



The State of Western Australia

and

(<<organisation name>>)

**WasteSorted Grants – Infrastructure
and Community Education 2021-22**

EXAMPLE FUNDING AGREEMENT

**NOTE: THIS DRAFT IS ILLUSTRATIVE ONLY AND
MAY BE VARIED PRIOR TO ISSUING FINAL VERSION**

(<<project title>>)

CONTRACT: (<<File Number>>)

Department of Water and Environmental Regulation

Locked Bag 10
Joondalup DC WA 6919

This Agreement is made on.....

BETWEEN:

The **State of Western Australia**, represented by the Department of Water and Environmental Regulation acting for the Waste Authority, located at Prime House, 8 Davidson Terrace, Joondalup 6027 in the State of Western Australia

AND:

(Name of Recipient) (**ABN**) of
(Recipient Address)
("Recipient")

BACKGROUND

- a) The WasteSorted Grants – Infrastructure and Community Education 2020-21 ("**Program**") is a program funded from the Western Australian Government's Waste Avoidance and Resource Recovery Account (**WARR Account**), which under section 80(1) (a) of the *Waste Avoidance and Resource Recovery Act 2007* (WA) (**WARR Act**), may be used to fund programmes relating to the management, reduction, reuse and recycling, monitoring or measurement of waste.
- b) The Recipient has applied for a grant of funds from the WARR Account to carry out the Project.
- c) The State of Western Australia has agreed to provide the Recipient with a grant of funds subject to the terms and conditions of this agreement.
- d) Full details of the Project activities including, Payments, Objectives, Key Performance Indicators, Deliverables, Outcomes and Milestones related to this Agreement are provided in the attached Schedules.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

"**ABN**" has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999*.

"**Agreement**" means this Program Agreement between the Department and the Recipient. The Agreement consists of the standard terms and conditions, the attachments containing any additional information and/or special terms and conditions, and the Schedules which include the Project details.

"**Asset**" is a capital item purchased with the Funding that had a purchase price of, or is currently valued at, five hundred dollars (\$500) or more and has an expected useful life of 12 months or more.

"**Auditor**" is a person who is a member of the Institute of Chartered Accountants in Australia, the National Institute of Accountants, or the Australian Society of Certified Practising Accountants, or who is registered as an Auditor pursuant to the Corporations Law or under a corresponding law of a State or Territory.

"**Commonwealth**" means the Commonwealth of Australia.

"**Deliverables**" means the Deliverables agreed between the Department and the Recipient to assess the delivery of the Project as specified in the attached Schedule(s) to this Agreement.

"**Department**" means the Department of Water and Environmental Regulation.

"**Financial Year**" means the Financial Year from 1 July to 30 June of any given year, inclusive.

"**Funding**" means State Funding from the WARR Account, to the Recipient to undertake the Project in accordance with this Agreement and its Schedules.

"**GST**" has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999*.

"**GST Registered**" means registered for the purposes of GST under the *A New Tax System (Goods and Services Tax) Act 1999*.

"**Intellectual Property**" includes all copyright and future copyright, (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields as well as traditional Indigenous knowledge.

"**KPI**" means the Key Performance Indicators to assess the delivery of the Project specified in the attached Schedule(s) to this Agreement.

"**Milestones**" means the Milestones to monitor the progress of the Project as specified in the attached Schedule(s) to this Agreement.

"**Objectives**" mean the Objectives to assess the delivery of the Project as specified in the Schedule(s) to this Agreement.

"**Outcomes**" mean the Outcomes to assess the delivery of the Project as specified in the Schedule(s) to this Agreement.

"**Party/Parties**" means the Recipient and/or the Department of Water and Environmental Regulation.

"**Project Material**" means all documents and any other material, in any form, created or a copy thereof or in any other way brought into existence as part of, or in the performance of, the Project, and includes: new, enhanced or derived data; documents; equipment; software; goods; information and publications produced as a result of the Funding and stored by any means.

"**Project**" means the approved project described in item 1 of Schedule 1.

"**Schedule**" means an attachment to this Program Agreement that details the activities which the Parties agree to be undertaken and for which Funding is paid under this Agreement, the Objectives, Deliverables and Outcomes to be achieved from the activities, Project Milestones and timetable of Funding payments.

