



## Aboriginal Employment Enabling Program – Grant Application form

### Application guidance

The Aboriginal Employment Enabling Program (AEEP) will provide grant funding to services and/or projects that enable and encourage training and employment outcomes for Aboriginal and Torres Strait Islander (referred to as Aboriginal) people.

This form is to be used for eligible entities to submit their grant proposal to the Department of Training and Workforce Development (the Department).

Applications may be made by a consortia or by more than one organisation working in partnership with another organisation, in which case the Authorised Officer of the lead organisation must complete and sign this application form.

This form must be read in conjunction with the following documents:

- AEEP Grants Program Business Rules; and
- Conditions of Funding for the AEEP.

If this application form does not provide enough space for all relevant information, please attach additional supporting documentation where necessary. Please ensure that the attachments are clearly labelled as they relate to the application form.

In preparing your application, always assume the assessment panel has no knowledge of your organisation, its activities, its experience or any previous work undertaken.

Please note:

- Red asterisks (\*) indicates a mandatory field
- Guidance instructions have been provided for each selection criteria.

# Aboriginal Employment Enabling Program – Grant Application form

## Section 1 - Applicant details

### 1.1 General applicant information

Please provide your organisation's name:\*

Please provide your organisation's ABN:\*

|  |     |    |
|--|-----|----|
| Are you applying for the grant through a consortia or partnership arrangement?:* | Yes | No |
|--|-----|----|

If yes to the above, please provide details on all entities involved in the consortia or partnership arrangement, including any in-kind contributions they will make to the project:

|   |     |    |
|---|-----|----|
| Does your business employ fewer than 20 people? | Yes | No |
|---|-----|----|

|  |     |    |
|--|-----|----|
| Is your business a Registered Aboriginal Business? | Yes | No |
|--|-----|----|

|   |     |    |
|---|-----|----|
| Is your business involved in providing supported employment opportunities to people living with disability? | Yes | No |
|---|-----|----|

### 1.2 Contact details

Please provide the contact details of a primary contact at your organisation that will be responsible for maintaining contact with the Department:

Name:\*

Phone number:\*

Position:\*

Email:\*

Postal address:\*

### 1.3 Referee contact details

Please provide the contact details of a referee(s) who can verify the information provided in this application, such as your organisation's relevant experience, past performance history, community endorsement or cultural competency. If you wish to nominate more than two referees, please provide details in an attachment.

#### Referee 1

Name:

Phone number:

Organisation:

Email:

Position:

#### Referee 2

Name:

Phone number:

Organisation:

Email:

Position:

# Aboriginal Employment Enabling Program – Grant Application form

## Section 2 - Proposal details

### 2.1 General proposal information

Please provide a brief description of the service, project or activity that you are seeking the grant funding for:\*

Please indicate in which location the service, project or activity will be taking place:\*

Please indicate the total grant funding amount you are seeking for this proposal:\*

Please indicate expected service, project or activity timeframe:\*

Start date:\*

End date:\*

Please provide the following documents:

- A detailed Project Delivery Plan for your proposed project activities to show how you will go about executing your planned activity, service or project. Such plan may showcase:
  - your project schedules;
  - required resources; and
  - staff, team-members or stakeholders involved and their responsibilities.
- Itemised budget, including an itemised breakdown of the planned expenditure and details of any in-kind support from formal or informal partnerships (if applicable)

## 2.2 Response to assessment criteria

Applicants are required to address the following Assessment Criteria as part of their submission. When addressing the Assessment Criteria, please provide full details or supporting evidence of any claims, statements or examples provided.

### 2.2.1 Innovative design

Please outline how the proposed service or project utilises a new, bespoke and/or innovative delivery model that will enable or encourage employment and/or training outcomes for Aboriginal people.

Refer to section 3.2.1 (page 4) of the Business Rules document for additional information.

When addressing this criterion, a strong application will clearly outline:

- how the proposed service or project is being delivered in a way that is different from what already exists in the region/location for Aboriginal people;
- how the proposed service or project is not simply an enhancement or expansion of any existing activity, service or project funded by State and/or Commonwealth Government organisations; and
- how the 'new' or 'different' way of delivering the service or project enables or encourages employment and/or training outcomes for Aboriginal people.

### 2.2.2 Community-based

Please outline how your proposal is supported by the communities in the Specified Region(s) and will respond to the identified community needs.\*

Refer to section 3.2.2 on page 4 of the Business Rules document for additional information.

