

# YORKE PENINSULA COUNCIL

## BUSINESS ENHANCEMENT PROGRAM FUNDING AGREEMENT

Please read the whole of this Agreement carefully.

Provider of Funding:	<b>Yorke Peninsula Council (ABN 82 179 825 615)</b> referred to throughout this Agreement as <b>"the Council"</b> .
Grant Recipient:	<b>[Recipient's Legal Name &amp; ABN]</b> referred to throughout this Agreement as <b>"You"</b> or <b>"Your"</b> .
Amount of Funding:	Up to <b>[\$X insert amount]</b> (GST exclusive) being the total funds granted, which will be referred to in this Agreement as the <b>"Funding"</b> .
Project must be completed by:	<b>[XX/XX/20XX]</b>
Funding Acquittal must be completed by:	<b>[XX/XX/20XX]</b>

If **You** wish to enter into this agreement, **You** should indicate **Your** acceptance by signing and dating this Agreement in the area provided and return one signed copy to:

Yorke Peninsula Council  
C/- Business and Economic Development Officer  
PO Box 57  
Maitland SA 5573

# YORKE PENINSULA COUNCIL

## Grant Agreement [insert reference number/name]

Once completed, this document forms an Agreement between the Yorke Peninsula Council and the Grant Recipient.

### Parties to this Agreement

#### The Grant Recipient

Full legal name of Grant Recipient	[insert details]
Legal entity type (e.g. individual, incorporated association, company, partnership etc.)	[insert details]
Trading or business name	[insert details]
Australian Business Number (ABN)	[insert details]
Registered for Goods and Services Tax (GST)?	[insert details]
Email	[insert details]
Phone	[insert details]

#### The Council

Is the Yorke Peninsula Council (ABN 82 179 825 615) of 8 Elizabeth Street, Maitland SA 5583.

### Background

The Council has agreed to enter this Agreement under which the Council will provide the Grant Recipient with [financial &/or non-financial] support for the purpose of assisting the Grant Recipient to undertake the associated Activity.

The Grant Recipient agrees to use the Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

### Scope of this Agreement

This Agreement represents the Parties' entire agreement in relation to each Grant provided under Council's Business Enhancement Program and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

# YORKE PENINSULA COUNCIL

## Grant Details [insert reference number/name]

[When completed, this section will contain all the information necessary for the completion of the Activity for which the Grant was provided, including any acquittal reports necessary for evaluation of the Grant.]

### A. Purpose of the Grant

[This will clearly set out the outcomes or operational objectives of the Grant. This will be a brief summary of the aims/objectives of the Grant and not the specific details of the Activity (which should appear at Item B). The purpose of the Grant will be consistent with the Business Enhancement Program guidelines issued by Council relating to the grant program.]

The purpose of the Grant is to [insert details of activity aims or objectives].

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Council and the Grant Recipient dated [insert date] [insert reference number/name].

The Grant is being provided as part of the Business Enhancement Program.

### B. Activity

[This will include a detailed description of the Activity linked to relevant key performance indicators. Whenever possible, this will be structured using 'milestones' - particularly if the Grant is to be paid in instalments or where the Grant Recipient will be required to provide any reporting of the Activity (whether performance or financial). The details of any reports required as part of the Activity will be included at Item E below. If required, this will include details of anything that is not part of the Activity and therefore not able to be covered by the expenditure of the Grant.]

[insert details]

### C. Duration of the Grant

The Activity starts on [insert date] and ends on [insert date], which is the **Completion Date**.

The Agreement ends on [insert date] when the Grant Recipient has provided all of the reports and repaid any Grant amount as required under this Agreement, which is the **Acquittal Date**.

Activity Schedule	
Milestone	Due Date
[insert event]	[insert date]
[insert event]	[insert date]
[insert event]	[insert date]

# YORKE PENINSULA COUNCIL

## D. Payment of the Grant

[This will describe the amount of the Grant, whether GST is payable on the Grant, the nominated bank account for the Grant payment(s), and timing of payment(s). Alternatively, if Council is paying a 3<sup>rd</sup> party, this will be shown here. As noted in item 'C. Duration of the Grant' above, if the Grant is going to be paid in instalments, these should be linked to the milestones used in the description of the Activity.]

The total amount of the Grant is **[insert amount]** (GST **[incl/excl]**).

GST **[is/ is not]** payable on the Grant.

The Grant Recipient must ensure that the Grant is held in an account in the Grant Recipients's name and which the Grant Recipient controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

The Grant Recipient's nominated bank account into which the Grant is to be paid is **[insert bank account details]**.

[If the grant amount is going to be paid in instalments, the following payment schedule will be used to specify the timing of payments. Milestones will be clearly linked with the description of the Activity in item 'B. Activity' above.]