"**State**" means the State of Western Australia.

"**Supply**" has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999*.

"**Tax Invoice**" has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999*.

In this Agreement, unless the contrary intention appears:

- a) words importing a gender include each gender
- b) words in the singular number include the plural and words in the plural number include the singular
- c) words importing persons include a partnership and a body whether corporate or otherwise
- d) clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer and
- e) all references to clauses are clauses in this Agreement unless otherwise specified.

"**WARR Account**" means the Waste Avoidance and Resource Recovery Account.

2. Commencement and Operation

- (1) This Agreement shall come into force when signed by both Parties and will expire on the date specified in the Schedule or on such other date as the Parties might otherwise agree in writing. It is recognised by the Parties that the completion of other arrangements under this Agreement, such as monitoring and evaluation, may continue beyond expiry of this agreement.
- (2) This Agreement may be amended at any stage by agreement in writing by the Parties.
- (3) Without limiting the previous clause, the Parties will notify and consult each other on matters that come to their attention that may improve the operation of this Agreement.
- (4) The Recipient agrees not to represent itself, and to use its best endeavours to ensure that its officers, employees, agents and subcontractors do not represent themselves, as being an officer or employee, partner or agent of the State Government, or as otherwise able to bind or represent the State Government.

3. Variation of Schedules

- (1) The Recipient must obtain prior written approval from the Department for variations to the Project Schedule.
- (2) The Department, after reviewing financial and/or progress reports, may request a variation to be submitted in writing, if the Department believes there have been changes to the Project Costs, Objectives, Milestones, Deliverables, Outcomes or significant delays in the Project's progress.

4. Compliance

- (1) The laws applicable to this Agreement shall be those in force in Western Australia and, where relevant, the laws of the Commonwealth of Australia. The Recipient must ensure that it and its agents meet the objectives of, and comply with, the provisions of any relevant Commonwealth and State legislation, statutes, regulations and by-laws.
- (2) With respect to any activity funded through this Agreement, both Parties agree:
 - (a) To be subject to the State's right to disclose any matter with respect to the Funding within the State Government sector and in Parliament
 - (b) To be subject to the provisions of the *Freedom of Information Act 1992*
 - (c) To comply with the Information Privacy Principles set out in section 14 of the Commonwealth *Privacy Act 1988* and to comply in so far as is practicable with any policy guidelines laid down by the Commonwealth or issued by the Privacy Commissioner from time to time relating to the handling of personal information.

- (3) Where Funding is involved in any construction activity, the Recipient shall comply, in the performance of this Agreement, with the requirements of the National Code of Practice for the Construction Industry and the Industry guidelines for the industrial relations and occupational health and safety components of the National Code of Practice for the Construction Industry.
- (4) Non-compliance with this Agreement may result in the Recipient not being eligible to receive further Funding.
- (5) Breach of any of the terms and conditions may result in suspension or termination of this Agreement.
- (6) If Funding has been spent in a way which is not authorised by this Agreement, the Department may recover the Funding as a debt due to the State.

5. No Assignment

The Recipient shall not assign or otherwise deal with its rights and obligations under this Agreement without the prior written consent of the Department.

6. Dispute Resolution

- (1) If the Parties disagree on any part of this Agreement or its operation, a senior representative from each of the Parties shall discuss the dispute and as soon as practicable try to resolve the dispute.
- (2) Should the matter remain unresolved, the dispute shall be referred to an independent person agreed by the Parties, as soon as practicable for arbitration. Should the Parties not be able to reach agreement on an independent arbitrator, the Department will appoint an independent arbitrator.
- (3) Where the matter concerns the performance of the Project, the Department will use its best endeavours to negotiate a review of the Project, including Funding levels, and to identify deficiencies and how to best meet the Project Objectives, Outcomes, Milestones and Deliverables.

7. Non-performance, Suspension or Termination

- (1) The State, its officers, employees and agents may review a Project in whole, or in part, according to the provisions provided in this clause where it is considered that the Recipient.
 - (a) has failed to comply with this Agreement
 - (b) has failed to commence the Project within six months of the agreed commencement date
 - (c) has failed to comply with a direction given by the Department that is consistent with the purpose of the Funding and in accordance with this Agreement
 - (d) has not used the Funding exclusively for the Project
 - (e) has ceased conducting the Project
 - (f) is being wound up or dissolved, or proceedings are being taken against the Recipient to have it wound up or dissolved.