When addressing the criterion, a strong application will:

- show that the proposed services or project meets identified community needs, and is endorsed/supported by the community (for example, by providing letters of support from Elders or community leaders);
- demonstrate the organisation's knowledge and/or connection with the region/location where the service or project is being delivered, including an understanding of the challenges of delivering to that region/location; and
- outline how the proposed activity, service or project has been tailored to address any specific community cultural requirements and additional needs, such as low foundation skills, physical accessibility requirements (if applicable).

### 2.2.3 Impact and Outcomes

Please outline the proposal's anticipated impact and outcomes for individuals, employers and/or community/service providers.\*

Refer to section 3.2.3 (page 4) of the Business Rules document for additional information.

**When addressing this criterion, a strong application will:**

- outline the positive impacts or outcomes that you anticipate to achieve as a result of the service or project;
- include quantitative (numerical) or qualitative (non-numerical) key performance indicators that the service or project expects to meet, for example, number of participants, measurable change in participants, achievement towards employment or training goal; and
- identify positive impact on more than one cohorts.

Please outline an Exit/Transition Strategy that details how any impact on individuals and the organisation would be addressed upon conclusion of the funding allocation.\*

**When addressing this criterion, a strong application will:**

- outline your communication strategy regarding expected project completion date(s) and/or a transition period;
- identify methods to assist participants to transition to other services that can provide ongoing support beyond the proposed funding timeline; and
- outline plans to transfer or maintain any assets or resources procured as part of the service or project.

## 2.2.4 Capacity and capability

Please outline your organisation's capacity and capability to deliver the proposed project, service or activity.\*  
Refer to section 3.2.4 (page 5) of the Business Rules document for additional information.

When addressing the criterion, a strong application will:

- demonstrate the cultural competency of their organisation and any deliver partners, such as Aboriginal executive leadership, number of Aboriginal staff, any cultural competency training undertaken; and
- outline your organisation's relevant experience in delivering similar services or projects.
- identify any potential risks that might impact delivery, and how the organisation plans to mitigate these risks.

### Checklist

The following documents are attached to the application:

Project delivery plan

Itemised budget, including details of any in-kind support from formal or informal partnerships (if applicable)

### Section three – applicant declaration

On behalf of the applicant organisation (or consortia or partnership if applicable), I declare that:

- I have read the Conditions of Funding for the AEEP and confirm that these conditions will be met if this application is successful;
- all the information provided in this application and any attachments, is true and correct; and
- I give permission to the Department of Training and Workforce Development to contact the referee(s) I nominated in the application.

Authorised Officer signature

Date

Authorised Officer name

Authorised Officer position

Witness signature

Date

Witness name

Witness position



Government of **Western Australia**  
Department of **Training**  
and **Workforce Development**

**ABORIGINAL EMPLOYMENT ENABLING PROGRAM**

**GRANTS PROGRAM**

**BUSINESS RULES**

EFFECTIVE: 29 JANUARY 2024

VERSION: 1.0

## Contents

|  |   |
|--|---|
| 1. AIM AND SCOPE.....                              | 3 |
| 2. FUNDING.....                                    | 3 |
| 3. AEEP GRANT SPECIFICATIONS AND REQUIREMENTS..... | 3 |
| 4. APPLICATION PROCESS .....                       | 5 |
| 5. ASSESSMENT PROCESS .....                        | 6 |
| 6. PAYMENT ARRANGEMENTS.....                       | 7 |
| 7. REPORTING AND ACQUITTAL.....                    | 8 |
| ANNEXURE A.....                                    | 9 |



## **ABORIGINAL EMPLOYMENT ENABLING PROGRAM - GRANTS PROGRAM**

The Aboriginal Employment Enabling Program (AEEP) – Grants Program is designed to provide grant funding to services and projects that enable and encourage training and employment outcomes for Aboriginal and Torres Strait Islander (referred to as Aboriginal) people.

These business rules outline the eligibility criteria and process for administering the AEEP Grants Program. Please refer to Annexure A for definitions/descriptions of key terms used in these business rules.

These business rules may be reviewed and updated as necessary in consultation with relevant internal and external stakeholders.

### **1. AIM AND SCOPE**

The AEEP aims to remove or reduce barriers to training and/or employment faced by Aboriginal people and support Aboriginal people on a successful training and/or employment pathway. These barriers may exist at an individual, community or service provider level. The AEEP will provide funding for innovative solutions that will support:

- i) Aboriginal people in progressing towards/gaining employment and/or training;
- ii) employers in improving their cultural competency, attracting and working with Aboriginal employees; and
- iii) organisations, including Aboriginal Community Controlled Organisations (ACCOs), to build their capability to support Aboriginal people accessing employment and/or training, or employers recruiting and retaining Aboriginal employees.

The AEEP will be piloted in the Kimberley and Goldfields-Esperance regions (Specified Regions). Funding will be allocated until exhausted, with an expectation that the delivery of services or projects would conclude by the end of 2025 calendar year.

