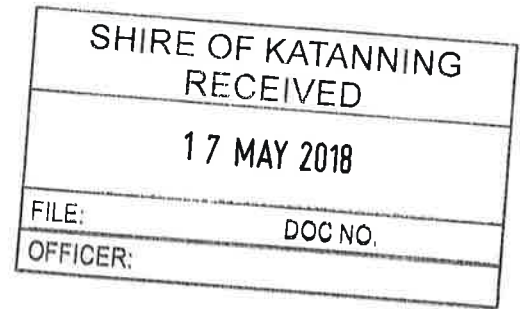


Our Ref: E6:1045
Enquiries: Jessica van der Waag

11 May 2018

Mr Julian Murphy
Shire of Katanning
PO Box 130
KATANNING WA 6317



Dear Mr Murphy



**ROYALTIES FOR REGIONS - GREAT SOUTHERN REGIONAL GRANTS
SCHEME (RGS) ROUND 6 - KATANNING COUNTRY CLUB
REDEVELOPMENT - STAGE 1**

Please find enclosed two copies of the Grant Agreement relating to the above project being auspiced by the Shire of Katanning on behalf of the Katanning Country Club. The Grant Agreement contains the general obligations of all grant recipients and includes two Schedules that relate specifically to your project.

We would like to draw your attention to four points from the document:

- Section 3.4 (a) states that 'The Grantee will provide the Grantor and funding source (State Government of Western Australia and Royalties for Regions) with appropriate recognition in Project related verbal public statements, including but not limited to radio and speeches.'
- Section 3.4 (b) states that 'The Grantee will provide the Grantor and funding source (State Government of Western Australia and Royalties for Regions) with public recognition on all literature and promotional material for the Project, in the format approved of by the Grantor.' Where logos are used, they must include, in order, those of the Government of Western Australia, Royalties for Regions and the Great Southern Development Commission (GSDC). **You will find a guide to the use of logos on the CD contained in your Grant Administration Pack.**
- Section 3.4 (d) states that 'The Grantee will liaise with the Grantor in advance of any promotional event relating to the grant-aided project (e.g. official opening or similar) to ensure adequate time for appropriate representation to be arranged.'

Similarly any request for a representative of the Grantor to formally participate in the event must be approved by the Grantor in a timely manner prior to the event.'

- As per Clause 3.6(c) of the Agreement, where the Grant Funds are valued at over \$20,000 (exclusive of GST) an audited financial statement for the project must be included with the Acquittal Report.

If you are satisfied with these contract documents, **please sign or initial each page of the Grant Agreement in duplicate and then return them to the GSDC.** On receipt of the signed documents I will sign the documents. One original will be retained for GSDC records and the other will be returned to you.

As per the RGS Guidelines the Grant Agreement must be signed and returned to the GSDC within sixty (60) days of the date of issue. The Commission reserves the right to withdraw the grant offer if signed copies are not received within that period.

Should you have any queries in regard to the Grant Agreement or this correspondence, please contact Jessica van der Waag at the GSDC Katanning office on 9821 3211.

With best wishes for a successful outcome to your project.

Yours faithfully



BRUCE MANNING
CHIEF EXECUTIVE OFFICER

*CC: Mr David Stade, President Katanning Country Club
kcclub@westnet.com.au and d.stade@bigpond.com*

Encl. Two Copies for Grant Agreement for Signing





REGIONAL GRANTS SCHEME- GRANT AGREEMENT

Katanning Country Club Redevelopment

Great Southern Development Commission

And

Shire of Katanning

On Behalf of the Katanning Country Club



THIS GRANT AGREEMENT is made on _____

BETWEEN:

Great Southern Development Commission
("Grantor")

and

Shire of Katanning A.B.N. 37 965 647 680
("Grantee")

RECITALS

The Grantee has applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant from the Royalties for Regions, Regional Grants Scheme subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this agreement, including its recitals and any schedules or annexures (if any).

Acquittal occurs when the Grantor has advised the Grantee that the reports and financial information provided by the Grantee in accordance with clause 3.6 are satisfactory.

Acquittal Date means the date that Acquittal occurs.

Acquittal Report means that report referred to in Schedule 2.

Application means the original grant application.

Approved Budget means the budget approved by the Grantor and attached to this Agreement as attachment A.

Approved Purpose means the purpose or purposes set out in item 2 of Schedule 1.

Auditor means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants and who is independent from the Grantee.

Auditor General means the Auditor General for the State of Western Australia.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Commencement Date means that date for commencement of the Project specified in item 3 of Schedule 1.

Completion Date means that date for completion of the Project as specified in item 3 of Schedule 1.

Event of Default means an event of default described in clause 9.1.

Grant Funds means the amount or amounts specified in item 4 of Schedule 1.

Insolvency Event means the happening of any of these events:

- (a) an application is made to a court for an order that a Party be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, unless the application is withdrawn, struck out or dismissed within 7 days of it being made;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator is appointed to any of its assets;
- (d) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors;
- (e) it proposes a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors, or its winding up or dissolution;
- (f) it is insolvent as disclosed in its accounts or otherwise states that it is insolvent or it is presumed to be insolvent under an applicable law;
- (g) it is taken to have failed to comply with a statutory demand;
- (h) a writ of execution is levied against it or its property; or
- (i) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition.

Party means each of the Grantor or the Grantee as the context requires and **Parties** means both of them.

Project means the initiative or activities to be undertaken with the Grant Funds specified in Schedule 1.

Region means the Great Southern region, as defined in the Regional Development Commissions Act 1993.

Special Conditions means any conditions specified in item 5 of Schedule 1.

1.2 Interpretation

- (a) In this Agreement, unless the context otherwise requires the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a gender includes other genders;
- (d) a reference to a person includes a public body, a company and an incorporated or unincorporated association or body of persons and also includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
- (e) if the Grantee consists of a partnership or joint venture, then:
 - (i) an obligation imposed on the Grantee under this Agreement binds each person who comprises the Grantee jointly and severally;
 - (ii) each person who comprises the Grantee is deemed to agree to do all things necessary to enable the obligations imposed on the Grantee under this Agreement to be undertaken;
 - (iii) the act of one person who comprises the Grantee binds the other persons who comprise the Grantee; and
 - (iv) an Event of Default by one person who comprises the Grantee constitutes an Event of Default by the Grantee;
- (f) an agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of, them jointly and severally;
- (g) a reference to this Agreement or another instrument includes all variations and replacements of either of them despite any change of, or any change in the identity of, the Grantor or the Grantee;
- (h) a reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment or appendix to, this Agreement;

- (i) headings are included for convenience and do not affect the interpretation of this Agreement;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) no rule of interpretation is to be applied to disadvantage the Grantor or the Grantee on the basis that it was responsible for preparing this Agreement;
- (l) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (m) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
- (n) a reference to writing includes all means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (o) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- (p) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (q) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day; and
- (r) a reference to a monetary amount means that amount in Australian currency.