- (2) Where the performance of the Project is considered by the Department to have not fulfilled, or not capable of fulfilling, the conditions of this Agreement, the Department will provide written notice to the Recipient to suspend or cease work on the Project, nominating an appropriate course of action to rectify the situation. This may include, but is not limited to, termination of the Project.
- (3) Upon receipt of such notice the Recipient must immediately implement the action(s) specified in the notice.
- (4) Notwithstanding clause 7(2), either Party may terminate the Project with 28 days notice to the other Party.
- (5) Prior to either Party giving notice under clauses 7(2) or 7(4), if there is a dispute the Parties shall attempt to resolve that dispute in the manner provided for in clause 7.
- (6) Within 14 days of the Project being terminated under this clause, the Recipient must:
 - (a) return any unspent Funding to the WARR Account.
 - (b) reimburse the WARR Account for any Funding that was not used exclusively for the Project
- (7) If a Project is terminated wholly or in part, the State will be liable only for:
 - (a) payments under the payment provisions of this Agreement for work undertaken before the effective date of termination
 - (b) payments proportional to the extent of work undertaken and contractually committed to before the effective date of termination.
- (8) In the event of partial termination, the State Government's Funding liability under this Agreement will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Project's scope.
- (9) The State will not be liable to pay any amount that would, in addition to any amounts paid or due, or becoming due, to the Recipient for the Project, exceed the total Funding set out in this Agreement.

8. Notices

A Party giving notice under this Agreement must do so in writing, with this notice in writing sent to the contact details identified in the Schedule attached to this Agreement.

PAYMENT and USE OF FUNDING

9. Pre-condition to Payment of Funding

The Department, on behalf of the State Government, will start to provide the Funding to the Recipient as soon as practicable after:

- (1) the Recipient provides evidence to the Department that it, or its Auspice organisation, is either incorporated under the *Associations Incorporation Act 1987 (WA)*, the *Corporations Law 2001* and Corporations Regulations 2001 or under the *Local Government Act 1995 (WA)*.
- (2) the Recipient provides to the Department its ABN and notice of its GST Registration
- (3) the Recipient provides to the Department Certificates of Currency for insurances, as referred to under Clause 19(4).
- (4) The Parties agree to the Schedule(s) identifying the Objectives, Milestones, KPIs, Outcomes, Deliverables and Funding conditions required for the Project
- (5) the Recipient provides to the Department a Tax Invoice for the relevant amount identified in the Schedule.

10. Payment of Funding

- (1) Funding will be paid in accordance with the timetable outlined in Schedule 2 to this Agreement subject to requirements being met satisfactorily and the provision of appropriate Tax Invoices.
- (2) Funding recipients must provide a detailed financial status report as specified in Schedule 2 to this agreement, detailing expended funds and financial commitments to the end of the financial year.
- (3) Where funds are not yet expended, funds must be committed by the specified dates and, regardless, no later than 1 June of the relevant financial year. Evidence of commitments must be included in the financial status report.
 - (a) All projects funded through the program must be fully implemented, funds expended or committed and final reports submitted by the completion date specified in Schedule 1 of this Agreement.
- (4) Any over-payments to the Recipient shall be returned to the Department to be refunded to the WARR Account. If there are any overpayments or underpayments to the Recipient without limiting any other rights, those amounts may be offset against any amount subsequently due to be paid to the Recipient by the Department under this Agreement.
- (5) On and from receipt of Funding, the Recipient must either:
 - (a) deposit the Funding in an interest bearing bank account separately established for that Funding with all interest accruing in respect of the Funding to be retained for the purposes of that Funding
 - (b) if the Recipient does not have a separate bank account for Project Funding, deposit the Funding into the Recipient's usual bank account and keep a separate record of income, expenditure and interest relating to the Funding. All interest accruing in respect of the Funding must be retained for the purposes of that Funding.