### **2. FUNDING**

An estimated \$1.35 million across the 2024 and 2025 calendar years will be available for the grants program under the AEEP.

### **3. AEEP GRANT SPECIFICATIONS AND REQUIREMENTS**

#### **3.1 ELIGIBILITY CRITERIA**

Entities eligible to apply for the AEEP Grants Program are those:

- i) with an active Australian Business Number (ABN);
- ii) that are not a State or Commonwealth Government Entity; and
- iii) that have a physical presence in, or a connection to, the region where they intend to deliver their proposed service or project.

Applications submitted by entities that do not meet the above-mentioned eligibility criteria will not be considered by the assessment panel.

## **3.2 ASSESSMENT CRITERIA**

Applicants must address the following assessment criteria as relevant to their proposed service or project:

### **3.2.1 Innovative design**

The proposal must outline how the proposed service or project utilises a new, bespoke and/or innovative delivery model that will enable or encourage an employment and/or training outcome for Aboriginal people.

The proposed service or project must not be:

- i) an activity, service or project that is funded by the State and/or Commonwealth Government in the Specified Regions, irrespective of whether or not the Applicant is the contracted service provider for such activity, service or project; and/or
- ii) an enhancement or expansion of any activity, service or project that is funded by the State and/or Commonwealth Government in the Specified Regions, irrespective of whether or not the Applicant is the contracted service provider for such activity, service or project.

### **3.2.2 Community-based**

The proposal must:

- i) provide evidence of community consultation and support for the proposal; and
- ii) demonstrate knowledge and connection with the Specified Regions and understanding of its needs, issues and challenges.

If applicable, the proposal should outline how the proposed service or project has been tailored to address any specific cultural requirements and/or additional needs, for example, low foundation skills and physical accessibility requirements.

### **3.2.3 Impact and outcomes**

The proposal must:

- i) identify anticipated impact and outcomes, such as:
  - a. for individuals – the reduction or removal of barriers, the attainment of meaningful training and/or employment outcomes, or the development of participants' skills to enable self-determination regarding training and employment;
  - b. for employers – the improvement of Aboriginal employment/recruitment practices and development/enhancement of cultural competency; and/or
  - c. for community/service providers – the development or improvement of capability to support Aboriginal people and employers of Aboriginal people; and
- ii) include an Exit/Transition Strategy that details how any impact on individuals and the organisation would be addressed upon conclusion of the funding allocation.

### **3.2.4 Capacity and capability**

The proposal must:

- i) include a Delivery Plan and an itemised budget including In-kind Support and/or

- funding received from formal or informal partnerships;
- ii) provide a strategy on how potential risks in relation to the implementation of the grant activity will be managed, for example, how the Applicant would respond to any changes to the local operating environment or changes to the capacity of the Applicant and/or their service delivery partners;
- iii) identify the cultural competency of the Applicant and/or their service delivery partners, such as Aboriginal executive leadership or ownership, number of Aboriginal staff, or any cultural competency training undertaken; and
- iv) outline the Applicant's relevant experience and performance history.

### **3.3 VALUE FOR MONEY**

The panel will also assess each application on its value for money.

Value for money is critical in government procurement to ensure that public resources are used in the most efficient, effective, ethical and economic manner. Price is not the only factor when assessing value for money. Other considerations include the relevant financial and non-financial costs and benefits of each application such as:

- i) the quality of the goods and/or services;
- ii) the Fitness for Purpose of the proposal;
- iii) flexibility of the proposal, including innovation and adaptability over the lifecycle of the Grant Agreement if awarded;
- iv) whether the nominated outcomes are realistically achievable within the timeframes;
- v) the alignment of the proposal with the aims of the AEEP;
- vi) where applicable, cost comparisons with other similar services or programs available; and
- vii) Public Value.

## **4. APPLICATION PROCESS**

### **4.1 OPENING OF GRANT APPLICATIONS**

It is anticipated that the initial grant round will open from **5 February 2024** and close by **22 March 2024**.

Additional grant rounds may be opened if all funding is not allocated in the initial round.

The grant program will be advertised through multiple channels, including Jobs and Skills Centres, Regional Development Councils, industry training council networks, social media and website platforms and Tenders WA.

Applications received after the closing time will not be considered.

The Department of Training and Workforce Development (DTWD) reserves the right at any time to suspend the grant application process.

### **4.2 SUBMISSION OF GRANT APPLICATIONS**

Applicants may make only one application per round per region, as an entity in their own right. An applicant may also apply as part of a consortium, in addition to their individual application, in the same funding round.