2. PAYMENT OF GRANT FUNDS

- (a) Subject to the terms and conditions of this Agreement, the Grantor will pay to the Grantee the Grant Funds in accordance with the payment schedule specified in item 6 of Schedule 1.
- (b) Upon signing of the Grant Agreement by both parties the Grantor may issue the Grantee with a purchase order number for the Grant Funds plus GST where appropriate. All tax invoices must specify the purchase order number (if provided) and the Grantee must submit a tax invoice in order to be processed for payment.
- (c) The Grantee will notify the Grantor of the identifying details of a bank account into which Grant Funds can be deposited, including without limitation its name, styling and number and the name and BSB number of the branch at which the bank account is held.

- (d) The Grantee will ensure that the bank account into which the Grant Funds are deposited is not overdrawn at any time during the term of this agreement, and that the bank account requires two signatories for any withdrawal related transactions.

3 OBLIGATIONS OF GRANTEE

3.1 Use of Grant Payment

- (a) The Grantee will use the Grant Funds solely for the Approved Purpose in accordance with the Application and Approved Budget and expend such funds by the Completion Date.
- (b) The Grantee will carry out all their responsibilities for the project and fulfil its Obligations to a high standard in a competent, diligent, satisfactory and professional manner. In carrying out the Project, the Grantee must comply with and meet all milestones as outlined in Schedule 1 including completing the Project by the Date for Completion.
- (c) Any interest earned on the Grant Funds must be used for the purposes of the Project, or returned to the Grantor.
- (d) Payment of Grant Funds to the Grantee shall be subject to:
 - (i) the financial and in-kind contributions being provided, as specified in item 4 of Schedule 1;
 - (ii) milestones and reporting requirements under item 6 of Schedule 1 having been met;
 - (iii) the reporting requirements under Schedule 2 having been met;
 - (iv) any Special Conditions having been met; and
 - (v) the Grantee not being, in the opinion of the Grantor, in breach of any of the term and conditions.
- (e) Where the Grantee purchases equipment with Grant Funds, it must not be disposed of within three (3) years of the Completion Date without the written consent of the Grantor.

3.2 No Changes

The Grantee must not make any changes to the Project or any agreed budget (including the Project Budget) without the prior written consent of the Grantor, which consent may be withheld in the Grantor's absolute discretion.

3.3 No Endorsement

The Grantee agrees that nothing in this Agreement constitutes an endorsement by the Grantor of any goods or services provided by the Grantee.

3.4 Acknowledgement of Grantor

- (a) The Grantee will provide the Grantor and funding source (State Government of Western Australia) with appropriate recognition in Project related verbal public statements, including but not limited to radio and speeches.
- (b) The Grantee will provide the Grantor and funding source (State Government of Western Australia) with public recognition on all literature and promotional material for the Project, in the format approved of by the Grantor.
- (c) Use of the Grantor and State Government of Western Australia logos must be authorised by the Grantor, and used in the manner specified in item 9 of Schedule 1.
- (d) The Grantee will liaise with the Grantor in advance of any promotional event relating to the grant-aided project (e.g. official opening or similar) to ensure adequate time for appropriate representation to be arranged. Similarly any request for a representative of the Grantor to formally participate in the event must be approved by the Grantor in a timely manner prior to the event.
- (e) In the event of the Grantee failing to adhere to items (a)-(d) above to the Grantor's satisfaction the Grantor reserves the right to reduce the funding provided under this Agreement.

3.5 Request for Information

- (a) The Grantee is to provide the Grantor with any documents or information relating to this Agreement or the Project within ten (10) Business Days of receiving a request from the Grantor.
- (b) The Grantee is to provide the progress reports, evaluation reports, financial statements and records specified in the schedules at the dates specified in the Schedules or as otherwise reasonably required by the Grantor.
- (c) This clause 3.5 survives the termination of this Agreement.

3.6 Accounts and Reporting

- (a) Projects extending beyond twelve (12) months are required to provide a current status report on the project twelve (12) months after Grant

Funds have been fully paid to the Grantee in a format reasonably acceptable to the Grantor

- (b) The Grantee is to keep proper financial records in accordance with generally accepted accounting principles and practices and otherwise to the complete satisfaction of the Grantor.
- (c) For Grant Funds of \$20,001 or more within twelve (12) weeks of the Completion Date, the Grantee must provide a financial statement of income and expenditure for the Project, signed by the Chief Executive Officer of the Grantee or equivalent and the Chief Finance Officer or equivalent and be certified by a professional auditor who is not an officer or employee of the Organisation, is registered as a company auditor or equivalent under a law in force in Western Australia or a Member or Fellow of the Institute of Chartered Accountants, the Australian Society of Certified Practising Accountants or the National Institute of Accountants. The Statement must include details and evidence of how the Grant Funds were expended.
- (d) The Grantee acknowledges that submitting of the Acquittal Report, referred to in Schedule 2 does not mean "acceptance" by the Grantor of the said Acquittal Report. The Grantor reserves its right to evaluate the Acquittal Report to determine that it is satisfied with the contents reported therein.
- (d) In the event of the Grantee underspending on the Approved Project (as specified in the Approved Budget) the Grantor reserves the right to reduce the level of Grant Funds paid to the Grantee. Any reduction in grant funding will be in proportion to the level of underspend on the overall project.
- (e) This clause 3.6 survives the termination of this Agreement.

3.7 Special Conditions of Grant

The Grantee agrees to comply with the Special Conditions.

3.8 General Undertaking of Grantee

The Grantee must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) cooperate fully with the Grantor in the administration of this Agreement; and

- (d) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Grantee's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Grantee with this Agreement.
- (e) upon reasonable notice, provide the Grantor access to all relevant documents and information that may be required by a Grantor-appointed and funded Probity Auditor in order to review the corporate governance practices being applied to the Project by the Grantee. The scope of a probity review would include, but not be restricted to, issues such as conflict of interest, value for money procurement decisions, transparent decision-making processes and compliance with appropriate standards of accountability in relation to management of these grant funds. An examination of the guidelines that have been developed and/or applied by the Grantee for the maintenance of the highest standards of probity and ethical conduct in a publicly funded procurement environment may also be included in the probity review.
- (f) comply with all requests made by the Grantor in connection with this Agreement.

3.9 Negation of Employment, Partnership and Agency

- (a) The Grantee must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or the Grantor or as otherwise able to bind or represent the State or Grantor.
- (b) The Grantee will not by virtue of this Agreement be or for any purpose be deemed to be, an employee, partner, or agent of the State or the Grantor, or have any power or authority to bind or represent the State or Grantor.

4. REPAYMENT AND RETENTION OF GRANT FUNDS

The Grantee must repay to the Grantor within forty (40) Business Days any Grant Funds that the Grantor has paid which are not used in accordance with this Agreement or that remain unspent at the Completion Date unless there has been prior written agreement between the parties stating otherwise.

5. LIMITATION OF LIABILITY

- (a) The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose or the Project and is not liable for any losses which may be suffered by the Grantee in undertaking the Approved Purpose or the Project.

- (b) If the Funding (and any interest which accrues on the Funding) is insufficient for the Recipient to properly fulfil all of its Obligations, then the Recipient must still fulfil its Obligations at its own cost.