11. Use of Funding

- (1) The Funding must only be used to undertake the Project described in the Schedule to this Agreement.
- (2) The Recipient must ensure that any Project activity funded through this Agreement does not knowingly cause any detrimental long term change to the environment or to natural resources.
- (3) Assets can be acquired where there is an identified public benefit as part of a funded Project. The purchase of any Asset of a value of five hundred dollars (\$500) or more will need explicit agreement between the Recipient and the Department.
- (4) The Recipient will return any Funding that has not been spent on the agreed Project, or has been misspent, to the Department.
- (5) The Recipient will return any Funding which is unspent at the cessation of the Project to the Department to be refunded to the WARR Account.
- (6) Where the Recipient is giving the Funding to a third party to undertake the Project or part of the Project, described in the Schedules to this Agreement, the Recipient shall ensure that:
 - (a) the third party is able to manage and monitor expenditure in accordance with the standards described in this Agreement and in conformity with sound financial practices
 - (b) the third party is able to implement the standards, principles and procedures described in clauses 18 — 24
 - (c) where Funding is to be applied to the employment of personnel, the Recipient will ensure that an appropriate management committee/structure is established to supervise and guide the performance of employed personnel in accordance with the standards and principles described in clause 24. The management committee should be encouraged to develop and foster a culture of professional and personal development in such personnel
 - (d) the third party is able to meet conditions set out in this Agreement and any other conditions which may be applied to the Project from time to time
 - (e) Funding is not to be provided to the third party if the third party has not complied with its reporting obligations for any Recipient Funding the third party may have received either under current or previous arrangements.
- (7) The Recipient shall inform the Department, in writing, of any circumstance which may result in any aspect of this Project not being completed as described in the Schedules to this Agreement.

12. Taxes, Duties and Government Charges

- (1) The amounts specified in or calculated under this Agreement, including without limitation the Funding, are exclusive of GST that is payable in relation to any Supply made under this Agreement.

- (2) The Department will determine whether additional amounts are payable under this clause in light of information provided under clause 9(2).
- (3) The Department will pay the Recipient the amount of GST that the Recipient pays or is liable to pay in relation to the Funding at the same time and in the same manner as paying the Funding.
- (4) The Recipient must provide the Department with a Tax Invoice in respect of each Supply made by the Recipient in relation to the Funding. The Tax Invoice must be provided prior to payment of the Funding and include any additional amount payable under this clause and the Recipient's ABN.
- (5) If the Recipient does not notify the Department of its ABN, the Department will withhold 48.5% of the Funding unless the Recipient provides the Department with a statement indemnifying the Department from the requirement to withhold the relevant tax.
- (6) Subject to this clause, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with this Agreement must be borne by the Recipient.

13. Reporting Requirements

- (1) The Recipient must provide Financial Reports by the due dates specified in the agreed Schedule, to the Department, unless other arrangements are agreed in writing.
 - (a) The Financial Reports (in a format prescribed by the Department) will include details of acquittal of the Funding received and expended or committed for the activity specified.

The Financial Report should provide:

 - detail of income and expenditure
 - detail of recipient matching contributions where applicable
 - copies of invoices and evidence of payment
 - (b) Documentary evidence substantiating items in the Financial Report must be provided with the Financial Report.
- (2) The Recipient must provide Milestone Reports by the due dates specified in the agreed Schedule, to the Department, unless other arrangements are agreed in writing.
 - (a) The Milestone Report (in a format prescribed by the Department) will include all details of activities undertaken and the Outcomes achieved against the relevant Objectives, and Deliverables.

The Milestone Report should detail:

 - an overview of activities and progress achieved during the milestone reporting period
 - evidence that the milestone has been achieved.

The Financial Report and the Milestone Report should be submitted together, as two parts of a single document.

- (3) A Project Evaluation Report must be submitted at the completion of each project.
- (a) The recipient must provide the Department with a Project Evaluation Report (in a format prescribed by the Department) signed by an authorised officer of the recipient, by the date specified in the agreed schedule.
 - (b) The Project Evaluation Report shall provide information about how the grant funds have been used, and include an assessment by the recipient of the outcomes of the project.

