agreement Expiry Date or earlier termination of the Agreement, there is any unspent Funding, We may:
- (a) authorise You to retain the unspent Funding and, if We so authorise, to expend some or all of that Funding for an approved purpose; or
 - (b) require You to refund the unspent Funding, which will constitute a debt due and owing to Us.
- 3.8 You must ensure that the Funding is acknowledged in Your annual report (if You produce an annual report) and promotional materials relating to the Funded Purpose. Any acknowledgement in promotional material about the Funded Purpose must use an acknowledgement logo which You must obtain from Us.

4. Funded Purpose

- 4.1 If the Funded Purpose is, or includes, delivery of services, You must:
- (a) start delivering the services to the Service Users from the start of the Agreement, or such later date as may be specified in the Special Conditions and continue delivering the services to Service Users for the term of the Agreement;
 - (b) comply with the Service Delivery Requirements;
 - (c) deliver or achieve the Deliverables;
 - (d) ensure that the services are delivered in accordance with the Quality Standards; and
 - (e) achieve and maintain any Certification.
- 4.2 If the Funded Purpose is, or includes, purchasing assets, You must:
- (a) purchase the specified assets;
 - (b) be the legal owner of those assets at all time;
 - (c) keep and, if requested by Us, provide evidence of the purchase, including receipts; and
 - (d) without limiting clause 7.1, effect and maintain insurance covering the asset for its full replacement value.
- 4.3 You must comply with any Special Conditions.
- 4.4 In undertaking the Funded Purpose, You must comply with all relevant:
- (a) laws and regulations, including any Governing Act; and
 - (b) any policies or guidelines, as notified by Us to You from time to time.

5. Reporting

- 5.1 You must comply with the Reporting Requirements.

6. Intellectual property

- 6.1 Intellectual property rights in material that You create in undertaking the Funded Purpose ('**New Material**') will vest in You, but You grant Us a perpetual, irrevocable, royalty-free, world wide and non-exclusive licence, including a right to sub-licence to use, communicate, reproduce, publish, adapt and modify:
- (a) the New Material; and
 - (b) Your existing material, but only as part of the New Material and any future use or development of the New Material.

7. Insurance and indemnity

- 7.1 You must effect and maintain:
- (a) public liability insurance for a sum of not less than \$10 million for any one event in respect of accidental death or of accidental bodily injury to persons, or accidental damage to property, arising out of, or in the course of, undertaking the Funded Purpose; and
 - (b) any Other Insurance.
- 7.2 You release, discharge, indemnify and keep indemnified Us, Our officers, employees and agents from and against any claim, action, proceeding, demand, liability, obligation, cost, loss, damage or expense that may be made or brought by any person against Us in connection with:
- (a) You breaching any term of the Agreement; or
 - (b) any negligent or unlawful act or omission of You, Your officers, employees, volunteer workers or subcontractors.

8. GST

- 8.1 The Funding is exclusive of GST. If the supply by You under the Agreement is a taxable supply and You are registered for GST, We will pay You the GST on the taxable supply at the same times as We pay the Funding.

- 8.2 You agree that:
- (a) We may issue You with a Recipient Created Tax Invoice ('**RCTI**') in respect of GST applicable to any payments of the Funding;
 - (b) You will not issue tax invoices in respect of the taxable supplies for which We issue RCTIs; and
 - (c) You will notify Us immediately if You cease to be registered for GST or if You cease to satisfy any of the requirements relating to RCTIs.
- 8.3 You must remit any GST amount(s) that We pay to You to the Australian Taxation Office as required by the GST legislation.
- 8.4 If You are not registered for GST, We will issue You with an advice for payment for each payment of the Funding.
- 8.5 For clauses 8.1 to 8.4, '**GST**' has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999*, as amended from time to time.

9. Privacy and confidentiality

- 9.1 If You collect or have access to 'personal information', as defined in the *Information Privacy Act 2009*, for the purposes of the Agreement, You must comply with Parts 1 and 3 or, if We are a health agency, Parts 2 and 3, of Chapter 2 of that Act as if You were Us.
- 9.2 You must notify Us immediately in the event that You become aware that disclosure of personal information, in relation to any child subject to the *Child Protection Act 1999* or the *Youth Justice Act 1992*, is made or may be required by law.
- 9.3 You must not disclose confidential information belonging to Us except where You have obtained Our prior written approval (which may be subject to conditions) or where required by law.

