

# CEF Grant Agreement

## Form Preview

### Grant agreement

\* indicates a required field

**In this agreement, 'The Foundation' refers to:**

This question is read only.

**In this agreement, 'The Grantee' refers to:**

This question is read only.

### Agreement conditions

**The Foundation offers to make a grant to The Grantee for the below amount (exc GST) subject to the following conditions:**

\$

This question is read only.

Part C of this agreement details the payment schedule for multi year grants. \*GST will be added at payment stage for organisations registered for GST

1. The Grantee and Project Partner must use the Grant funds exclusively for the charitable purposes stated in Part A of the Schedule ("Specified Purposes") and must hold the Grant upon trust for The Foundation until the Grant is from time to time used for the Specified Purposes.

2. Unless The Foundation otherwise consents in writing, not to be unreasonably withheld, any part of the Grant not used for the Specified Purposes within 60 days of the project end date identified in the grant application, must be returned to The Foundation.

3. The Grantee must immediately return all or any part of the unused Grant to The Foundation if requested by The Foundation in circumstances where The Foundation reasonably forms the view that the Grant is not or will not be used for the Specified Purposes or is otherwise being used contrary to the purpose of the Grant.

4. The Grantee must complete a Project Completion report on the use of the Grant for the Specified Purposes. The Foundation may include or refer to the information in the Project Completion Report in its own annual report, in any reports to the Commonwealth Government, or may otherwise publicise the information, in conjunction with the Donor.

The Grantees report must state how the Grant has been spent; outline the outcomes and achievements of the Specified Purposes; and be provided to The Foundation within 60 days of the end date of the project identified in the grant application or any instalment of the Grant or as otherwise notified by The Foundation. The Grantee will provide such further information as may be reasonably requested from time to time by The Foundation. Including the provision of receipts for all funds received from the grant and expended within the project.

5. The Grantee permit The Foundation an irrevocable, royalty-free, non-exclusive license to use all information, photos and media releases relevant to or arising from the Specified

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Purposes irrespective of the form it takes including software, promotional, educational, training, research and reporting material. If requested by The Foundation, the Grantee will bring into existence, sign, execute or otherwise deal with any document that is required to give effect to this clause.

The words Community Enterprise Foundation and/or "Bendigo Bank" and their logos needs to be used if requested by the grantee. All use of logo must be signed-off in writing prior to use. The Grantee must not make any media statements on behalf of Community Enterprise Foundation and/or "Bendigo Bank" without written approval.

6. The Grantee represent and warrant to The Foundation that its interest in the information and materials referred to above does not breach any intellectual property ownership rights of any third party.

7. To the fullest extent permitted by law, The Foundation is not liable for any loss (including consequential loss) caused by or resulting from the Grantee use of the Grant, any breach of this Grant Agreement by the Grantee, or any wrongful, wilful or negligent act or omission by the Grantee or any of their employees, agents or contractors.

8. The Grantee indemnifies The Foundation from and against all liabilities, claims, losses, damages, costs and expenses (including legal fees) which The Foundation or any other person may incur or suffer in respect of any breach of this Grant Agreement by The Grantee, or any wrongful, wilful or negligent act or omission by The Grantee or any of its employees, agents or contractors in relation to the Grant.

9. The Foundation indemnifies The Grantee from and against all liabilities, claims, losses, damages, costs and expenses (including legal fees) which The Grantee or any other person may incur or suffer, in respect of any breach of this Grant Agreement by The Foundation, or any wrongful, wilful or negligent act or omission by The Foundation or any of its employees, agents or contractors in relation to the Grant.

10. The Grantee must provide The Foundation with a written receipt for the Grant within 7 days after receiving the Grant payment.

11. You warrant and represent by ticking the box to accept these terms and conditions that you have the power and authority to do so on behalf of the Grantee or Project Partner (as appropriate).

12. Every other clause of this Grant Agreement is subject to the terms of this clause 11. If any term of this Agreement is regulated by legislation relating to unfair contract terms and The Foundation is advantaged by that term, The Foundation may only exercise its rights under that term to the extent (if any) reasonably necessary to protect its legitimate interests. Words used in this clause have the same meanings as under the applicable legislation.

### Specified purposes - Part A

The Grantee will use the whole grant exclusively for the Project as described in the application for the grant and not for any other purpose.

The Grantee will record the grant separately in its books of account and keep records adequate to enable the use of the grant to be checked readily by the Foundation and/or any other interested person.

### Special conditions - Part B

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### Special conditions

This question is read only.

Confirm any special conditions that need to be included in the Grant Agreement

### Multi payment funding - Part C

The following payment schedule is only relevant to multi year/period grants.

#### Planned payment date

#### Planned payment amount

This question is read only.	This question is read only.
	\$
	\$

### Agreement certification

This section must be completed by an appropriately authorised person on behalf of the applicant organisation (may be different to the person who submitted the application).

**By completing the next section and ticking "I agree", you are certifying that:**

- You accept the terms and conditions set out in the grant agreement.
- You are accepting our offer to enter into a legally binding contract.
- You confirm that you have read and understand those terms.
- You are confirming that you are the person authorised to accept the agreement
- You agree to the terms and conditions of the grant agreement and the terms above as of date of submission.

Confirmation of agreement \*

☐ I agree

Is a project partner required?

This question is read only.

### Payment details

#### Organisation name

Organisation Name

#### Organisation primary bank account details

Account Name

BSB Number

Account Number

Must be a valid Australian bank account format.

### Payment details - project partner required

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Your project partner will receive a separate communication requesting their banking details. Please coordinate the relaying of your grant funds with them.