The Project Evaluation Report should detail:

- achievement of project objectives including Waste Strategy priorities
- the contribution of the project to continuous improvement in waste avoidance or resource recovery
- the achievement of project milestones
- relevant statistics
- purchased assets
- income and expenditure verification
- project performance measured against expected outcomes
- community and other participation.

Recipients must complete and submit a Project Evaluation Report using the Project Evaluation Report template. Additional information may be included as an attachment to the report.

The Financial Report and the Project Evaluation Report should be submitted together, as two parts of a single document.

- (4) In addition to any reports required to be submitted under clauses 13(1), 13(2) and 13(3), the Recipient may be required to submit Special Reports prepared in such a manner and containing such information as the Department requests. The Department must be reasonable in requesting such reports. The Department will specify a date on which the Special Report must be submitted, although, the Department must be reasonable when setting such a date.
- (5) All reports are to be signed off by the Recipient's authorised representatives.
- (6) Reports which are of inadequate quality, or do not contain the required information, will be returned by the Department to the Recipient for correction of the deficiencies.

14. Inspections and Publicity

The Recipient shall meet all reasonable requests from the State or their agents for access to the Project and related Project Material, financial and other records for any purpose including publicity, free information sharing, inspection of the performance of the Project, financial reporting, auditing and evaluation. The Department may also seek updates on the project after completion and acquittal to review ongoing progress.

15. Acknowledgment of Funding

- (1) Appropriate acknowledgment of the Funding contributions of the State Government to the Project must be recognised in the public presentation of Project activities funded under this Agreement.
- (2) Any communication activity, including publications, articles, newsletters or other literary works relating to the Project must acknowledge that it has received financial support from the State Government, and must display the agreed generic logos. Acknowledgement requirements are provided at <http://www.wasteauthority.wa.gov.au/publications/acknowledgement-guidelines>
- (3) The role of the State Government must be acknowledged at relevant forums, conferences and Project launches funded through this Agreement.
- (4) The Recipient acknowledges that as Funding is public monies then for accountability purposes details of the Recipient, the purpose of the Funding and the amount of Funding are matters of public record.

16. Intellectual Property Rights

- (1) Ownership of the Intellectual Property in the Project will vest in the State of Western Australia on its creation, and will be administered by the Department, unless the Parties specifically agree otherwise.
- (2) Ownership of Intellectual Property in any pre-existing material owned by the State, the Recipient or a third party is unaffected by this clause, unless otherwise agreed.
- (3) Where the Recipient engages a third party for the purposes of undertaking the Project, the third party must be engaged on the express condition that the third party acknowledges that the State of Western Australia will own the Intellectual Property in Project Material. To the extent that the Project Material contains material which is the subject of pre-existing Intellectual Property Rights of a third party, the third party must grant to the State permanent, non-exclusive, royalty-free licence to use, reproduce, adapt, commercialise and exploit all those Intellectual Property Rights but only as part of the Project Material and of any future development of that material.
- (4) Unless otherwise agreed, a third party deriving any net income from the Intellectual Property in the Project Material arising from a Funding Agreement, must pay to the other Parties an agreed share of that net income. The Parties must agree in writing to the share distribution prior to any commercialisation or exploitation of the Project Material.
- (5) To the extent that Project Material or pre-existing material comprises:
 - (a) traditional indigenous knowledge which is culturally sensitive to indigenous organisations or people
 - (b) other information which the Commonwealth and/or the State have

advised must remain confidential. The Parties agree that they will not disclose such material to persons or bodies outside the Commonwealth or the State without the agreement of the relevant custodian(s).

- (6) Where this clause is in conflict with State or Commonwealth Acts and Regulations, the State and Commonwealth Acts and Regulations will take precedence.

17. Auditor General Act 2006; Financial Management Act 2006 And Freedom Of Information Act 1992

- (1) The Recipient acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Waste Authority may publicly disclose information in relation to this Agreement, including its terms and the details of the Recipient.
- (2) Despite any express or implied provision of this Agreement to the contrary, nothing in this Agreement in any way alters, limits or affects the operation of the *Auditor General Act 2006*, the *Financial Management Act 2006* or the Recipient's obligations (if any) in relation to these Acts.
- (3) The Parties acknowledge and agree that, despite any other 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.
- (4) To the extent permitted by law, the Recipient must allow the Auditor General, or an authorised representative, to have access to and audit (or otherwise review, examine or evaluate) the Recipient's records and information concerning either or both of this Agreement and the Project.

