

# Declaration and Acceptance of Grant Terms and Conditions

The Road Safety Commission (RSC) administers the Road Safety Community Grants on behalf of the Government of Western Australia.

The recipient of the grant agrees to the following conditions;

## **Terms and Conditions;**

1. Indemnify and keep indemnified the Minister of Road Safety, the Road Safety Council, the Commissioner of the Road Safety Commission, the State of Western Australia and their respective employees and officers from and against all actions, suits, claims, demands, proceedings, losses, costs, expenses and liability which they may suffer, incur or sustain, howsoever arising, in connection with the project or works that are the subject of the project.
2. The undersigned Duly Authorised Person acknowledges and agrees to be held responsible for the operation, financial reporting and any consequences (intentional or otherwise) of this Grant.
3. All the information provided in the application is true and correct, and permission is given for an employee or representative of the Committee and/or RSC to contact any relevant person or organisation in the processing of this application.
4. Include the Project name and Project number on all correspondence to the Committee or RSC. The name and associated number will be included in the acknowledgment documentation from RSC following formal approval. The address for all correspondence, except invoicing (see invoicing section) is;  
Western Australia Police Force  
Attn: Road Safety Commission  
PO BOX 6348  
East Perth, WA 6892  
Email: [grants@rsc.wa.gov.au](mailto:grants@rsc.wa.gov.au)
5. Submit Project Variation Form and obtain the prior written approval from the Committee for any of the following;
  - a) Any change, planned or otherwise, in the objectives or work program of the Project to those set out in the associated approved application,
  - b) Any change contrary to the approved budget and/or its allocations,
  - c) An extension of time to complete the Project.

6. Once you have been advised your grant application is successful you will need to;
  - a) Submit this signed 'Declaration and Acceptance of Grant Terms and Conditions'
  - b) Submit a tax invoice one (1) month from being advised of success.  
Please note that the invoice will not be paid unless the signed 'Declaration and Acceptance of Grant Terms and Conditions' has been returned to the Community Grants Officer.
7. Not use, apply or extend any portion of the grant other than in and towards the cost of the Project unless otherwise agreed in writing by the Committee.
8. Repay any monies, derived from the Grant that remains unspent once the Evaluation and Acquittal report is completed. The Evaluation and Acquittal report should outline any money that remains unspent from the grant. Following this, the grantee will be issued with an invoice for the remaining funds.
9. Acquittal and Evaluation reports are to be returned within the following timeframes
  - a. If an Event grant, within one (1) month of the end of the event.
  - b. If a Project grant, within three (3) months of the end of the project.  
In the event that a planned project takes longer than twelve (12) months to reach completion, the grantee is required to submit to the RSC a progress report every six (6) months in addition to any other required reports.
10. Maintain separate financial records for the project in accordance with accepted accounting standards, including but not limited to:
  - a. Details of the amount and source of all financial contributions to the project other than the Grant, including those made by the grantee
  - b. Separate invoices and receipts for the project and
  - c. Details of all expenditure related to the project.
11. Submit to RSC an Evaluation and Acquittal report in the following timeframes;
  - a. If an Event grant, within one (1) month of the end of the event,
  - b. If a Project grant, within three (3) months of the end of the project.
12. In addition to any other reports required hereunder and upon a request in writing from the Committee, prepare and submit to the Committee reports on any aspect of the project specified by the Committee, including but not limited to the progress of the project, budget or finances.
13. At the request of the Committee, allow access to financial records, receipts and all other material relating to, or produced in the course of, the event or project.
14. Acknowledge the support of the Road Safety Commission, the Road Trauma Trust Account and the Minister of Road Safety in all communications relating to the Project by including;
  - a. A statement that the Minister of Road Safety and the Committee has arranged funding for the project;
  - b. The road safety message promoted at the event is through sponsored funding of the Road Trauma Trust Account (RTTA);
  - c. The corresponding key messages supplied by the RSC;
  - d. The Logos supplied by RSC.

