

Funding Agreement

Funding from the Community Grants Program is conditional upon you agreeing to and complying with the following general funding conditions and any specific conditions of funding.

You agree to:

1. Use the funds **only** for the purpose as specified, unless written permission for a variation is obtained from Sunshine Coast Regional Council.
2. The Sunshine Coast Regional Council may cease payment of any funding or recover from you any funding already paid to you if you:
 - become insolvent, or admit in writing your inability to pay debts; or
 - enter any arrangements or composition with creditors generally, or have a receiver appointed; or
 - go into liquidation, or pass a resolution to go into liquidation, other than for the purpose of reconstruction; or
 - expend the financial assistance in a manner not in accordance with this Agreement.

Council must give the organisation fourteen (14) days' notice of its intention to terminate the Agreement. As and from the specified termination date, council shall have no obligation to pay any further monies to you.

3. Immediately advise council in writing if there are significant changes to your organisation, the funded activities, your legal or financial status, or to your contact details.
4. Should the proposal exceed budget, Sunshine Coast Regional Council is not responsible for meeting the shortfall.
5. Advise council immediately of unspent funds or the likelihood of any funds not being used as specified in your proposal. If applicable, a refund of any unused money may be requested and unused money must not be spent for any other purpose unless first approved by written notice from council.
6. Obtain all appropriate permits, approvals, insurance etc. relating to your project.
7. Provide Council, upon request, information on the progress of the project, which could include a summary of progress made, any relevant photographs, brochures or other documentation that helps demonstrate the status of the project.
8. By the date the acquittal is due, provide council with an acquittal report. This report should include a financial summary and an outline of what was achieved through council's funding support in sufficient detail to establish how the funding was used together with such other detail as council may reasonably require. It is a requirement to demonstrate how council was acknowledged for the funding.
9. Acknowledge assistance from Sunshine Coast Council in all promotional and marketing material. Council's logo and the words "This project has been proudly supported by Sunshine Coast Council's grants program" must be used to acknowledge council's assistance. Funding amounts over \$5,000 must also acknowledge council by way of signage supplied by the Grants Team. Please email grants@sunshinecoast.qld.gov.au for a copy of the logo and to arrange collection of promotional signage.
10. Allow Sunshine Coast Regional Council to use photographs, brochures, posters and any marketing material that demonstrate what has been achieved through council's funding support.
11. Invite Divisional Councillors or their representatives to any events or functions celebrating the launch or implementation of the grant outcomes.
12. If you obtain Personal Information as defined by the Information Privacy Act 2009 ("the Act") you will not use that Personal Information in any manner that is contrary to the Act and to immediately tell Council if you become aware of a breach or possible breach.

13. Indemnify and keep indemnified council and its officers, employees and agents against any claims for:

- a) loss or liability incurred by council;
- b) loss of or damage to council property; or
- c) loss or expense incurred by council (including legal costs on a solicitor/own client basis) in dealing with any claim against council;

Arising from

- d) any act or omission by you or your employees, agents, volunteers or subcontractors in connection with this agreement where there was fault on the part of the person whose conduct gave rise to that loss or damage or expense;
- e) any breach by you of your obligations under this agreement;
- f) the undertaking of the proposal for which this funding approval relates;

Your liability to indemnify council under this clause will be reduced proportionally to the extent any fault on council's part contributed to the relevant loss, damage, expense or liability.

14. This Agreement does not mean that you are a partner, agent or employee of council and you have no authority to bind or represent council in any way or for any purpose.

15. Ensure that council's positive reputation is maintained at all times.

16. Council is immediately made aware of, as a result of this funding agreement, any issues arising that may:

- a) Damage council's reputation, credibility and integrity in any way
- b) Conflict with council's vision, values, priorities and/or aspirations
- c) Hamper council's ability to fully and impartially carry out its functions
- d) Breach local laws or policies or cause any harm to any person involved
- e) Directly or indirectly personally benefit Councillors, staff members or volunteers
- f) Potentially cause conflicts of interest