RECIPIENT RESPONSIBILITIES

18. Expected Behaviour and Ethical Conduct

As recipients and beneficiaries of public Funding, the Recipient and its officers, members, employees and agents must:

- (1) conduct themselves with integrity, probity and in an open and transparent manner
- (2) operate in accordance with the law
- (3) declare any private interest and pecuniary benefit they may gain from the Funding
- (4) ensure that processes and procedures are put in place to establish, maintain, operate and demonstrate an appropriate framework of business controls, to cover all operational, technical, commercial, financial and administrative activities such as those described under clauses 18—25
- (5) commit to working with State and/or Commonwealth agencies to achieve the most effective and efficient use of Funding.

19. Risk Management, Insurance and Indemnity

- (1) The Recipient must ensure that risk management techniques appropriate to the size of the organisation are applied.
- (2) The Recipient must maintain sufficient insurances which may include, but are not limited to workers' compensation insurance, Directors and Officers liability, personal accident insurance for volunteers, contents / mobile plant and equipment insurance and public liability insurance, to cover its potential liability in conducting activities funded in part or in full through this Agreement and its obligation to indemnify the State of Western Australia, its officers, employees and agents.
- (3) The Recipient must at all times indemnify, hold harmless and defend the State of Western Australia, its officers, employees and agents from and against any loss including legal costs and expenses or liability reasonably incurred by the Commonwealth of Australia, the State of Western Australia, its officers, employees and agents arising from any claim, suit, demand, action or proceeding against the, the State of Western Australia, its officers, employees and agents where such loss or liability was caused by the negligent or unlawful act or omission of the Recipient arising out of or in connection with conducting Activities funded in part or in full through this Agreement. This obligation remains in force after the Department has discharged its Funding liability under this Agreement and after the Project is completed.
- (4) The Recipient shall provide, upon request by the Department, proof of the existence and currency of the insurance required by this clause.

20. Information and Records Management

The Recipient must maintain accurate records relating to approved Funding including but not limited to: financial details such as receipts and expenditure; reports submitted in accordance with clause 13; Funding-related correspondence and other Project Material for a period of at least five years after the Department has discharged its Funding liability under this Agreement and/or the completion of the Project.

21. Financial Management

- (1) The Recipient must ensure that financial management techniques appropriate to the size of the organisation are applied including:
 - (a) appropriate internal control systems that:
 - ensure adequate resources are available for the preparation and supply of comprehensive, accurate and timely reports as specified in the attached schedule(s) of this Agreement
 - prevent and detect fraud and error and achieve the principles of probity and value for money
 - ensure all monies (including in-kind contributions) received are properly brought to account
 - ensure all payments are correctly made and properly authorised
 - ensure that adequate control is maintained over the incurring of liabilities by the Recipient
 - ensure that it has a management review and governance framework in place to identify and manage incidents of suspected fraud.
 - (b) appropriate expenditure control systems that ensure:
 - appropriate separation of duties exists in the payment of invoices
 - proper incurring and certifying of expenditure
 - no expenditure is made which does not achieve value for money, contravenes probity principles or exceeds the approved Project allocations
 - (c) two independent authorised representatives have signed cheques or authorised any electronic expenditure
 - all expenditure has been substantiated in accordance with taxation legislation
 - (d) an Asset register is maintained to record all expenditure on, and disposal of Assets purchased with the Funding.
- (2) The Recipient must ensure that Financial Reports and statements are drawn up in accordance with the Generally Accepted Australian Accounting Standards, impending International Financial Reporting Standards and other mandatory professional reporting requirements in Australia.

22. Project Funding and Management

- (1) The Recipient must ensure that fair and transparent processes, free from bias or the perception of bias, are implemented for the allocation of Funding to third parties.
- (2) The Recipient must ensure that there are adequate controls in place to ensure that:
 - (a) Funding allocated to third parties is expended appropriately
 - (b) Project reports by third parties that have been allocated Funding accurately present the status of Project delivery and expenditure incurred on the Project
 - (c) Any material and contentious methods or issues used in the presentation of financial statements and progress reports by third parties that have been allocated Funding have been adequately disclosed and material variances investigated and managed
 - (d) Where Deliverables and Outcomes of Projects that have received Funding have not been met, the reasons have been obtained, reviewed, and reported with impact analysis to the Department.