15. Ministerial Involvement

The Minister for Road Safety, or her appointed representative, will be given the opportunity to attend key official functions, announcements or ceremonies. The Event Holder must issue an invitation to the Road Safety Commission to seek Ministerial attendance with a minimum of one month's notice for such events/happenings. The invitation must clearly indicate the event(s), location, time/date, audience, Minister's role, speech duration (if required), etc. Requests for the Minister for Road Safety should be sent via email to [grants@rsc.wa.gov.au](mailto:grants@rsc.wa.gov.au).

16. Acknowledges and agrees that no relationship of employment, agency, partnership or joint venture shall exist or be deemed to be created between, the Minister of Road Safety, the Commissioner of the Road Safety Commission, the members of the Committee, the State of Western Australia or the RSC, and the Funding Recipient.

17. Acknowledges and agrees that nothing in this Agreement constitutes an endorsement by the Minister of Road Safety, the Commissioner of the Road Safety Commission, the members of the Committee, the State of Western Australia or the RSC, for any goods or services provided by the Funding recipient in the operation of this Project.

18. Acknowledges and agrees that the Event or Project, this Agreement, and information regarding it, is subject to the Freedom of Information Act 1992. Further that the Minister of Road Safety, the Commissioner of the Road Safety Commission, the members of the Committee, the State of Western Australia or the RSC, may publicly disclose information in relation to the Project and this Agreement.

19. In the event of a breach of any of these conditions by the Grantee, its representatives or employees, the Committee may give written notice to the Grantee requiring that, within fourteen (14) days of receipt of notice to;

- a. Suspend or terminate the project
- b. Take all reasonable steps to protect the project
- c. Minimise any loss resulting from the suspension or termination of the project
- d. Rectify the breach in the manner specified in the notice.

20. If the Grantee fails to comply with a notice given under clause 6 The Committee may;

- a. Make no further payments of the Grant to the Grantee
- b. Make the Grantee ineligible for any further grants from the Government of Western Australia Community Grants Program
- c. Invoke Clause 2 and take what steps are necessary to reclaim any funding pertinent to Clause 6.

21. In the event of there being any inconsistency between the contents of the application and any condition set out herein, the condition shall prevail to the extent of the inconsistency.

22. The application, evaluation and any additional documentation relating to the Event or Project remains the property of the Committee and may be made available to other groups wishing to conduct similar projects.

23. In the event of a dispute and before resorting to external dispute resolution mechanisms, the Parties to this Agreement shall in, good faith attempt to settle, by negotiation, any dispute in relation to this Agreement, and where practical, each Party shall refer the matter to personnel who have authority to intervene and facilitate some form of resolution.
24. In the event of a dispute, parties are not to inform any media organisations until such time as a resolution has been reached.
25. In the event that the grantee fails to comply with any of the outlined terms of the initial application, by which the application was approved the Committee may;
- Invoke Clause 2 and take what steps are necessary to reclaim any funding
  - The Grantee may be ineligible for any further grants from the Government of Western Australia Community Grants Program

If the Grantee accepts the above Grant conditions, a Duly Authorised Person needs to sign and return this document to the Road Safety Commission. Please return this form to [grants@rsc.wa.gov.au](mailto:grants@rsc.wa.gov.au).

**PROJECT EVENT / NAME:** \_\_\_\_\_

**PROJECT NUMBER:** \_\_\_\_\_

**NAME OF ORGANISATION:** \_\_\_\_\_

**DETAILS OF DULY AUTHORISED PERSON ACTING FOR THE GRANTEE**

Name \_\_\_\_\_

Phone (W) \_\_\_\_\_ Phone (H) \_\_\_\_\_

Phone (Mob) \_\_\_\_\_ Fax \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Position held in the organisation: \_\_\_\_\_

I, the above named and identified, do hereby agree to the terms and conditions set out herewith.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_