6. INSURANCE AND INDEMNITY

- (a) The Grantee shall take out and maintain throughout the term of the Agreement adequate insurance to provide cover for the Project undertaken by the Grantee, including Public Liability and Workers' Compensation insurances.

If requested by the Grantor, the Grantee must provide any of the following:

- (i) a written statement of the applicable insurance cover held by the Grantee; or
- (ii) a copy of any policy of insurance, a Certificate of Currency, and receipts for premiums in connection with any policy of insurance.

The Grantor reserves the right to have any insurable risk assessed and to obtain expert advice in relation to adequacy of the Grantee's insurance cover by an insurance advisor of the Grantor's choice. The Grantee must provide any information requested by the Grantor's insurance advisor for the purpose of the assessment and must comply with any recommendation and advice received by the Grantor in respect to the assessment.

- (b) The Grantee shall at all times indemnify, hold harmless and defend the State, the Grantor, its Ministers, officers, employees and agents from and against any loss, including legal costs and expenses or liability incurred against the State, the Grantor, its Minister, officers, employees and agents arising from any claim, suit, demand, action or proceeding by any person or body against the State, the Grantor, its Minister, officers, employees and agents arising from or in connection with:

- (i) any breach by the Grantee of an obligation under this Agreement;
- (ii) any act or omission of the Grantee or its employees, officers or agents in connection with this Agreement or a matter contemplated by it;
- (iii) any breach of a State or Commonwealth law relevant to the Agreement by the Grantee or its employees, officers or agents; or
- (iv) the Project.

- (c) The indemnity in this clause 6 survives expiration or termination of this Agreement.

7. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006

- (a) The Grantee acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the recipient Grantee(s). This could result in requests for more detail to be released publicly.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* are not limited or affected by this Agreement.
- (c) The Grantee must allow the Auditor General, or an authorised representative, to have access to and examine the Grantee's records and information concerning this Agreement.

8. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 8 of Schedule 1; or
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out in item 8 of Schedule 1;
- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

9. DEFAULT AND TERMINATION

9.1 Event of Default by the Grantee

An Event of Default occurs if:

- (a) an Insolvency Event occurs in respect of the Grantee or a person is appointed under legislation to investigate or manage any part of the affairs of the Grantee;

- (b) the Grantee ceases to carry on business in Western Australia;
- (c) the Grantee breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Grantee by the Grantor;
- (d) the Grantee fails to submit an Acquittal Report by the Acquittal Reporting Date; or
- (e) the Grantor is of the opinion that the Grantee is unwilling or unable to comply with its obligations under this Agreement.

9.2 Effect of Event of Default

If an Event of Default occurs, the Grantor may either:

- (a) terminate the Agreement by providing a further ten (10) Business Days notice in writing to the Grantee of the Event of Default; or
- (b) suspend payment of the Grant Funds until the Event of Default is remedied; or
- (c) request that the Grantee reimburse the Grantor within forty (40) Business Days for any Grant Funds that were not used exclusively for the Project in accordance with the Application and Approved Budget;

9.3 Recommencement of Grant Funds Payment

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Grantee has rectified the Event of Default.

9.4 Acquittal

- (a) Unless earlier terminated, this Agreement will terminate upon submission and acceptance of the Acquittal Report.
- (b) Should the Grantee be unable to properly use the Grant Funds in accordance with this Agreement, the Grantee will advise the Grantor as immediately as it becomes aware of this and the Grantor may require that any unused portion of Grant Funds be returned within forty (40) Business Days.

10. GOODS AND SERVICES TAX (GST)

- (a) For the purposes of this Agreement:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.

- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be exclusive of GST.
- (c) The obligation of the Grantor to pay the GST on any supply by the Grantee under this Agreement is conditional upon the prior issue by the Grantee to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) If the Parties agree that the Grantor will issue the Grantee with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Grantee will not issue tax invoice in respect of that supply;
 - (ii) The Grantee warrants that it is registered for the purposes of GST and the Grantee will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement (“the Term”);
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Grantee in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term ; and
 - (iv) the Grantor will indemnify and keep indemnified the Grantee for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

11. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both Parties.
- (b) A waiver by either Party will not prejudice that party’s rights in relation to any further breach of this Agreement by the other party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one party to the other Party, will not be construed as a waiver of any rights.

12. NO ONGOING COMMITMENT

- (a) The Grantor makes no commitment to funding the Project except to the extent specified in this Agreement.
- (e) The Grantee acknowledges that it will be responsible for any ongoing costs as a result of the Project and that the Grantor will not be obliged to provide additional funds.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

14. ASSIGNMENT

- (a) This Agreement is personal to the Grantee and may not be assigned by the Grantee without the Grantor's consent, which may be withheld at the Grantor's discretion. The Grantor may assign its rights and obligations under this Agreement as it sees fit.
- (b) For the purposes of this clause 14, the Grantee shall be deemed to have assigned this Agreement if any act, matter or thing is done or occurs, the effect of which is, in the opinion of the Grantor, to transfer, directly or indirectly, the management or control of the Grantee.

15. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing and agreed to by both Parties. This includes, but is by no means limited to, variations to timelines, milestones, significant changes to the Approved Budget and funding partners and all aspects of the Project as detailed in this Agreement.

16. RIGHTS AND REMEDIES

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

17. COSTS

- (a) The Grantor and the Grantee must pay their own legal and other costs in connection with the preparation and signing of the Agreement.

18. FURTHER ASSURANCES

The Grantor and the Grantee must do everything reasonably necessary, including signing further documents, to give full effect to the Agreement.

19. LOCAL PRODUCTS AND SERVICES

The Grantee agrees to use products and services from the Region for the Project wherever reasonably practicable using an open and competitive process to the satisfaction of the Grantor.

20. INTELLECTUAL PROPERTY

All Intellectual Property shall be the property of the Grantee. Unless otherwise specified in the Grant Agreement schedule and subject to any confidentiality considerations, the Grantee must grant the Grantor a non-exclusive, unrestricted, royalty-free and perpetual licence to use, copy, distribute, reproduce and publish any reports (and/or variations of the reports) and any such reports in respect of the Project which are produced after the Completion Date, in any medium, throughout the world.

21. GOVERNING LAW

This Agreement is governed by the laws of the State of Western Australia. The Grantor and the Grantee irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

22. ACCESS TO LAND

If the Project is being undertaken on land (whether freehold or Crown land) that is not owned, leased or managed by the Grantee, the Grantee must obtain and have in place from the Commencement Date until receipt of the Notification by the Grantee the written consent of the person owning or leasing that land to undertake the Project on that land.

23. AGREEMENT BETWEEN THE RECIPIENT AND A THIRD PARTY

If the Grantee enters into an agreement with any other party relating in any way to either or both of this Agreement and the Funding (Third Party Agreement), including a Third Party Agreement with a party to deliver or fulfil any of the Grantee's Obligations or to provide services to the Grantee to assist or enable it to fulfil its Obligations, the Grantee must ensure that the other party:

- (a) has obligations in the Third Party Agreement which, if properly fulfilled, will ensure that the Grantee properly fulfils its corresponding Obligations and to the extent necessary to ensure that the other party has these obligations, the Recipient must ensure that the Third Party Agreement mirrors the terms of this Agreement; and
- (b) agrees to the Grantee providing the Grantor with any documents that the other party provides to the Grantee and to the Grantor attending any meetings it has with the Grantee if the Grantor wishes to obtain copies of such documents or attend such meetings.

