



## **GRANT TERMS AND CONDITIONS**

### **BACKGROUND:**

- A WIRES is established to rescue and care for Australian wildlife and WIRES' objects include:
- (i) actively rehabilitate and preserve Australian wildlife and inspire others to do the same;
  - (ii) rescuing and caring for sick, injured or orphaned native wildlife unable to fend for itself, with at all times the best interests of each individual animal placed first, with the object of returning the animal to the wild; and
  - (iii) entering into any arrangements, with any government, government authority or private body, that is conducive to its objects.
- B WIRES is registered as a charity with the Australian Charities.
- C You have applied to WIRES (Application) for a grant of funds, goods or services (Grant) for an intent, need or to undertake an action, purpose, initiative or project (Project) that satisfies WIRES' objects.
- D These are the terms and conditions upon which WIRES will provide a Grant to you for Projects that accord with WIRES' objects.

### **OPERATIVE TERMS:**

#### 1) Acceptance of Grant

You are deemed to accept and agree to all of these Grant Terms and Conditions by making your Application or upon receiving any funds, goods or services under a Grant from WIRES.

#### 2) Carrying out your Project

You must carry out the Project in accordance with your Project Plan described in your Application.

You must obtain WIRES' prior written approval for any changes to the Project. WIRES may approve any changes to the Project or spending of a Grant in its absolute discretion.

#### 3) Requests for information and review of Project

You must provide any information in relation to the Project within 14 days (unless otherwise specified) of it being requested in writing by WIRES.

You must, at all reasonable times and upon reasonable notice being given, allow WIRES to access any place in which you are performing the Project.

#### 4) Records

You must ensure that adequate financial and / or operational records, are kept and maintained whilst carrying out the Project and for seven (7) years after the completion of the Project or complete expenditure of the grant, whichever is earlier.

#### 5) Audit

WIRES or its authorised persons may undertake an audit of any aspect of the Project, the receipt and expenditure of the Grant, or your compliance with these Grant Terms and Conditions at any time.

You must co-operate fully with any audit, including giving reasonable access to your premises, records and all materials and permitting WIRES to take copies of them relevant to the Project and the receipt and expenditure of the Grant.

WIRES will give you reasonable notice of its requirements in relation to an audit and use its reasonable endeavours to minimise disruption and interference to your performance of the Project arising from an audit. Except where otherwise determined by WIRES you are responsible for the costs of participating in an audit and such costs are not to be paid out of the Grant.

You must promptly take any reasonable action required by WIRES to rectify any error, non-compliance or inaccuracy identified in an audit in relation to the Project or your performance of this Agreement.

You are not entitled to any delay costs or other costs or expenses of whatever nature relating in any way to an audit.

#### 6) Intellectual Property

'**Intellectual Property**' includes all statutory, legal, equitable and other proprietary rights and interests, including without limit, in copyright, patents, registered and unregistered trademarks, registered designs, circuit layouts, and trade secrets.

You warrant that:

- (a) in carrying out the Project, you will not infringe any Intellectual Property rights; and
- (b) any report by you will not contain anything that, to your knowledge, is libellous or defamatory.

All Intellectual Property you create as part of the Project will be owned by you, but you shall grant to WIRES a royalty-free licence to use any such Intellectual Property including permitting WIRES to make those reports, documents and any other materials publicly available and to otherwise communicate, reproduce, adapt and publicise them on a non-profit basis. This includes the use and reproduction of photographs for WIRES and other non-commercial purposes.

#### 7) Privacy

Reports and information on the Project given to WIRES may be publicly available once the Grant is acquitted.

WIRES will not disclose any information that is contained in the reports, documents and materials that you have indicated is confidential and that WIRES has agreed not to disclose.

WIRES will not use any personal information for purposes other than the original purposes for which that personal information was supplied without your written consent.

WIRES may disclose information contained in reports, documents and materials you have submitted to a third party for the purpose of evaluation of its Grant programs.

## 8) Variation, Transfer and Revocation of Grant

You must seek and obtain the prior written approval of WIRES before varying any of the following:

- (a) the nature and purpose of the Project form that described in your Application;
- (b) the way in which the Project is to be carried out and completed, as outlined in your Application and/or Project Plan;
- (c) the approved Project budget; and
- (d) these Grant Terms and Conditions.

WIRES may impose additional conditions on this Grant when approving a variation.

In addition to any and all powers provided it at law, WIRES may by written notice revoke the Grant given to you:

- (a) at any time if you give WIRES, misleading or false information;
- (b) are, in WIRES' opinion, not carrying out the Project with competence and diligence or in conformity with your Application;
- (c) do not comply with these Grant Terms and Conditions;
- (d) being an individual, die, become mentally ill or are declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or
- (e) being a company, resolve to go into liquidation or enter into any scheme or arrangement with your creditors under the Corporations Act 2001 or if any liquidator, receiver or official manager is appointed or if a petition or other Court proceedings is instituted for such appointment, or
- (f) being a non-profit organisation, cease to retain your non-profit status, or
- (g) being an organisation, cease to operate.

If WIRES revokes the Grant you must:

- (a) not spend any further Grant funds, commit any such funds for expenditure, use any products supplied as part of the Grants or commit to any services provided as part of the Grant;
- (b) within 7 working days, repay to WIRES all Grant funds which have not been spent or committed for expenditure and at the time you receive the written notification of the revocation, return all items provided as part of the Grant not yet used and provide a financial report to WIRES on the proportion of the Grant already spent; and

WIRES may take steps to recover the whole or any part of the Grant, including those funds already spent and / or any goods or assets or supplied.

## 9) Indemnities and insurance

You will indemnify and keep indemnified WIRES from and against all actions, claims, demands and other proceedings that may be made or recovered against WIRES, its members or officers, in respect of any damage to property, personal injury or death where the damage, injury or death was caused by any wilful, unlawful or negligent act or omission of you in relation to the carrying out of the Project.

Neither you nor any person engaged by you shall, by virtue of the Grant, be in the service or employment of WIRES.

You shall be responsible for effecting and maintaining all insurances required under worker's compensation legislation and for taking all other actions requisite as employer of persons so engaged. You shall also be responsible for ensuring volunteers are covered by volunteer personal accident insurance.

If requested by WIRES you must use all reasonable endeavours to effect and maintain public liability insurance in relation to all premises and sites on which the Project is carried out for all works and activities undertaken for this Project.

The policies shall be made available to WIRES for inspection on request.