10. Suspending or stopping Funding

- 10.1 We can, by giving You notice, suspend the Funding or terminate the Agreement, if:
- (a) You breach any term of the Agreement;
 - (b) You cease to be eligible for the Funding;
 - (c) You become insolvent; or
 - (d) an unacceptable actual or potential conflict of interest arises in relation to You, Your use of the Funding or Your undertaking of the Funded Purpose.

We will only suspend the Funding or terminate the Agreement under this clause 10.1 after following a show cause process substantially the same as that described in clause 14 of Our '*Service Agreement – Standard Terms*' ('*Standard form service agreement – Standard terms*') available at <http://www.hpw.qld.gov.au/SiteCollectionDocuments/ServiceAgreementStandardTerms.pdf> ('**Show Cause Process**').

- 10.2 We can, by giving You notice, immediately suspend the Funding or terminate the Agreement without following the Show Cause Process if:
- (a) We have terminated any other service agreement with You because of an event or occurrence of the same type as specified in clause 10.1; or
 - (b) any steps or proceedings are commenced (and not withdrawn or dismissed within 5 business days) or order made in relation to Your winding up, voluntarily or involuntarily.
- 10.3 We can take action under clauses 10.1 or 10.2 without having to give a compliance notice or take any other compliance or enforcement action under a Governing Act, except if expressly required by a Governing Act.
- 10.4 We can reduce the Funding or terminate the Agreement, without following the Show Cause Process but by giving You at least 6 months' notice, if We determine that:
- (a) changes to the State budget or any guidelines or policies of the State or Commonwealth government adversely impact on the continued provision of the Funding to You or recipients of similar funding generally;

- (b) the needs of any Service Users no longer justify the Funding or other persons are in greater need than the Service Users; or
- (c) where the Funded Purpose is, or includes, provision of services, it is appropriate for Us to re-test the market for the provision of those services.

10.5 If, We:

- (a) reduce the Funding under clause 10.4, Our notice will also specify the changed scope of the Funded Purpose (if any) and the Agreement will be deemed to be varied in accordance with the notice; and
- (b) reduce the Funding or terminate the Agreement under clause 10.4, We will consider paying You reasonable costs, including transitional arrangement costs for any affected Service Users, that You incur as a direct result of Funding being reduced or stopped, subject to You providing Us with written evidence of the costs claimed and Us approving those costs.

10.6 Our rights under clauses 10.1 to 10.4 are in addition to any other rights or remedies available to Us, including under any Governing Act.

10.7 You can terminate the Agreement by giving Us at least 3 months notice.

11. Publication of information

11.1 We can publish or require You to publish any or all of the following details:

- (a) Your name and address, including Your head office, service outlets and other business premises;
- (b) a description of the Funded Purpose under the Agreement;
- (c) the commencement of the Agreement or the Agreement Expiry Date;
- (d) the amount of the Funding;
- (e) the procurement method used to award the Funding to You; and
- (f) the total amount of any remuneration, including non-cash benefits, paid to Your chief executive officer or equivalent person.

12. General

12.1 Nothing in the Agreement limits Our rights or Your obligations under a Governing Act.

12.2 The Agreement can only be varied by an agreement in writing signed by both You and Us.

12.3 You must not assign any of Your rights or obligations under the Agreement without Our prior written consent.

12.4 You must not subcontract any part of Your obligations under the Agreement without Our prior written consent and You will remain responsible to Us for the acts and omissions of any subcontractors.

12.5 You acknowledge that We are subject to the *Right to Information Act 2009* and any documents held by Us may be subject to disclosure under that Act.

12.6 Clauses 3.6, 3.7, 3.8, 6, 7.2, 9 and 12.6 will survive expiration or termination of the Agreement.

12.7 If any part of the Agreement is determined to be invalid, unlawful or unenforceable, then, to the extent permitted by law, that part will be severed and the remaining terms will continue to be valid and enforceable.

12.8 A failure by Us to exercise, or a delay by Us in exercising, any right, power or remedy will not operate as a waiver.

12.9 Both parties will bear their own costs arising out of the preparation of the Agreement.

12.10 If, under clause 2.1(b), The Particulars are to be signed by the parties, the Particulars may be signed in one of more counterparts which, taken together, will constitute one instrument.

12.11 The Agreement will be governed by the laws of Queensland and the parties submit to the jurisdiction of the courts of Queensland.