23. Resource/Asset Management

- (1) The Recipient must ensure that there are procedures in place, appropriate to the size of the organisation, to ensure adequate control is maintained over Assets of, or in the custody of, the Recipient.
- (2) The Recipient must maintain a register of all Assets acquired with Funding provided under this Agreement showing purchase price and date.
 - (a) A stocktake of portable Assets must be conducted at least annually and management action with respect to missing items must be recorded.
 - (b) Assets acquired with Funding provided under this Agreement shall be insured to the full replaceable value as on the date of purchase and shall be maintained in a secure environment with all reasonable care taken to reduce damage or other loss of value to them.
- (3) The Recipient shall operate and maintain any Assets acquired with the Funding for a period of three years from the date of purchase.
- (4) The Recipient shall not dispose of or decommission Assets acquired with the Funding within 3 years from the date of purchase without the written agreement of the Department.
- (5) If the Recipient disposes of or decommissions an Asset within a period of three years from the date of purchase, the Department may recover from the Recipient as a debt due to the State, to be repaid into the WARR Account.
 - (a) the sale price of the Asset; or
 - (b) the value of the Asset at the time of disposal or decommissioning, to be determined by the Department, whichever is higher.

- (6) This clause survives the expiry or termination of this Agreement.
- (7) The Recipient must ensure that Intellectual Property is managed confidentially and not disclosed to any unnecessary party.

24. Human Resource Management

- (1) If the Recipient recruits personnel with Funding associated with this Agreement, the Recipient must ensure that appropriate standards of human resource management based on the Principles of Natural Justice are utilised and that they are aligned with the following:

- based on proper assessment of merit, equity and diversity
- be free from bias, nepotism and patronage
- be fair and consistent
- be open, competitive and impartial
- be transparent and capable of review.

The Western Australian Public Sector Standards in Human Resource Management and/or the standards prescribed under the *Local Government Act 1995* should be considered as the minimum standard required where an award does not exist.

- (2) The Recipient must ensure that there are mechanisms in place, appropriate to the size of the organisation, to ensure:
 - the *Equal Employment Opportunity Act 1984* is complied with and the business opportunities available through workforce diversity are realised
 - staff and volunteers have the appropriate capabilities to deliver the Outcomes and Outputs the Recipient requires of them
 - facilitation for employees and volunteers of the raising, investigation and determination of grievances
 - that recruitment and selection processes and decisions are made in accordance with legislative requirements and industrial instruments
 - that requirements under legislation and industrial instruments are applied for termination of staff and volunteers
 - that salaries, wages and allowances are paid in accordance with legislation, industrial instruments and taxation laws which meet audit requirements for maintenance of appropriate pay records
 - compliance with the *Occupational Safety and Health Act 1984*
 - compliance with the *Workers' Compensation and Rehabilitation Act 1981*.
- (3) The Recipient will ensure that the salaries, wages and allowances of positions supported by Funding are comparable to those of positions with similar tasks and responsibilities and requiring similar skills and experience within the Western Australian Public Sector.

25. Procurement of Goods and Services

- (1) The Recipient must ensure that when acquiring goods and services with Funding associated with this Agreement, that:
 - (a) the highest standards of integrity and ethics are applied
 - (b) value for money is obtained with a minimum requirement of written documentation of at least two verbal quotations for procurement transactions of \$5,001-\$20,000 and at least three written quotations for procurement transactions exceeding \$20,000
 - (c) an ethic of fair, open and accessible competition is adopted and the purchasing process is transparent, free from bias or the perception of bias
 - (d) there is no actual or perceived conflict of interest in the purchasing process through past, present or proposed future relationships, connections or interests with providers of goods and services
 - (e) procurement practices or any other behaviours that induce conflict, corruption or which deny legitimate business opportunities to potential participants are considered unacceptable.
- (2) The Recipient must ensure that mechanisms are in place, appropriate to the size of the organisation, to ensure the provisions of a *Value for Money Policy* are achieved.
- (3) The Recipient must ensure that mechanisms are in place, appropriate to the size of the organisation, to ensure the provisions of an *Open and Effective Competition Policy* are achieved.
- (4) The Recipient must have a formal contract evaluation and recommendation reporting process in place for purchases of goods and services:
 - (a) with a total contract price of over \$50,000 (including any options for extension or variation), or
 - (b) which are high risk or complex, regardless of contract value.
- (5) The Recipient must ensure mechanisms are in place, appropriate to the size of the organisation, to resolve Supplier complaints — including reference to an independent external party where appropriate.
- (6) The Recipient should set a high benchmark for environmentally sustainable procurement practices.

EXECUTED as an Agreement:

SIGNED on behalf of (<<Organisation name>>)

(Signature of authorised person)

DATE

(Name and position – block letters)

SIGNED in my presence by

(Signature of witness)

DATE

(Name of witness - block letters)

SIGNED on behalf of the **STATE OF WESTERN AUSTRALIA**

Represented by the **DEPARTMENT OF WATER AND ENVIRONMENTAL REGULATION**
acting for the **WASTE AUTHORITY**

Reg Howard-Smith
Chairman
Waste Authority

Date

SCHEDULE 1

1. **Approved Project**

(Brief project description)

2. **Reporting Dates**

In accordance with the attached Schedule 2.

3. **Project End Date**

(DD/MM/YYYY)

4. **Special Conditions of Grant**

(Detail any special conditions of the grant)

5. **Notice Address**

(a) Department of Water and Environmental Regulation

Mail: WasteSorted Grants Coordinator
Waste Avoidance and Resource Recovery Division
Department of Water and Environmental Regulation
Locked Bag 10 | Joondalup DC WA 6919

Email: wsg@dwer.wa.gov.au

(b) Recipient

Mail: (Recipient address)

Email: (Recipient email)

6. **Acknowledgement Guidelines**

Refer to the Acknowledgement Guidelines for full requirements. These are available from the Department at:

<http://www.wasteauthority.wa.gov.au/publications/acknowledgement-guidelines>

Total Amount of Grant Funds

Grant Amount	
--------------	--

7. **Method of Payment**

(a) Payments in accordance with the attached Schedule 2

SCHEDULE 2

REPORTING REQUIREMENTS

1. Milestone Reports

Milestone Review and Financial Reports must be supplied by the specified date in the attached schedule. The Milestone Review and Financial Report (in a format prescribed by the Department) will include details of activities undertaken and the Outcomes achieved against the relevant Objectives, KPIs and Deliverables outlined in the Recipient's project application (Schedule 3).

Milestone Review and Financial Reports must include:

- an overview of activities and progress achieved during the milestone reporting period
- detail of income and expenditure
- detail of recipient matching contributions where applicable
- copies of invoices and evidence of payment
- evidence of milestones achieved.

2. Financial Report

The Recipient must provide, by the date specified in the attached Schedule, a Financial Report signed by the authorised officer of the Recipient organisation acquitting the total Funding advanced by the Department and expended by the Recipient during the project.

3. Project Evaluation Report

The Recipient must provide the Department with a Project Evaluation Report, signed by an authorised officer of the Recipient, by the date specified in the attached schedule.

The Project Evaluation Report shall provide information on how the Grant Funds have been used and shall include an assessment by the Recipient of the Outcomes of the Project.

The Project Evaluation Report shall also contain any other information reasonably requested by the Department.

The Financial Report and the Project Evaluation Report should be submitted together.

4. Reporting and Invoice Schedule

Project - <<		
Activity	Delivery Date	Invoice Amount (excl GST)
Preliminary project payment, subject to receipt of Recipient's tax invoice to Department of Water and Environmental Regulation by XX/XX/XXXX		«Amount_approved_text»
Milestone		\$0
Milestone		\$0
Milestone		\$0
Project Evaluation Report/Financial Report	«End_date_text»	\$0
Total for Project (excl GST)		«Amount_approved_text»

SCHEDULE 3

Project Application

(Attach copy of application)