The Grant will be paid in instalments by the Council upon completion of the agreed Milestones, and compliance by the Grant Recipient with its obligations under this Agreement.

**[insert any additional details]**

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
<b>[insert relevant event e.g. on signature of agreement or acceptance of progress report]</b>	<b>[insert date]</b>	<b>[\$[insert amount]]</b>	<b>[\$[insert amount]]</b>	<b>[\$[insert amount]]</b>
<b>Total Amount</b>		<b>[\$[insert amount]]</b>	<b>[\$[insert amount]]</b>	<b>[\$[insert amount]]</b>

## Invoicing

Each payment will be made following submission by the Grant Recipient of a correctly rendered invoice. To be correctly rendered, the invoice must meet the requirement of a tax invoice as set out in the *A New Tax System (Goods and Services Tax) Act 1999* and contain the following information:

- the date the invoice is issued;
- the name of the Grant Recipient;
- the name of this Agreement (Business Enhancement Program);
- the amount payable, with the GST amount (if applicable) shown separately;
- details of the Milestone to which the amount payable relates (if applicable); and
- it must be made out to:-

Yorke Peninsula Council  
PO Box 57  
Maitland SA 5573  
ABN 82179 825 615



## E. Reporting

[This section will clearly establish any reporting requirements that form part of the Activity e.g. progress/milestones reporting. This will include a description of what should be included in the report and when the reports are due.]

The Grant Recipient agrees to create the following reports in the form specified and to provide the reports to Council's Economic and Business Development Officer in accordance with the following:

**[insert details of reports required (e.g. milestone progress reports)]**

A template will be provided if progress or milestones reporting is required.

## F. Audit and acquittal

[Option 1 provides for a simple financial statement or statements that should be consistent with details of reports required at item 'E. Reporting' of the Grant Details. You should include Option 2 if you have included the requirement to have an independently audited financial acquittal report at item E. You should only include a reference to any Other Contributions if the Grantee is required to account for Other Contributions. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

The Grant Recipient agrees to complete an Acquittal Form as provided by the Council no later than **[insert date]**.

This Acquittal will provide Council with an assessment of the outcomes that this funding / support achieved in relation to item 'A. Purpose of the Grant' of the Grant Details and satisfactory completion of the Activity as shown in 'B. Activity'.

The Grant Recipient will also be required to provide evidence in relation to the income and expenses relating to the Grant, signed by the Grant Recipient verifying the Grant was spent in accordance with this Agreement.

**[insert the following if required]**

The Grant Recipient agrees to provide the Council with independently audited financial acquittal reports in relation to the income and expenses relating to the Grant verifying that the Grant was spent in accordance with this Agreement.

Independently audited financial acquittal reports must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
- (b) a certified Practising Accountant; or
- (c) a member of the National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

## G. Record Keeping

The Grant Recipient agrees to maintain the following records:

- (a) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grant Recipient's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported; and
- (c) *[insert other requirements]*

## H. Non-Conformance

Throughout the life of this Agreement, the Grant Recipient must:

- Comply with the terms of this Agreement; and
- Operate in accordance with relevant Yorke Peninsula Council policies and all other Commonwealth and State legislation.

If it is found that the Grant Recipient is in breach of this Agreement OR has not cooperated with the intent of the Business Enhancement Program:-

- this Agreement will be terminated and
- You agree to repay Council any or all of the grant funding provided.

## I. Acknowledgment of Funding

The Grant Recipient must acknowledge the Council's support in relation to the Activities supported as shown in 'B. Activity' in all promotional and advertising material by using either:

- logos of the Yorke Peninsula Council ; or
- the phrase "supported by the Yorke Peninsula Council's Business Enhancement Program".

## J. General

This Agreement cannot be amended or added to unless the amendment or addition is in writing and signed by both You and the Council.

You and the Council can communicate with each other in relation to this Agreement by telephone, fax, letter or email.

This offer of assistance remains open to you for a period of thirty (30) days from the date of this letter. If not accepted within thirty (30) days the offer will expire. Additionally, the drawdown of this assistance should occur within a period of one hundred and eighty (180) days from the date of this letter, otherwise this agreement will expire and a new submission for assistance will be necessary.

# YORKE PENINSULA COUNCIL

## Signatures

Executed as an agreement:

Grant Recipient:

<b>Full legal entity name of the Grant Recipient:</b>	<i>[insert name of the Grantee and any ABN]</i>
<b>Signatory Name: (print)</b>	.....
<b>Signature and date:</b>	.....
<b>Witness Name: (print)</b>	.....
<b>Signature and date:</b>	.....

Council:

<b>Signed for and on behalf of the Yorke Peninsula Council</b>	
<b>Name: (print)</b>	.....
<b>Position: (print)</b>	.....
<b>Signature and date:</b>	.....
<b>Witness Name: (print)</b>	.....
<b>Signature and date:</b>	.....