



WESTERN AUSTRALIA POLICE FORCE

STATE GRAFFITI COMMUNITY FUND TERMS AND CONDITIONS

Definitions

- The **grant recipient** is the applicant organisation to which the grant is made and whom these Terms and Conditions thereby bind.
- The **grant administrator** means the Grants Team, WA Police Force.

The grant, if approved, will be provided under the following terms and conditions. Please ensure these are read by the **grant recipient** before the Acceptance Form is signed.

I / we agree to the following terms and conditions:

1. The **Grant Agreement** comprises the Terms and Conditions document, a Letter of Offer (with attachments) from the Grants Team, WA Police Force, and an Acceptance Form signed by the **grant recipient**. The Letter of Offer may include additional terms and conditions specific to a particular grant approval.
2. Grant payments shall be made in accordance with a payment schedule contained in the **Grant Agreement**.
3. No grant monies may be provided to an organisation or sponsored organisation that has not fulfilled previous grant requirements, including acquittal reports and evaluations.
4. The grant must be used exclusively by the **grant recipient** and only for the delivery of the funded project in accordance with the details in the application form, the service specifications and the **Grant Agreement**.
5. No material change to the project or its implementation in accordance with the details on the application form (as may be varied by these Terms and Conditions and/or by any special conditions) may be made without prior consent from the **grant administrator**. A request to vary the project as funded should be made in writing by the **grant recipient** to the **grant administrator** before any such variation is applied.
6. The **grant recipient** will comply with any request for the **grant administrator's** appointed representative to examine the financial records relating to this grant and will provide full access to the organisation's books and all relevant records (including electronic data). The **grant recipient** will also answer all reasonable questions.
7. The project will comply with all Local, State and Commonwealth Government laws, regulations and by-laws applicable to the conduct of this project.
8. Nothing in this grant will create or imply the relationship of employer/employee or principal/agent or partnership between the **grant administrator** and the **grant recipient**.

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TERMS AND CONDITIONS (cont'd)

9. Budgets for salaries and administration items shall be determined on the basis of current costs and in accordance with relevant industrial awards or agreements, where they exist. Budgets for administrative expenditure must be itemised.
10. There the project is ongoing, all income arising from the conduct of the grant-funded project must be identified and applied to the project, unless otherwise agreed between the **grant recipient** and the **grant administrator** at the time of the initial approval of the grant.
11. Grant Administration
- The **grant recipient** will ensure that processes are put in place for the collection and recording of information/data relevant to the expected project outcomes and expenditure. This will assist in meeting the grant acquittal and evaluation requirements.
 - The **grant recipient** will immediately report any delays or problems encountered in the project to the **grant administrator**.
 - The **grant administrator** will monitor the project to ensure the requirements of the **grant agreement** are being met.

12. Grant Acquittal and Reporting

Failure to comply with the following acquittal and reporting requirements may jeopardise future grant funding opportunities.

The **grant recipient** must submit the final project reports to the **grant administrator**, within two (2) months of the end of the grant term (or as otherwise specified). These reports shall include:

- A financial acquittal statement, detailing the project's income and expenditure, which must be signed by the Chairperson, President, Chief Executive Officer or a formally delegated officer of the **grant recipient** and supported by:
 - ✓ relevant proof of expenditure, such as tax invoices displaying net amount expended; and
 - ✓ a cheque for any unspent grant funds made payable to the Commissioner of Police.
- A report evaluating the project's actual outcomes and the extent to which the expected outcomes were achieved including details of any problems/unsuccessful elements.
- Such other matters as may be specified in the conditions of the grant.

The above information will be used by the **grant administrator** to evaluate the overall effectiveness of the project.

13. Assets

- Any proposal to purchase major capital items must be stated and itemised in the grant proposal and will be subject to the approval of the Minister for Police.
- No approval of such equipment will be given after the commencement of the project.
- The **grant administrator** will determine disposal action for major capital items, as detailed in the 'Letter of Agreement'.
- If the organisation receiving the grant ceases to operate or no longer requires the capital item(s), all items purchased through the grant shall be disposed of in consultation with the **grant administrator**.

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14. Termination of the grant

A grant may be terminated if, in the opinion of the **grant administrator**, any of the following apply:

- the project is not being carried out to the satisfaction of **grant administrator**
- terms and conditions of the grant are breached
- any special conditions attached to the grant are breached
- the **grant recipient** fails to provide information concerning administrative or financial aspects of the project in response to a reasonable request.

15. If the **grant recipient** ceases carrying out the activities for which the grant was made or if the **grant administrator** terminates the arrangement on account of a breach or breaches of the Terms and Conditions, then the balance of the grant monies unspent must be repaid to the Commissioner of Police.

16. The WA Police Force will, as part of its accountability requirements and evidence-based approach to crime prevention, disclose the identity of grant recipients, project and grant details.

17. Unless otherwise advised by the **grant administrator**, the **grant recipient** shall ensure that materials produced, which involve the use of grant funds, display due acknowledgement of the WA Police Force and that formal public statements or printed material acknowledge the funding source. The **grant administrator** must approve any use of the WA Police Force logo before it is employed.

18. Duties of care have been considered by the **grant recipient** and appropriate action taken as it pertains to this project.

19. The grant recipient will make certain that all relevant checks are conducted prior to commencement of the project, for any individual or business involved in the delivery of the project.

20. Working with Children Checks will be conducted prior to commencement of the project for any individual, directly involved in the project, who will be working with children and / or young people.

21. The **grant recipient** will ensure that adequate insurance, to cover any insurance risk, will be taken out prior to commencement of the project.

22. If any contact indicated in the application form or subsequent advice, becomes unavailable at any time before the acquittal and assessment of this grant, the **grant recipient** will immediately advise the **grant administrator** in writing, with the name of an alternative/replacement contact.

23. Applicants need to provide a National Check for all artists involved in this project. Any artists who have convictions in the preceding five (5) years for offences under sections 444 or 445 of *The Criminal Code (WA)* or under section five (5) or section six (6) or seven (7) of the *Graffiti Vandalism Act 2016* are not eligible to participate in any urban art projects that are funded through the WA Police Force Crime Prevention Funds.

24. Government funding should be used to promote healthy lifestyle options. When requesting funding for food or catering, please note that funding will not be provided for takeaway items such as pizza, burgers, chips and soft drink. Funds spent on these items may need to be returned to the WA Police Force.