Applicants must meet the eligibility criteria in section 3.1 and address the assessment criteria in section 3.2.

Applicants may provide contact details of referee(s) who may be contacted to verify claims of relevant experience, performance history, community support and/or cultural capability.

Applications must be submitted via email to [AEEP.Grants@dtwd.wa.gov.au](mailto:AEEP.Grants@dtwd.wa.gov.au), using the application template provided. Additional documents may be submitted in support of an application.

All mandatory questions in the application template must be completed and declaration signed. Incomplete applications will not be considered and may be returned to the applicant.

Applicants may not amend their application after the advertised closing time, unless invited or requested to do so by DTWD to meet specified compliance and disclosure requirements.

Clarification/information may be sought by DTWD regarding an application, and the Applicant must respond within the timeframe specified in the DTWD request.

## **5. ASSESSMENT PROCESS**

A Panel comprising a minimum of three members will be convened to assess eligible applications.

The Panel must include at least one member identified as Aboriginal.

The Panel may invite additional non-voting members to provide appropriate cultural context/guidance.

The Panel will be chaired by DTWD or a nominee of DTWD, in accordance with the requirements of the [WA Grants Administration Guidelines 2022](#).

The Panel may:

- i) consider material submitted by the Applicant against any of the assessment criteria in section 3.2 and section 3.3; and
- ii) to the extent considered appropriate, take into account other information available to the Panel outside the material submitted by the Applicant, such as previous acquittals submitted to the State Government or the organisation's annual reports. Applicants will be provided with the opportunity to comment on any information the Panel considered in the assessment process that was not provided in their application.

The Department will treat applications as confidential during the assessment process and may use any material contained in an application or otherwise provided by the

Applicant, for the purposes of the assessment process and the preparation, administration and management of any resultant contract.

The Department will not be taken to have breached any confidentiality obligations to the extent that information contained in an application is disclosed by the Department for Freedom of Information or audit purposes, subject to the *Freedom of Information Act 1992* and any requests may by the Auditor General for the State of Western Australia.

Following the assessment of applications, the Panel, through DTWD, may enter into negotiations or discussions with one or more Applicants in relation to the proposed services or projects to achieve the best value for money and equity of access to services for each of the Specified Regions.

The funding to be awarded for each grant application will be at the complete discretion of DTWD.

It is anticipated that Applicants will be notified of the outcome of their application around six to eight weeks from the application closure date.

The Applicant may choose to either accept or decline the grant funding offer.

Unsuccessful Applicants will be provided with feedback upon request and will have the opportunity to apply for any future grant rounds.

## **6. PAYMENT ARRANGEMENTS**

The awarded grant amount will be disbursed in full upon receipt of a signed Grant Agreement or Letter of Offer. The funds will be disbursed via a Recipient Created Tax Invoice (RCTI) created by DTWD.

Grant Recipients will be required to meet reporting requirements against agreed Key Performance Indicators (KPIs) as outlined in the Grant Agreement or Letter of Offer.

If the delivery costs of a project exceed the grant amount awarded, DTWD will not fund the budget shortfall.

If the awarded grant amount becomes insufficient for the Grant Recipient to meet the agreed KPIs due to factors outside of their control, DTWD and the Grant Recipient may jointly agree to a variation to the KPIs and implementation plan.

At Financial Acquittal, surplus/unspent funds will be either recovered or alternative use of funds may be agreed to in writing by DTWD. Where the unspent funds are no more than five per cent of the total grant, DTWD, at its discretion, may choose not to pursue recovery of the funds.

## 7. REPORTING AND ACQUITTAL

The Grant Agreement (for grants valued over \$10,000) or Letter of Offer (for Grants valued \$10,000 and under) will outline the relevant reporting and acquittal processes.

At a minimum, Grant Recipients will be required to report on:

- i) the number of participants (individuals or organisations) supported through the delivery of the grant project;
- ii) occasions of service or number of times services provided to a participant;
- iii) training or employment outcomes achieved for each participant (where appropriate), or indication of how the service supported the participant's progress towards a training and/or employment outcome;
- iv) key demographic features of participants (e.g. age, gender, location, employment status);
- v) brief summary of the activity that may be used to showcase examples of good practice;
- vi) any adjustments made to service delivery approaches to meet participants' cultural and/or additional needs;
- vii) details of industry partners/collaborators including In-kind Support and/or funding received;
- viii) summary or case studies of participant feedback (where appropriate); and
- ix) itemised acquittal of grant monies, signed by an Authorised Officer of the Grant Recipient.

Additional reporting requirements may be made and will be negotiated prior to finalising the Grant Agreement or Letter of Offer.