Executed by the Parties hereto:

For and on behalf of the Grantor:

**Signed by BRUCE MANNING
CHIEF EXECUTIVE OFFICER
Acting with the express authority of the
GREAT SOUTHERN DEVELOPMENT
COMMISSION**

)
)
)
)
)

Dated: _____

For and on behalf of the Grantee:

**Signed by JULIAN MURPHY
CHIEF EXECUTIVE OFFICER
Acting with the express authority of the
SHIRE OF KATANNING**

)
)
)
)

Dated: _____

SCHEDULE 1

PROJECT MANAGEMENT

1. **Project Title:** Katanning Country Club Redevelopment

2. **Approved Purpose of Grant**

- (a) This project will involve renovations to the Katanning Country Club clubhouse to improve functionality and connectivity to Bowls (including new office, front entrance, roofing and guttering, and construction of a new toilet block), construction of a new bowling green and improvements to the tennis and squash facilities.
- (b) Grant Funds will be expended on the following items:

Item of project expenditure	Expenditure (excluding GST) \$
Roofing and guttering.	\$70,000
Construction of new toilet block (including demolition of the old facility).	\$100,000
Total expenditure of grant funds:	\$170,000

- (c) Grant Funds will be expended in accordance with the Approved Budget marked Attachment A.

3. **Agreement Term**

Commencement Date: 30 May 2018
Completion Date: 28 June 2019
Acquittal Date: 27 September 2019

The project is to commence on the Commencement Date and Grant Funds are to be expended by Completion Date subject to Clause 9 of the Agreement, noting any extension must be sought in writing and approved by the Grantor. Acquittal documents detailed in Schedule 2 are to be submitted by the Acquittal Reporting Date specified above.

Grantee Initials: _____

Date: _____

GSDC Initials: _____

Date: _____

4. Grant Amount and Other Contributions

The Grantor agrees, subject to compliance with the terms of this Agreement by the Grantee, to provide Grant Funds of **\$170,000 plus GST**. The approval of this grant is subject to the securing of other funding, as outlined below.

Amount	Type	Source/Purpose
\$190,000	Cash	Katanning Country Club
\$110,000	Cash	Dept Sport and Recreation CSRFF
\$1,000,000	Cash	Shire of Katanning

5. Special Conditions of Grant

- (a) Where the Grantee purchases, constructs or renovates real estate (including building, land and associated infrastructure) with Grant Funds, the real estate must not be disposed of within ten (10) years of the Completion Date without the written consent of the Grantor.

6. Project Milestones, Reporting Requirements and Payment Schedules

Mile stone No.	Due Date	Outcome / Achievement / Reporting	Grant Funds allocated	GST
1	30 May 2018	The first milestone will be paid on execution of this grant agreement.	\$27,555	Ex
2	1 March 2019	The second milestone will be paid on receipt and acceptance of a progress of a progress report including; <ul style="list-style-type: none"> • Confirmation of completion of the Bowling Green construction. • Detail of works to the clubhouse completed to date. • Timeline for remaining tasks. 	\$142,445	
3	27 September 2019	The third milestone includes project completion, and receipt and acceptance by GSDC of the Final Acquittal Report as outlined in Schedule 2.	\$0	Ex
		Funds Payable	\$170,000	Ex
		Plus GST	\$17,000	
		TOTAL PAYABLE	\$187,000	Inc

Grantee Initials: _____

Date: _____

GSDC Initials: _____

Date: _____

Subject to the Grantor being satisfied with the above milestone reporting requirements and subsequent receipt of a tax invoice stating the purchase order number (where provided), payment of the Grant Funds plus GST where applicable, will be made in the amounts detailed above within twenty (20) business days.

7. Variations to Milestone Dates

The Grantor will consider requests for variations to the milestone dates but must receive such requests before 5 business days of the due date.

8. Notice Addresses

(a) Grantor Great Southern Development Commission

Address: PO Box 280
ALBANY WA 6330

Facsimile: (08) 9842 4828
Email: gsdc@gsdc.wa.gov.au

(b) Grantee Shire of Katanning

Address: PO Box 130
KATANNING WA 6317

Email: ceo@katanning.wa.gov.au

9. Acknowledgement of Grantor

Access and permission to use the logos of the Grantor must be obtained by contacting the Communications Officer of the Grantor. The Grantor must approve the use of the logo prior to printing or publication. Where logos are used, they must include, in order, those of the Government of Western Australia and the Great Southern Development Commission.

Grantee Initials: _____

Date: _____

GSDC Initials: _____

Date: _____

SCHEDULE 2

REPORTING REQUIREMENTS

The Grantee will submit an Acquittal Report by the Acquittal Reporting Date. The Acquittal Report will include sections describing and evaluating Project aims and objectives and detailing and confirming budget and financial expenditure on the Project as detailed in this Agreement and the Application.

Please refer to the Guideline Acquittal and Audit of Grants, which can be supplied by the Grantor, for further details on Audit requirements.

1. Project Aims and Objectives

Information required will include:

- The effectiveness of the project against the aims and objectives detailed in the Grant Application including a comparison of proposed to actual outcomes and evidence of any new initiatives.
- How these project aims and objectives impacted on:
 - i. the Regional Grants Scheme Objectives:
 - Increase capacity for local strategic planning and decision-making.
 - Retain and build the benefits of regional communities.
 - Promote relevant and accessible local services.
 - Assist communities to plan for a sustainable economic and social future.
 - Enable communities to expand social and economic opportunities.
 - Assist regional communities to prosper through increased employment opportunities, business and industry development opportunities, and improved local services.
 - ii. the Great Southern Regional Blueprint/Strategic Objectives.
 - iii. and/or other nominated documents.
- Where relevant detail and numbers of new jobs created during the project.
- Where relevant detail and numbers of ongoing jobs created by the project.
- Evidence of acknowledgement including copies of promotion and publications and media items relating to the project.
- Any reports or research documents as a result of the project.
- Photos which detail the progress and change of a project.
- Other documentation to evidence the project.
- Evidence of compliance with any special conditions placed on the grant.

Grantee Initials: _____

Date: _____

GSDC Initials: _____

Date: _____

2. Financial Obligations

As part of the acquittal process, the Grantee will be required to provide the following components:

- Statement of Income and Expenditure relating to the entire project signed by the Chief Executive Officer or equivalent.
- Clearly detail that Grant Funds were expended in accordance with the expenditure detailed in the Approved Budget in this Agreement.
- Comparison of proposed financials detailed in the application to actual financials, detailing any major variations.
- Confirmation of all in-kind contributions made to the project and how the contributions have been calculated signed by the Chief Executive Officer or equivalent.

3. Audit Requirements

- As per Clause 3.6 of the Agreement, where the Grant Funds are valued at over \$20,000 (exclusive of GST) an audited financial statement for the project must be included with the Acquittal Report.
- Please refer to the Guideline Acquittal and Audit of Grants, which can be supplied by the Grantor, for further details on Audit requirements.

