



Community Grants Program

February 20, 2024

Terms and Conditions Community Grants



Terms and Conditions

1. Definitions

In this Agreement:

Agreement means this document, including any schedule or annexure to it;

Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;

Initiative means the <short description of Initiative>;

Confidential Information has the meaning given to that term in clause 13;

Cost means any cost, charge, expense, outgoing, payment or other expenditure of any nature and where appropriate includes fees and disbursements payable to contractors, consultants and lawyers;

Funding means funding of \$<amount> excluding GST;

Logo means the logos (APA Group) shown at clause 5;

Payment Schedule means the schedule provided in clause 1.4;

Project Budget means the budget provided in clause 1.2;

Initiative Objectives and Deliverables means objectives and deliverables shown in Schedule 2; and

Related Entity has the meaning given to it in the *Corporations Act 2001* (Cth).

2. Funding agreement

This Funding Agreement will be implemented in accordance with the guidelines for APA Group's social investment program.

3. Funding Payment

1. APA group agrees to provide the Funding to the Recipient for the Initiative in accordance with the Payment Schedule.
2. The Recipient must provide to APA Group details, as reasonably required by APA Group, to make payment and establish ownership of the bank account if a bank account is nominated.
3. The parties acknowledge that APA Group will include GST in the Funding it provides to the Recipient and that:
 - . it is the Recipient's responsibility to pay the applicable GST associated with the Funding; and
 - a. the Recipient should obtain independent financial advice regarding its taxation requirements.

4. Project Management and Reporting

1. The Recipient has the following insurance and permits in place for the duration of the Initiative (where applicable):
 - . Public Liability

- a. Volunteers' insurance
- b. All permits and insurances as required by local council for work

Upon completion of the Initiative, the Recipient will submit a Summary Report to APA Group which will include:

- a. Community benefit outlined
- b. Number of project beneficiaries
- c. Images of funded project (in action or outcomes)
- d. Copies or images of APA branded items/materials

5. Recognition

1. The Recipient agrees to recognise APA Group in the following ways:
 - . Logo and acknowledgement in all promotional material e.g. newsletters, flyers and signage
 - a. Logo and acknowledgement online (if applicable) including social media, website etc.



2. The Recipient will provide APA Group with copies (in any format reasonably requested by APA Group) of any trademarks, trade names, logos, signs or symbols of the Recipient for use in APA Group advertising; and
3. The Recipient must not publicly announce APA Group support for the initiative until this Agreement has been signed by both parties.

6. The Recipient's obligations

In consideration of APA Group paying to the Recipient the Funding, the Recipient agrees that it will:

1. ensure that it is, at all times, acting in compliance with all laws regulating the actions of their legal entity in Australia, including, but not limited to, meeting all requirements of the Australian Tax Office and any relevant state fundraising body, the Queensland Work Health and Safety Regulation 2011 and relevant health and safety obligations;
2. apply all money granted by APA Group pursuant to this Agreement to the Initiative and advise APA Group of any unspent money from the Funding to agree an alternative use for the funds or arrange for the unspent funds to be returned to APA Group;
3. diligently and in good faith act to safeguard the reputation of APA Group and its Related Entities while executing its obligations under the terms of this Agreement;
4. provide any marketing or promotional material or support requested by APA Group (including but not limited to, participating in media events related to the Initiative);
5. advise APA Group of major changes to the Initiative, including changes relating to any of the following:
 - . Timing of the Initiative
 - a. Possible reputation risk
 - b. Conflict of interest

- c. Cost overspend
 - d. Organisational changes that will affect the Initiative; and
6. notify APA Group immediately if it is unable to fulfil any of its obligations in accordance with above clauses 3.6 (1)-(5) above or otherwise under this Agreement.

7. APA Group's obligations

APA Group agrees to:

1. pay the Funding in accordance with the Payment Schedule; and
2. diligently and in good faith act to safeguard the reputation of the Recipient while executing its obligations under the terms of this Agreement.

8. Representations

The Recipient represents that:

1. the information provided to APA Group (including the information set out in the Schedules 1 and 2) is accurate and complete and does not omit anything relevant to APA Group's decision to provide the Funding;
2. it is, and any person engaged by it to implement the Initiative is, suitably qualified to and will implement the Initiative and its obligations under this Agreement with due care and skill; and
3. it is solvent and can pay its debts as and when they become due.