For grants over \$50,000, DTWD may, at any time, upon reasonable written prior notice, audit the Grant Recipient's records as necessary to verify that:

- i) the funding has been expended in accordance with the Grant Agreement;
- ii) the Conditions of Funding agreed to in the application have been complied with; and
- iii) reports submitted to DTWD are accurate.

Grant Recipients will be required to meet reporting timeframes as outlined in the Grant Agreement or Letter of Offer, including submitting a Final Evaluation Report and Financial Acquittal within 90 days of service delivery or program conclusion. The information collected under the AEEP will be used for program reporting and stored appropriately for probity and audit purposes. Information may also be used for program evaluation and/or promotional purposes at DTWD's discretion.

## ANNEXURE A

| Term   | Description/Definition  |
|--|---|
| Aboriginal People                            | Aboriginal and Torres Strait Islander People  |
| Aboriginal Community Controlled Organisation | <p>An Aboriginal Community Controlled Organisation is an organisation that is:</p> <ul style="list-style-type: none"> <li>a. incorporated under relevant legislation and not-for-profit;</li> <li>b. controlled and operated by Aboriginal and/or Torres Strait Islander people;</li> <li>c. connected to the community, or communities, in which they deliver the services; and</li> <li>d. governed by a majority Aboriginal and/or Torres Strait Islander governing body.</li> </ul> |
| AEEP   | Aboriginal Employment Enabling Program  |
| Applicant                                    | The organisation, including all members of a consortia, that is submitting an application under the AEEP grants program.  |
| Authorised Officer                           | A person who has the power to control the direction or management of an organisation and is authorised to represent the organisation and enter into contracts or agreements that legally bind the organisation.   |
| Conditions of Funding                        | The Conditions of Funding set out the terms and conditions applicable to the grant funding provided by DTWD, including the role and responsibilities of the Grant Recipient.  |
| Consortium                                   | A partnership arrangement or collective of organisations applying for a AEEP grant under one proposal.  |
| Cultural Competency                          | Cultural Competency is knowledge, behaviours, attitudes, policies and systems that enable service providers and employers to work directly with a target population, in the context of the AEEP, Aboriginal people.   |
| Delivery plan                                | A plan that outlines the proposed grant project activities; indicative timeframes; and individuals or organisation(s) responsible for the delivery of each activity.  |
| Exit/Transition Strategy                     | A strategy that details how any impact on individuals, communities and the organisation would be addressed due to the finite nature of the funding. Examples of potential strategies include connecting clients with mainstream services, partnering with other organisations that have the capacity to continue the service beyond the term of the AEEP funding etc.   |
| Final Evaluation Report                      | A report that provides a summary, analysis and evaluation of the activity, service or project that has taken place against the key performance indicators and/or deliverables as outlined in the Grant Agreement or Letter of Offer.  |
| Financial Acquittal                          | An income and expenditure statement for the grant and confirmation that the funding has been spent on the activity in   |

| Term                          | Description/Definition  |
|-------------------------------|---|
|                               | accordance with the Grant Agreement and the Conditions of Funding.  |
| Fitness for Purpose           | Activities outlined in the grant proposal are capable of meeting the project objectives and service levels through their design and implementation approaches in the specified regions.   |
| Grant Recipient               | The organisation or the lead Applicant of a consortium signing the Grant Agreement or accepting the Letter of Offer issued by DTWD.   |
| Government Entity             | Any State or Commonwealth Governmental body, including departments, statutory authorities or government owned corporations or trading enterprises.  |
| Grant Agreement               | The Grant Agreement is issued where the value of the grant exceeds \$10,000.  |
| In-kind Support               | Contribution to your project at no expense to you. Examples could include venue provided free of charge to conduct training sessions; advice provided free of charge by a professional such as a consultant or an accountant in relation to budgeting and financial reporting.            |
| KPI                           | A Key Performance Indicator is an individual measurable metric that can be used to track progress towards a certain goal. Key Performance Indicators can be qualitative or quantitative and will be negotiated between DTWD and the Grant Recipient prior to signing the Grant Agreement. |
| Letter of Offer               | The Letter of Offer is an instrument issued in place of a Grant Agreement where the value of the grant is equal to or less than \$10,000.   |
| Public Value                  | Refers to the notion that a Government funded project's benefits reach the broader community beyond the immediate/direct recipients/clients.  |
| Recipient Created Tax Invoice | A tax invoice issued from DTWD to the Grant Recipient to disperse the allocated funds to the Grant Recipient.   |
| Specified Regions             | The Kimberley and Goldfields-Esperance regions of Western Australia.  |