4. Other Reporting Requirements

- Report on Special Conditions detailed in Schedule 1 Item 5.

Grantee Initials: _____

Date: _____

GSDC Initials: _____

Date: _____

ATTACHMENT A is the Approved Budget

Details of Project Items to be funded through Cash Contributions						
Project Items	Own organisation cash \$ (ex GST)	KCC cash \$ (ex GST)	CSRFF cash \$ (ex GST)	GSDC RGS Grant Funds \$ (ex GST)	TOTAL \$ (ex GST)	
Bowling green and golf course modification	\$700,000				\$700,000	
New office	\$ 90,000				\$90,000	
Bowls connectivity	\$ 65,000				\$65,000	
Front entrance	\$ 20,000				\$20,000	
New roof				\$ 70,000	\$70,000	
New toilets			\$ 50,000	\$ 50,000	\$100,000	
Demolition of existing toilets & renovate				\$ 50,000	\$50,000	
Ceilings & electrics	\$ 25,000				\$25,000	
Tennis room demolish + rebuild		\$ 150,000			\$150,000	
Squash court renovation		\$ 40,000	\$ 60,000		\$100,000	
Project management and contingency	\$100,000				\$100,000	
Cash Sub Totals	(A) \$1,000,000 (ex GST)	(B) \$190,000 (ex GST)	(C) \$110,000 (ex GST)	(D) \$170,000 (ex GST)	(A+B+C+D) \$1,470,000 (ex GST)	

Grantee Initials: _____

Date: _____

GSDC Initials: _____

Date: _____



REGIONAL GRANTS SCHEME- GRANT AGREEMENT

Katanning Country Club Redevelopment

Great Southern Development Commission

And

Shire of Katanning

On Behalf of the Katanning Country Club



THIS GRANT AGREEMENT is made on _____

BETWEEN:

**Great Southern Development Commission
("Grantor")**

and

**Shire of Katanning A.B.N. 37 965 647 680
("Grantee")**

RECITALS

The Grantee has applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant from the Royalties for Regions, Regional Grants Scheme subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this agreement, including its recitals and any schedules or annexures (if any).

Acquittal occurs when the Grantor has advised the Grantee that the reports and financial information provided by the Grantee in accordance with clause 3.6 are satisfactory.

Acquittal Date means the date that Acquittal occurs.

Acquittal Report means that report referred to in Schedule 2.

Application means the original grant application.

Approved Budget means the budget approved by the Grantor and attached to this Agreement as attachment A.

Approved Purpose means the purpose or purposes set out in item 2 of Schedule 1.

Auditor means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants and who is independent from the Grantee.

Auditor General means the Auditor General for the State of Western Australia.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Commencement Date means that date for commencement of the Project specified in item 3 of Schedule 1.

Completion Date means that date for completion of the Project as specified in item 3 of Schedule 1.

Event of Default means an event of default described in clause 9.1.

Grant Funds means the amount or amounts specified in item 4 of Schedule 1.

Insolvency Event means the happening of any of these events:

- (a) an application is made to a court for an order that a Party be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, unless the application is withdrawn, struck out or dismissed within 7 days of it being made;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator is appointed to any of its assets;
- (d) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors;
- (e) it proposes a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors, or its winding up or dissolution;
- (f) it is insolvent as disclosed in its accounts or otherwise states that it is insolvent or it is presumed to be insolvent under an applicable law;
- (g) it is taken to have failed to comply with a statutory demand;
- (h) a writ of execution is levied against it or its property; or
- (i) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition.

Party means each of the Grantor or the Grantee as the context requires and **Parties** means both of them.

Project means the initiative or activities to be undertaken with the Grant Funds specified in Schedule 1.

Region means the Great Southern region, as defined in the Regional Development Commissions Act 1993.

Special Conditions means any conditions specified in item 5 of Schedule 1.

1.2 Interpretation

- (a) In this Agreement, unless the context otherwise requires the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a gender includes other genders;
- (d) a reference to a person includes a public body, a company and an incorporated or unincorporated association or body of persons and also includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
- (e) if the Grantee consists of a partnership or joint venture, then:
 - (i) an obligation imposed on the Grantee under this Agreement binds each person who comprises the Grantee jointly and severally;
 - (ii) each person who comprises the Grantee is deemed to agree to do all things necessary to enable the obligations imposed on the Grantee under this Agreement to be undertaken;
 - (iii) the act of one person who comprises the Grantee binds the other persons who comprise the Grantee; and
 - (iv) an Event of Default by one person who comprises the Grantee constitutes an Event of Default by the Grantee;
- (f) an agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of, them jointly and severally;
- (g) a reference to this Agreement or another instrument includes all variations and replacements of either of them despite any change of, or any change in the identity of, the Grantor or the Grantee;
- (h) a reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment or appendix to, this Agreement;

- (i) headings are included for convenience and do not affect the interpretation of this Agreement;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) no rule of interpretation is to be applied to disadvantage the Grantor or the Grantee on the basis that it was responsible for preparing this Agreement;
- (l) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (m) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
- (n) a reference to writing includes all means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (o) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- (p) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (q) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day; and
- (r) a reference to a monetary amount means that amount in Australian currency.

2. PAYMENT OF GRANT FUNDS

- (a) Subject to the terms and conditions of this Agreement, the Grantor will pay to the Grantee the Grant Funds in accordance with the payment schedule specified in item 6 of Schedule 1.
- (b) Upon signing of the Grant Agreement by both parties the Grantor may issue the Grantee with a purchase order number for the Grant Funds plus GST where appropriate. All tax invoices must specify the purchase order number (if provided) and the Grantee must submit a tax invoice in order to be processed for payment.
- (c) The Grantee will notify the Grantor of the identifying details of a bank account into which Grant Funds can be deposited, including without limitation its name, styling and number and the name and BSB number of the branch at which the bank account is held.

- (d) The Grantee will ensure that the bank account into which the Grant Funds are deposited is not overdrawn at any time during the term of this agreement, and that the bank account requires two signatories for any withdrawal related transactions.

3 OBLIGATIONS OF GRANTEE

3.1 Use of Grant Payment

- (a) The Grantee will use the Grant Funds solely for the Approved Purpose in accordance with the Application and Approved Budget and expend such funds by the Completion Date.
- (b) The Grantee will carry out all their responsibilities for the project and fulfil its Obligations to a high standard in a competent, diligent, satisfactory and professional manner. In carrying out the Project, the Grantee must comply with and meet all milestones as outlined in Schedule 1 including completing the Project by the Date for Completion.
- (c) Any interest earned on the Grant Funds must be used for the purposes of the Project, or returned to the Grantor.
- (d) Payment of Grant Funds to the Grantee shall be subject to:
 - (i) the financial and in-kind contributions being provided, as specified in item 4 of Schedule 1;
 - (ii) milestones and reporting requirements under item 6 of Schedule 1 having been met;
 - (iii) the reporting requirements under Schedule 2 having been met;
 - (iv) any Special Conditions having been met; and
 - (v) the Grantee not being, in the opinion of the Grantor, in breach of any of the term and conditions.
- (e) Where the Grantee purchases equipment with Grant Funds, it must not be disposed of within three (3) years of the Completion Date without the written consent of the Grantor.

3.2 No Changes

The Grantee must not make any changes to the Project or any agreed budget (including the Project Budget) without the prior written consent of the Grantor, which consent may be withheld in the Grantor's absolute discretion.

3.3 No Endorsement

The Grantee agrees that nothing in this Agreement constitutes an endorsement by the Grantor of any goods or services provided by the Grantee.

3.4 Acknowledgement of Grantor

- (a) The Grantee will provide the Grantor and funding source (State Government of Western Australia) with appropriate recognition in Project related verbal public statements, including but not limited to radio and speeches.
- (b) The Grantee will provide the Grantor and funding source (State Government of Western Australia) with public recognition on all literature and promotional material for the Project, in the format approved of by the Grantor.
- (c) Use of the Grantor and State Government of Western Australia logos must be authorised by the Grantor, and used in the manner specified in item 9 of Schedule 1.
- (d) The Grantee will liaise with the Grantor in advance of any promotional event relating to the grant-aided project (e.g. official opening or similar) to ensure adequate time for appropriate representation to be arranged. Similarly any request for a representative of the Grantor to formally participate in the event must be approved by the Grantor in a timely manner prior to the event.
- (e) In the event of the Grantee failing to adhere to items (a)-(d) above to the Grantor's satisfaction the Grantor reserves the right to reduce the funding provided under this Agreement.

3.5 Request for Information

- (a) The Grantee is to provide the Grantor with any documents or information relating to this Agreement or the Project within ten (10) Business Days of receiving a request from the Grantor.
- (b) The Grantee is to provide the progress reports, evaluation reports, financial statements and records specified in the schedules at the dates specified in the Schedules or as otherwise reasonably required by the Grantor.
- (c) This clause 3.5 survives the termination of this Agreement.

3.6 Accounts and Reporting

- (a) Projects extending beyond twelve (12) months are required to provide a current status report on the project twelve (12) months after Grant

Funds have been fully paid to the Grantee in a format reasonably acceptable to the Grantor

- (b) The Grantee is to keep proper financial records in accordance with generally accepted accounting principles and practices and otherwise to the complete satisfaction of the Grantor.
- (c) For Grant Funds of \$20,001 or more within twelve (12) weeks of the Completion Date, the Grantee must provide a financial statement of income and expenditure for the Project, signed by the Chief Executive Officer of the Grantee or equivalent and the Chief Finance Officer or equivalent and be certified by a professional auditor who is not an officer or employee of the Organisation, is registered as a company auditor or equivalent under a law in force in Western Australia or a Member or Fellow of the Institute of Chartered Accountants, the Australian Society of Certified Practising Accountants or the National Institute of Accountants. The Statement must include details and evidence of how the Grant Funds were expended.
- (d) The Grantee acknowledges that submitting of the Acquittal Report, referred to in Schedule 2 does not mean "acceptance" by the Grantor of the said Acquittal Report. The Grantor reserves its right to evaluate the Acquittal Report to determine that it is satisfied with the contents reported therein.
- (d) In the event of the Grantee underspending on the Approved Project (as specified in the Approved Budget) the Grantor reserves the right to reduce the level of Grant Funds paid to the Grantee. Any reduction in grant funding will be in proportion to the level of underspend on the overall project.
- (e) This clause 3.6 survives the termination of this Agreement.

3.7 Special Conditions of Grant

The Grantee agrees to comply with the Special Conditions.

3.8 General Undertaking of Grantee

The Grantee must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) cooperate fully with the Grantor in the administration of this Agreement; and

- (d) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Grantee's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Grantee with this Agreement.
- (e) upon reasonable notice, provide the Grantor access to all relevant documents and information that may be required by a Grantor-appointed and funded Probity Auditor in order to review the corporate governance practices being applied to the Project by the Grantee. The scope of a probity review would include, but not be restricted to, issues such as conflict of interest, value for money procurement decisions, transparent decision-making processes and compliance with appropriate standards of accountability in relation to management of these grant funds. An examination of the guidelines that have been developed and/or applied by the Grantee for the maintenance of the highest standards of probity and ethical conduct in a publicly funded procurement environment may also be included in the probity review.
- (f) comply with all requests made by the Grantor in connection with this Agreement.

3.9 Negation of Employment, Partnership and Agency

- (a) The Grantee must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or the Grantor or as otherwise able to bind or represent the State or Grantor.
- (b) The Grantee will not by virtue of this Agreement be or for any purpose be deemed to be, an employee, partner, or agent of the State or the Grantor, or have any power or authority to bind or represent the State or Grantor.

4. REPAYMENT AND RETENTION OF GRANT FUNDS

The Grantee must repay to the Grantor within forty (40) Business Days any Grant Funds that the Grantor has paid which are not used in accordance with this Agreement or that remain unspent at the Completion Date unless there has been prior written agreement between the parties stating otherwise.

5. LIMITATION OF LIABILITY

- (a) The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose or the Project and is not liable for any losses which may be suffered by the Grantee in undertaking the Approved Purpose or the Project.

- (b) If the Funding (and any interest which accrues on the Funding) is insufficient for the Recipient to properly fulfil all of its Obligations, then the Recipient must still fulfil its Obligations at its own cost.

6. INSURANCE AND INDEMNITY

- (a) The Grantee shall take out and maintain throughout the term of the Agreement adequate insurance to provide cover for the Project undertaken by the Grantee, including Public Liability and Workers' Compensation insurances.

If requested by the Grantor, the Grantee must provide any of the following:

- (i) a written statement of the applicable insurance cover held by the Grantee; or
- (ii) a copy of any policy of insurance, a Certificate of Currency, and receipts for premiums in connection with any policy of insurance.

The Grantor reserves the right to have any insurable risk assessed and to obtain expert advice in relation to adequacy of the Grantee's insurance cover by an insurance advisor of the Grantor's choice. The Grantee must provide any information requested by the Grantor's insurance advisor for the purpose of the assessment and must comply with any recommendation and advice received by the Grantor in respect to the assessment.

- (b) The Grantee shall at all times indemnify, hold harmless and defend the State, the Grantor, its Ministers, officers, employees and agents from and against any loss, including legal costs and expenses or liability incurred against the State, the Grantor, its Minister, officers, employees and agents arising from any claim, suit, demand, action or proceeding by any person or body against the State, the Grantor, its Minister, officers, employees and agents arising from or in connection with:

- (i) any breach by the Grantee of an obligation under this Agreement;
- (ii) any act or omission of the Grantee or its employees, officers or agents in connection with this Agreement or a matter contemplated by it;
- (iii) any breach of a State or Commonwealth law relevant to the Agreement by the Grantee or its employees, officers or agents; or
- (iv) the Project.

- (c) The indemnity in this clause 6 survives expiration or termination of this Agreement.

7. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006

- (a) The Grantee acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the recipient Grantee(s). This could result in requests for more detail to be released publicly.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* are not limited or affected by this Agreement.
- (c) The Grantee must allow the Auditor General, or an authorised representative, to have access to and examine the Grantee's records and information concerning this Agreement.

8. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 8 of Schedule 1; or
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out in item 8 of Schedule 1;
- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

9. DEFAULT AND TERMINATION

9.1 Event of Default by the Grantee

An Event of Default occurs if:

- (a) an Insolvency Event occurs in respect of the Grantee or a person is appointed under legislation to investigate or manage any part of the affairs of the Grantee;

- (b) the Grantee ceases to carry on business in Western Australia;
- (c) the Grantee breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Grantee by the Grantor;
- (d) the Grantee fails to submit an Acquittal Report by the Acquittal Reporting Date; or
- (e) the Grantor is of the opinion that the Grantee is unwilling or unable to comply with its obligations under this Agreement.

9.2 Effect of Event of Default

If an Event of Default occurs, the Grantor may either:

- (a) terminate the Agreement by providing a further ten (10) Business Days notice in writing to the Grantee of the Event of Default; or
- (b) suspend payment of the Grant Funds until the Event of Default is remedied; or
- (c) request that the Grantee reimburse the Grantor within forty (40) Business Days for any Grant Funds that were not used exclusively for the Project in accordance with the Application and Approved Budget;

9.3 Recommencement of Grant Funds Payment

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Grantee has rectified the Event of Default.

9.4 Acquittal

- (a) Unless earlier terminated, this Agreement will terminate upon submission and acceptance of the Acquittal Report.
- (b) Should the Grantee be unable to properly use the Grant Funds in accordance with this Agreement, the Grantee will advise the Grantor as immediately as it becomes aware of this and the Grantor may require that any unused portion of Grant Funds be returned within forty (40) Business Days.

10. GOODS AND SERVICES TAX (GST)

- (a) For the purposes of this Agreement:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.

- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be exclusive of GST.
- (c) The obligation of the Grantor to pay the GST on any supply by the Grantee under this Agreement is conditional upon the prior issue by the Grantee to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) If the Parties agree that the Grantor will issue the Grantee with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Grantee will not issue tax invoice in respect of that supply;
 - (ii) The Grantee warrants that it is registered for the purposes of GST and the Grantee will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement (“the Term”);
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Grantee in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term ; and
 - (iv) the Grantor will indemnify and keep indemnified the Grantee for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

11. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both Parties.
- (b) A waiver by either Party will not prejudice that party's rights in relation to any further breach of this Agreement by the other party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one party to the other Party, will not be construed as a waiver of any rights.

12. NO ONGOING COMMITMENT

- (a) The Grantor makes no commitment to funding the Project except to the extent specified in this Agreement.
- (e) The Grantee acknowledges that it will be responsible for any ongoing costs as a result of the Project and that the Grantor will not be obliged to provide additional funds.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

14. ASSIGNMENT

- (a) This Agreement is personal to the Grantee and may not be assigned by the Grantee without the Grantor's consent, which may be withheld at the Grantor's discretion. The Grantor may assign its rights and obligations under this Agreement as it sees fit.
- (b) For the purposes of this clause 14, the Grantee shall be deemed to have assigned this Agreement if any act, matter or thing is done or occurs, the effect of which is, in the opinion of the Grantor, to transfer, directly or indirectly, the management or control of the Grantee.

15. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing and agreed to by both Parties. This includes, but is by no means limited to, variations to timelines, milestones, significant changes to the Approved Budget and funding partners and all aspects of the Project as detailed in this Agreement.

16. RIGHTS AND REMEDIES

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

17. COSTS

- (a) The Grantor and the Grantee must pay their own legal and other costs in connection with the preparation and signing of the Agreement.

18. FURTHER ASSURANCES

The Grantor and the Grantee must do everything reasonably necessary, including signing further documents, to give full effect to the Agreement.

19. LOCAL PRODUCTS AND SERVICES

The Grantee agrees to use products and services from the Region for the Project wherever reasonably practicable using an open and competitive process to the satisfaction of the Grantor.

20. INTELLECTUAL PROPERTY

All Intellectual Property shall be the property of the Grantee. Unless otherwise specified in the Grant Agreement schedule and subject to any confidentiality considerations, the Grantee must grant the Grantor a non-exclusive, unrestricted, royalty-free and perpetual licence to use, copy, distribute, reproduce and publish any reports (and/or variations of the reports) and any such reports in respect of the Project which are produced after the Completion Date, in any medium, throughout the world.

21. GOVERNING LAW

This Agreement is governed by the laws of the State of Western Australia. The Grantor and the Grantee irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

22. ACCESS TO LAND

If the Project is being undertaken on land (whether freehold or Crown land) that is not owned, leased or managed by the Grantee, the Grantee must obtain and have in place from the Commencement Date until receipt of the Notification by the Grantee the written consent of the person owning or leasing that land to undertake the Project on that land.

23. AGREEMENT BETWEEN THE RECIPIENT AND A THIRD PARTY

If the Grantee enters into an agreement with any other party relating in any way to either or both of this Agreement and the Funding (Third Party Agreement), including a Third Party Agreement with a party to deliver or fulfil any of the Grantee's Obligations or to provide services to the Grantee to assist or enable it to fulfil its Obligations, the Grantee must ensure that the other party:

- (a) has obligations in the Third Party Agreement which, if properly fulfilled, will ensure that the Grantee properly fulfils its corresponding Obligations and to the extent necessary to ensure that the other party has these obligations, the Recipient must ensure that the Third Party Agreement mirrors the terms of this Agreement; and
- (b) agrees to the Grantee providing the Grantor with any documents that the other party provides to the Grantee and to the Grantor attending any meetings it has with the Grantee if the Grantor wishes to obtain copies of such documents or attend such meetings.

Executed by the Parties hereto:

For and on behalf of the Grantor:

Signed by BRUCE MANNING)
CHIEF EXECUTIVE OFFICER)
Acting with the express authority of the) _____
GREAT SOUTHERN DEVELOPMENT)
COMMISSION)

Dated: _____

For and on behalf of the Grantee:

Signed by JULIAN MURPHY)
CHIEF EXECUTIVE OFFICER)
Acting with the express authority of the) _____
SHIRE OF KATANNING)

Dated: _____

SCHEDULE 1

PROJECT MANAGEMENT

1. **Project Title:** Katanning Country Club Redevelopment

2. **Approved Purpose of Grant**

(a) This project will involve renovations to the Katanning Country Club clubhouse to improve functionality and connectivity to Bowls (including new office, front entrance, roofing and guttering, and construction of a new toilet block), construction of a new bowling green and improvements to the tennis and squash facilities.

(b) Grant Funds will be expended on the following items:

Item of project expenditure	Expenditure (excluding GST) \$
Roofing and guttering.	\$70,000
Construction of new toilet block (including demolition of the old facility).	\$100,000
Total expenditure of grant funds:	\$170,000

(c) Grant Funds will be expended in accordance with the Approved Budget marked Attachment A.

3. **Agreement Term**

Commencement Date: 30 May 2018
Completion Date: 28 June 2019
Acquittal Date: 27 September 2019

The project is to commence on the Commencement Date and Grant Funds are to be expended by Completion Date subject to Clause 9 of the Agreement, noting any extension must be sought in writing and approved by the Grantor. Acquittal documents detailed in Schedule 2 are to be submitted by the Acquittal Reporting Date specified above.

Grantee Initials: _____

Date: _____

GSDC Initials: _____

Date: _____

4. Grant Amount and Other Contributions

The Grantor agrees, subject to compliance with the terms of this Agreement by the Grantee, to provide Grant Funds of **\$170,000 plus GST**. The approval of this grant is subject to the securing of other funding, as outlined below.

Amount	Type	Source/Purpose
\$190,000	Cash	Katanning Country Club
\$110,000	Cash	Dept Sport and Recreation CSRFF
\$1,000,000	Cash	Shire of Katanning

5. Special Conditions of Grant

- (a) Where the Grantee purchases, constructs or renovates real estate (including building, land and associated infrastructure) with Grant Funds, the real estate must not be disposed of within ten (10) years of the Completion Date without the written consent of the Grantor.

6. Project Milestones, Reporting Requirements and Payment Schedules

Mile stone No.	Due Date	Outcome / Achievement / Reporting	Grant Funds allocated	GST
1	30 May 2018	The first milestone will be paid on execution of this grant agreement.	\$27,555	Ex
2	1 March 2019	The second milestone will be paid on receipt and acceptance of a progress of a progress report including; <ul style="list-style-type: none"> • Confirmation of completion of the Bowling Green construction. • Detail of works to the clubhouse completed to date. • Timeline for remaining tasks. 	\$142,445	
3	27 September 2019	The third milestone includes project completion, and receipt and acceptance by GSDC of the Final Acquittal Report as outlined in Schedule 2.	\$0	Ex
		Funds Payable	\$170,000	Ex
		Plus GST	\$17,000	
		TOTAL PAYABLE	\$187,000	Inc

Grantee Initials: _____

Date: _____

GSDC Initials: _____

Date: _____

Subject to the Grantor being satisfied with the above milestone reporting requirements and subsequent receipt of a tax invoice stating the purchase order number (where provided), payment of the Grant Funds plus GST where applicable, will be made in the amounts detailed above within twenty (20) business days.

7. Variations to Milestone Dates

The Grantor will consider requests for variations to the milestone dates but must receive such requests before 5 business days of the due date.

8. Notice Addresses

(a) Grantor Great Southern Development Commission

Address: PO Box 280
 ALBANY WA 6330

Facsimile: (08) 9842 4828
Email: gsdc@gsdc.wa.gov.au

(b) Grantee Shire of Katanning

Address: PO Box 130
 KATANNING WA 6317

Email: ceo@katanning.wa.gov.au

9. Acknowledgement of Grantor

Access and permission to use the logos of the Grantor must be obtained by contacting the Communications Officer of the Grantor. The Grantor must approve the use of the logo prior to printing or publication. Where logos are used, they must include, in order, those of the Government of Western Australia and the Great Southern Development Commission.

Grantee Initials: _____

Date: _____

GSDC Initials: _____

Date: _____

SCHEDULE 2

REPORTING REQUIREMENTS

The Grantee will submit an Acquittal Report by the Acquittal Reporting Date. The Acquittal Report will include sections describing and evaluating Project aims and objectives and detailing and confirming budget and financial expenditure on the Project as detailed in this Agreement and the Application.

Please refer to the Guideline Acquittal and Audit of Grants, which can be supplied by the Grantor, for further details on Audit requirements.

1. Project Aims and Objectives

Information required will include:

- The effectiveness of the project against the aims and objectives detailed in the Grant Application including a comparison of proposed to actual outcomes and evidence of any new initiatives.
- How these project aims and objectives impacted on:
 - i. the Regional Grants Scheme Objectives:
 - Increase capacity for local strategic planning and decision-making.
 - Retain and build the benefits of regional communities.
 - Promote relevant and accessible local services.
 - Assist communities to plan for a sustainable economic and social future.
 - Enable communities to expand social and economic opportunities.
 - Assist regional communities to prosper through increased employment opportunities, business and industry development opportunities, and improved local services.
 - ii. the Great Southern Regional Blueprint/Strategic Objectives.
 - iii. and/or other nominated documents.
- Where relevant detail and numbers of new jobs created during the project.
- Where relevant detail and numbers of ongoing jobs created by the project.
- Evidence of acknowledgement including copies of promotion and publications and media items relating to the project.
- Any reports or research documents as a result of the project.
- Photos which detail the progress and change of a project.
- Other documentation to evidence the project.
- Evidence of compliance with any special conditions placed on the grant.

Grantee Initials: _____

Date: _____

GSDC Initials: _____

Date: _____

2. Financial Obligations

As part of the acquittal process, the Grantee will be required to provide the following components:

- Statement of Income and Expenditure relating to the entire project signed by the Chief Executive Officer or equivalent.
- Clearly detail that Grant Funds were expended in accordance with the expenditure detailed in the Approved Budget in this Agreement.
- Comparison of proposed financials detailed in the application to actual financials, detailing any major variations.
- Confirmation of all in-kind contributions made to the project and how the contributions have been calculated signed by the Chief Executive Officer or equivalent.

3. Audit Requirements

- As per Clause 3.6 of the Agreement, where the Grant Funds are valued at over \$20,000 (exclusive of GST) an audited financial statement for the project must be included with the Acquittal Report.
- Please refer to the Guideline Acquittal and Audit of Grants, which can be supplied by the Grantor, for further details on Audit requirements.

4. Other Reporting Requirements

- Report on Special Conditions detailed in Schedule 1 Item 5.

Grantee Initials: _____

Date: _____

GSDC Initials: _____

Date: _____

ATTACHMENT A is the Approved Budget

Details of Project Items to be funded through Cash Contributions						
Project Items	Own organisation cash \$ (ex GST)	KCC cash \$ (ex GST)	CSRFF cash \$ (ex GST)	GSDC RGS Grant Funds \$ (ex GST)	TOTAL \$ (ex GST)	
Bowling green and golf course modification	\$ 700,000				\$ 700,000	
New office	\$ 90,000				\$ 90,000	
Bowls connectivity	\$ 65,000				\$ 65,000	
Front entrance	\$ 20,000				\$ 20,000	
New roof				\$ 70,000	\$ 70,000	
New toilets			\$ 50,000	\$ 50,000	\$ 100,000	
Demolition of existing toilets & renovate				\$ 50,000	\$ 50,000	
Ceilings & electrics	\$ 25,000				\$ 25,000	
Tennis room demolish + rebuild		\$ 150,000			\$ 150,000	
Squash court renovation		\$ 40,000	\$ 60,000		\$ 100,000	
Project management and contingency	\$ 100,000				\$ 100,000	
Cash Sub Totals	(A) \$ 1,000,000 (ex GST)	(B) \$ 190,000 (ex GST)	(C) \$ 110,000 (ex GST)	(D) \$ 170,000 (ex GST)	(A+B+C+D) \$ 1,470,000 (ex GST)	

Grantee Initials: _____

Date: _____

GSDC Initials: _____

Date: _____