9. Conflicts of Interest

1. The Recipient warrants that no director, officer, employee or contractor of APA Group has received or will in the future receive from the Recipient any payment, gift, promise or anything of value or advantage (either directly or indirectly) as an inducement or reward for the offer of Funding for the Initiative.
2. The Recipient must inform APA Group of any conflict of interest or potential conflict of interest as soon as possible after becoming aware of the conflict of interest or potential conflict of interest arising out of the Funding for the Initiative.

10. Title and right to use Recipient's trademarks

1. APA Group acknowledges and agrees that all trademarks, trade names, logos, signs, symbols and copyright of the Recipient, whether registered or not, are the exclusive property of the Recipient and cannot be used by APA Group except under this Agreement.
2. APA Group is authorised by the Recipient to use the Recipient's trademarks, trade names, logos, signs, symbols and copyright for the purposes of promoting the Funding provided by APA Group to the Recipient under this Agreement. APA Group will have no right, title or interest whatsoever in such trade mark, trade names, logos, signs, symbols and copyright except as provided by this Agreement.

11. Title and right to use APA Group trademarks

1. The Recipient acknowledges and agrees that all trademarks, trade names, logos, signs, symbols and copyright of APA Group, whether registered or not, are the exclusive property of the APA Group and cannot be used by the Recipient except as permitted under this Agreement or as otherwise agreed in writing by APA Group.

2. The Recipient must obtain APA Group's written permission to use the Logo for the purposes of advertising the Fund under this Agreement, prior to using the Logo. The Recipient will have no right, title or interest whatsoever in the Logo, APA Group trade mark, trade names, logos, signs, symbols and copyright except as provided by this Agreement.

12. Acknowledgement of APA Group

1. The Recipient agrees that in consideration of APA Group providing the Funding for the Initiative that the Recipient will recognise APA Group's contribution in a manner approved by APA Group. Such recognition must be approved by APA Group prior to the payment of any money under the Agreement and the commencement of the Initiative.
2. The Recipient must not make, publish or distribute any press release or other public announcement relating to this Agreement, the Funding, the Community Grants Program or APA Group (including the use of APA Group's name or logo) in any public manner whatsoever without APA Group's prior written consent to the form and manner of the announcement, release or use of APA Group's name or logo.
3. The Recipient must refer to APA Group any enquiries from any media concerning this Agreement, the Funding, the Community Grants Program, or APA Group or any APA Group business or activities.

13. Confidentiality

1. The Recipient acknowledges that any information disclosed to it by APA Group under, or in connection with, this Agreement, is strictly confidential.
2. Except as stated in this Agreement, the Recipient must not permit any of its officers, employees, agents, contractors or Related Entities to disclose any Confidential Information to any person, other than its professional advisors or as required by law, without the prior written consent of APA Group.
3. This clause 3.13 continues despite the termination or expiration of this Agreement; and
4. This clause 3.13 does not apply to any information which:
 - . is generally available to the public (other than as a result of the wrongful disclosure by the Recipient); or
 - a. is required to be disclosed by law.

14. Release, indemnity and limitation of liability

14.1 Release

1. As between APA Group and the Recipient, to the extent permitted by Law the Recipient undertakes the Initiative at its risk, and is solely responsible for all costs, expenses, risks and liabilities in connection with the Initiative (including the risks of obtaining or maintaining Approvals in relation to the Initiative), subject to this clause 3.14.
2. To the extent permitted by Law, the Recipient releases APA from all Claims in respect of the Initiative or this Agreement, except Claims for payment of Funding in accordance with this Agreement.

14.2 Indemnity

To the extent permitted by Law, the Recipient indemnifies APA Group and each of its officers and employees (Indemnified) in respect of all Loss incurred or suffered by the Indemnified in respect of the Initiative, including Loss in respect of Claims by third parties, except to the

extent that Loss is caused by the fraud or wilful misconduct of the Indemnified or breach of this Agreement by APA Group.

14.3 Limitation of Liability

APA Group is not liable to the Partner for any demand, claim, suit or action for loss, damages, compensation, costs or any other remedy actual, contingent or otherwise which would, or might (but for this clause) arise directly or indirectly out of this Agreement, tort, statute or otherwise, including as a result of any act or omission beyond APA Group's reasonable control.