**DEPARTMENT OF TRAINING AND WORKFORCE DEVELOPMENT**  
**CONDITIONS OF FUNDING**  
**FOR THE ABORIGINAL EMPLOYMENT ENABLING PROGRAM (AEEP)**  
**GRANTS PROGRAM**

**Definitions** relevant to these Conditions of Funding can be found at the end of this document.

**1. Agreement**

- (a) The Funding described in any Letter of Offer (for grants valued \$10,000 and under) or Grant Agreement (for grants valued over \$10,000) is to be used solely for the specified purpose described in the Letter of Offer or Grant Agreement and subject to the Conditions outlined herein.
- (b) An Agreement and legal relations between the Department of Training and Workforce Development (the Department) and the Grant Recipient, pertaining to the Funding will come into existence when the Letter of Offer or Grant Agreement and these Conditions of Funding are signed and agreed to by the Grant Recipient and the Department.
- (c) The expressed and implied provisions of the Letter of Offer or Grant Agreement form part of the Conditions and must be complied with in accordance with the terms.
- (d) The Conditions do not displace, reduce, or otherwise lessen the Department's rights at or under any Law.
- (e) Any part of the Funding that is not used in accordance with these Conditions and the Letter of Offer or Grant Agreement must be repaid by the Grant Recipient unless written approval is obtained from the Department.
- (f) Being provided with Funding does not entitle the Grant Recipient to receive any further funding.
- (g) The Grant Recipient acknowledges and agrees that the Letter of Offer or Grant Agreement and their application for the grant, and information regarding these, are subject to the *Freedom of Information Act 1992*, and that the Department may publicly disclose information in these documents.

**2. Provision of information**

- (a) The Grant Recipient must promptly inform the Department of any changes to their:
  - (i) Legal entity and/or name;
  - (ii) address;
  - (iii) nominated contact details; or
  - (iv) bank account details.
- (b) The Grant Recipient should promptly inform the Department in writing if anything is likely to affect or delay the activity(s) agreed to in accordance with these Conditions and the Letter of Offer or Grant Agreement and keep the Department briefed on all salient developments as and when they occur.
- (c) If the Grant Recipient becomes aware of a breach of any of the Conditions, they must immediately advise the Department in writing.

- (d) If the Department requests from the Grant Recipient information, or access to information, relating in any way to the Agreement, the Grant Recipient must comply within the timeframe specified by the Department.
- (e) The Grant Recipient must allow the Auditor General for the State of Western Australia, or an authorised representative, to have access to and examine the Grant Recipient's records and information concerning the funding, if requested.
- (f) For grants over \$50,000, the Department may at any time, upon reasonable written prior notice, audit the Grant Recipient's records as necessary to verify that:
  - (i) the funding has been expended in accordance with the Agreement;
  - (ii) the program Terms & Conditions agreed to have been complied with; and
  - (iii) any reports submitted to the Department are accurate.

### 3. Notices

All requests to change the approved purpose or seek an extension of the funding period, directions, consents, notices, notifications and other communications that may or must be given under the Agreement, must be in writing from the Grant Recipient's Authorised Officer and sent to the Department by email at [AEEP.Grants@dtwd.wa.gov.au](mailto:AEEP.Grants@dtwd.wa.gov.au).

### 4. Publication

The Department may publicise the fact of the Department's funding hereunder as, when, and howsoever the Department chooses. The Recipient consents to the Department publishing information, reports and documentation relating to the Funding and the Project on any website or social media platform and using and disclosing this information for compliance, marketing or promotional purposes.

### 5. GST

- (a) The total grant payment provided by the Department includes an amount to cover any liability for GST, if applicable.
- (b) If the Grant Recipient is registered for GST, then to comply with the GST requirements, the Grant Recipient agrees that:
  - (i) the Department will issue Recipient Created Tax Invoices (RCTIs) in respect of the Project where appropriate;
  - (ii) the Grant Recipient shall not issue tax invoices in respect of the Project where the Department has generated a RCTI;
  - (iii) at the time of entering the Agreement the Grant Recipient is registered for GST and will notify the Department immediately if their GST registration ceases; and
  - (iv) the Grant Recipient will remit the GST liability on activities undertaken with the Funding to the Australian Taxation Office.

### 6. Reporting

- (a) The Grant Recipient must meet any payment conditions and reporting requirements as specified by the Department.
- (b) Within **90 calendar days** of completion of the Project, the Grant Recipient agrees to submit a Final Evaluation Report, detailing the delivery and outcomes of the Grant Recipient's Project, including:

- (i) the number of participants (individuals or organisations) supported through the delivery of the grant Project;
  - (ii) occasions of service or number of times services provided to a participant;
  - (iii) training or employment outcomes achieved for each participant (where appropriate), or indication of how the Project supported the participant's progress towards a training and/or employment outcome;
  - (iv) key demographic features of participants (e.g. age, gender, location, employment status);
  - (v) brief summary of the activity that may be used to showcase examples of good practice;
  - (vi) any adjustments made to the Project delivery to meet participants' cultural and/or additional needs;
  - (vii) details of industry partners/collaborators including any In-kind Support and/or funding received;
  - (viii) summary of case studies or participant feedback (where appropriate); and
  - (ix) itemised acquittal of grant monies, signed by an Authorised Officer of the Grant Recipient.
- (c) The Grant Recipient must adhere to all reporting and acquittal processes to be eligible to apply for additional future grant rounds that may be open under this grants program.
- (d) The Grant Recipient may also be required, on request, to collate longitudinal data of Project participants, by undertaking a six-month post program survey of the Project participants and providing the data to the Department.

## 7. Intellectual Property

The Grant Recipient acknowledges that:

- (a) the term 'Content' in this context refers to new material created with grant funds and includes, but is not limited to, delivery resources, good-practice models, example work, photographs and video/audio footage;
- (b) the Grant Recipient permits the Department and all other users a non-exclusive, perpetual, royalty-free licence to use, reproduce, adapt, display and transmit the Content;
- (c) the intellectual property rights of the Content are retained by the Grant Recipient, however, the Content will be made available to the Department, as appropriate, at the Department's request;
- (d) the Content may be shared on the Department website or social media or other promotional activities, and will be freely accessible to the general public for non-profit educational purposes;
- (e) the Grant Recipient warrants that they have the legal right to share the Content and that the use of the Content by the Department and other parties will not infringe the trademark, copyright or privacy of any person or entity; or violate any law, regulation or agreement;
- (f) If using third-party material in the Content, the Grant Recipient will obtain permission or a licence from the copyright owners to use that third-party material within the Content for the purposes outlined in the Letter of Offer or Grant Agreement, and to allow the Department and other parties to do the same where applicable;
- (g) if using third-party materials in the Content, the Grant Recipient will attribute to the original creator and copyright owner; and

- (h) the Grant Recipient must not use any of the Department's trademarks, logos, or other intellectual property without the Department's prior written consent and only use in accordance with the Department's written directions or requests.

#### **8. Relationship**

The Grant Recipient agrees that the approval of any Funding in a Letter of Offer or Grant Agreement makes neither the Grant Recipient, nor the Department, an agent, employee or joint venture partner of each other.

#### **9. Grant Recipient behaviour**

The Grant Recipient will, in relation to the Funding, the activities undertaken with the Funding, and the Recipient's business:

- a. act ethically and commercially prudently;
- b. not do anything or allow anything to be done that causes or could cause the Department to be publicly criticised, embarrassed, or ridiculed; and
- c. comply with all applicable standards, Laws and State policies and guidelines, including conditions set out in the Letter of Offer or Grant Agreement.

#### **10. Warranties**

The Grant Recipient warrants that all information provided or given by the Grant Recipient or on their behalf under, in relation to, or preparatory to the Agreement is true, correct, complete and in no way misleading or deceptive. If information is or becomes untrue or incorrect in any way, the Grant Recipient must promptly notify the Department in writing, giving the Department all relevant details.

#### **11. Assignment**

The Grant Recipient may not assign, novate, transfer, or otherwise deal with the Agreement or the Grant Recipient's rights or obligations under the Agreement, except with the Department's prior written consent.

#### **13. Insurance and Legal Requirements for Staff**

The Grant Recipient shall take out and maintain (for the duration of the Agreement and with a reputable and solvent insurer) insurance for public liability with appropriate coverage in respect of each occurrence, covering legal liability to third parties for death, illness or injury to any person or the loss, destruction, damage to any property directly or indirectly caused by or arising out of the conduct of the Grant Recipient.

The Grant Recipient must identify and ensure compliance with any additional insurances required to deliver the Project.

The Grant Recipient shall ensure that staff obtain, and are compliant with, any relevant legal requirements necessary to deliver the Project, such as licences, registrations and clearances.

#### **14. Limitation of liability**

- (a) The Department will not be held responsible for any losses or additional costs incurred that are associated with the approved purpose.

- (b) The Grant Recipient releases the Department from all liability in relation to the Funding, the Project, the Conditions and any related matter and agrees that the Grant Recipient will not make any claim against the Department arising directly or indirectly in relation to the Funding, the Project, the Conditions and any related matter.
- (c) The Grant Recipient agrees to indemnify the Department, its officers, employees and agents from and against any loss, damage, claims, liability, suffered or incurred by or brought against the Department or any of its officers, employees or agents caused by, arising out of, or relating directly or indirectly to any:
  - (i) Act or omission by the Grant Recipient or the Grant Recipient's employees, contractors, officers, or agents;
  - (ii) breach by the Grant Recipient or the Grant Recipient's obligations or warranties; or
  - (iii) breach of a Law by the Grant Recipient or the Grant Recipient's employees, contractors, officers, or agents.
- (d) The Grant Recipient's liability to indemnify the Department will be reduced proportionately to the extent that the Department's negligence or other tortious act or omission contributed to the relevant liability, loss, damage, or expense.
- (e) The Department's right to be indemnified under this clause:
  - (i) is in addition to, and not exclusive of, any other right, power or remedy provided by Law; and
  - (ii) does not entitle the Department to be compensated in excess of the amount of the relevant liability, loss, damage, or expense.

This clause survives the expiration or termination of the Agreement.

## 15. Termination

- (a) If the Grant Recipient breaches any of the Conditions, the Department may:
  - (i) suspend performance of the Department's obligations until such time as the Department is satisfied, in the Department's absolute discretion, that the Grant Recipient has remedied the breach; or
  - (ii) terminate the Agreement by providing notice in writing, and the Agreement is then terminated from the date specified in that notice.
- (b) If the Department terminates the Agreement, the Department has no further obligation to pay the Grant Recipient the Funding or any part of the Funding which has not yet been paid to the Grant Recipient.
- (c) If the Grant Recipient ceases carrying out the Project for which the Funding was made or if the Department terminates the Agreement on account of the Grant Recipient's breach(es) of these Conditions, the Grant Recipient must:
  - (i) on request by the Department, promptly repay to the Department an amount of money equal to some or all of the Funding (determinable at the Department's discretion); and
  - (ii) transfer to the Department any property acquired with the grant monies.

**AUTHORISED OFFICER**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organisation: \_\_\_\_\_

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

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

**WITNESS**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organisation: \_\_\_\_\_

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

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

## DEFINITIONS

In the Conditions of Funding, the Letter of Offer and the Grant Agreement, unless the context otherwise requires:

- (a) A reference to the singular includes the plural and vice versa.
- (b) **Agreement** means the agreement between the Applicant and the Department, formed by these Conditions of Funding and the Letter of Offer or Grant Agreement.
- (c) **Applicant** pertains to the organisation, including all members of a consortia, that is submitting an application under this grants program.
- (d) **Authorised Officer** refers to a person who has the power to control the direction or management of an organisation and is authorised to represent the organisation and enter into contracts or agreements that legally bind the organisation.
- (e) **Conditions** means all these Conditions of Funding, the content of the Letter of Offer or Grant Agreement (including any additional conditions therein), and all other terms and conditions imposed by the Department in respect to the Funding.
- (f) **Department** refers to the Western Australia State Government Department of Training and Workforce Development.
- (g) **Final Evaluation Report** means a report that provides a summary, analysis and evaluation of the activity, service or project that has taken place against the key performance indicators and/or deliverables as outlined in the Grant Agreement or Letter of Offer.
- (h) **Funding** refers to the monies provided by the Department to the Grant Recipient for the sole purpose specified in the Letter of Offer or Grant Agreement and subject to the Conditions.
- (i) **Grant Agreement** refers to the agreement between the Department and the Grant Recipient for grant amounts greater than \$10,000, which details the rights, responsibilities and obligations of each party to the agreement, that is, the Department and the Grant Recipient.
- (j) **Grant Recipient** pertains to the organisation or lead Applicant of a consortium signing the Grant Agreement or Letter of Offer issued by the Department.
- (k) **GST** is defined in the GST Law.
- (l) **GST Law** is defined in the *A New Tax System (Goods and Services) Tax Act 1999* (Cth).
- (m) **Information** includes facts, data, assertions, representations and projections, and documentation upon which information is recorded.
- (n) **In-kind Support** refers to contribution provided to the Project at no expense to the Grant Recipient.
- (o) **Law** means all applicable present and future rules or requirements of a statute, subsidiary legislation, the common law or equity.
- (p) **Letter of Offer** means the letter provided by the Department for grant amounts equal to or less than \$10,000 and agreed to by the Grant Recipient which, together with these

Conditions, forms the Agreement between the Grant Recipient and the Department regarding the Funding.

(q) **Project** means the activities and/or work undertaken by the Grant Recipient with the Funding as set out in the Letter of Offer or Grant Agreement.

(r) **State** pertains to the State of Western Australia.

Terms used in these Conditions and defined in the Letter of Offer or Grant Agreement (including any information enclosed therewith or attached thereto) shall bear the same meanings ascribed to them in that Letter of Offer or Grant Agreement.