15. Dispute resolution

1. If a dispute arises in respect of this Agreement, a party must not commence legal proceedings in relation to the dispute (except proceedings seeking interlocutory relief) unless and until it complies with the procedures set out in this clause 3.17.
2. A party may refer a dispute for resolution under this this clause 3.17 by written notice to the other parties (**Dispute Notice**).
3. The following representatives of the parties must promptly meet on a without prejudice basis to endeavour to resolve the dispute:
 - . the Contact Person (as specified in the Parties section of this Agreement) of the parties (or their nominees), within 5 Business Days of the date of the Dispute Notice; and
 - a. failing resolution under paragraph (i), a more senior representative of each party, within a further 5 Business Days.
4. The parties must act in good faith and use reasonable endeavours to resolve the dispute in all meetings conducted in accordance with paragraph (c).
5. Paragraph (a) ceases to apply to the dispute if another party fails to participate in the procedures set out in this clause 3.17.
6. Despite the existence of a dispute, the parties must continue to perform their obligations under this Agreement.

16. Notices

16.1 Delivery

A notice or other communication to or by a party under this Agreement must be in writing and given by the relevant Contact Person (as specified in the Parties section of this Agreement).

16.2 Consent to use of electronic communications

The parties consent to the use of electronic communications as a means of communicating about this Agreement and the matters contained within it.

17. Relationship of parties

1. Nothing in this Agreement will constitute a partnership, joint venture, agency or other form of fiduciary relationship between APA Group and the Recipient.
2. Neither party has the power to obligate or bind any other party except as authorised by this Agreement.
3. The Recipient is encouraged to contact APA Group regarding any concerns or complaints in relation to this Agreement.

4. The Recipient is responsible for the ongoing maintenance, management and future costs associated with any infrastructure, buildings, and services or programs that are developed as a part of the Initiative.
5. APA Group retains the right to view and audit the Recipient's records relating to the Initiative.

18. Termination

1. If the Recipient fails to meet any of its obligations under this Agreement, APA Group may terminate this Agreement and not provide the Recipient with the balance of the Funding, which is at the time of termination outstanding.
2. In addition, the Recipient must repay the balance of any amount previously granted by APA Group to the Recipient, which at the time of termination, remains unspent.
3. However, if the Recipient:
 - . provides to the satisfaction of APA Group a written explanation as to why they were not able to meet their obligations under this Agreement; and
 - a. provides APA Group with details as to how the Recipient will meet the obligations required within a reasonable period;

APA Group may, in its absolute discretion, provide the remaining Funding to the Recipient subject to such conditions as determined by APA Group.

19. Effect of termination

If this Agreement is terminated for any reason, each party:

1. is released from its obligation to perform any further obligations under the Agreement; and
2. retains any accrued rights it had against the other party in respect of any past breach of the Agreement.

20. General Provisions

20.1 Successors and assigns

This Agreement binds and benefits the parties to this Agreement, their successors and permitted assigns.

20.2 Severability

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

20.3 Variation

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

20.4 Entire agreement

This Agreement:

1. contains the entire agreement between the parties with respect to its subject matter as at the date of this Agreement;
2. sets out the only conduct relied on by the parties; and

3. supersedes all earlier conduct and prior agreements, arrangements and understandings between the parties in connection with its subject matter.

20.5 Continuing performance

1. The obligations contained in this Agreement continue until satisfied in full and do not merge with any action performed or document executed by any party for the purposes of performance of this Agreement.
2. Any representation in this Agreement survives the execution of any document for the purposes of, and continues after, performance, termination or expiry of, this Agreement.
3. Any indemnity given by any party under this Agreement:
 - . constitutes a liability of that party separate and independent from any other liability of that party under this Agreement or any other agreement; and
 - a. survives and continues after performance, termination or expiry of this Agreement.

20.6 Costs and duties

Each party must pay its own costs in relation to the negotiation, preparation, execution and performance of this Agreement, except as otherwise expressly provided in this Agreement.

20.7 Governing law and jurisdiction

1. The Laws of New South Wales govern this Agreement.
2. The parties submit to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia.