

Your reference: <Delete if not applicable>
Our reference: CTRAC No: <Delete if not applicable>

<Addressee>
<Position if applicable>
<Organisation>
<Address>
<SUBURB> <STATE> <POSTCODE>

Dear <addressee>

Letter of Offer
<Insert name of Service/Funding Program>

I refer to the letter from the Honourable <name of relevant Minister and Minister's Portfolio> dated <insert date> advising you that your funding application has been approved.

<Service Area may wish to insert funding specific information>
<Service area will need to delete irrelevant option>

Option 1- execution:

This Letter of Offer and the attached Conditions for Small Grants govern the provision of funding from the Department of Communities to You and outlines Your obligations with respect to the funding, including reporting requirements and how the funding may be used.

The funding will be paid to You as set out in the attached Conditions for Small Grants and subject to Your acceptance of the Conditions for Small Grants. To accept the funding on these terms and conditions, please execute both copies of this Letter of Offer and return one copy to <name of DOC contact>, <insert position>, Department of Communities, <insert postal address> within 20 business days of the date of this Letter of Offer. You should keep the other signed copy for your records.

OR

Option 2 no execution:

The payment of funding to You and Your use of the funding is subject to the conditions outlined in the attached Conditions for Small Grants.

Your acceptance of the funding from Us, will be deemed as Your acceptance of the attached Conditions for Small Grants in relation to the funding.

Please contact <insert name>, <insert position> on (07) XXXX XXXX if you have any queries concerning your funding or the Conditions for Small Grants.

Yours sincerely

<insert sign-off>

Signed on the < insert day> of <insert month> of 20 <insert year>

<If using option 1 insert the signature block below, if using Option 2 delete >

Signed by<name>, <position>
for and on behalf of <Insert name of Organisation>,
as its duly authorised officer.

.....
(Signature)

...../...../.....
(Date)

.....
(Name of Witness)

.....
(Signature of Witness)

Conditions for Small Grants

Parties: The State of Queensland (through the Department of Communities)

("We/Us")

The Organisation named in the Particulars

("You")

Particulars:

Organisation	<insert organisation name and ACN/ABN> <insert service name (if different to the organisation name)>
Approved Project/Service	< Insert purpose of funding as outlined in the funding approval letter>
Description of Project/Service	<Insert description of project/service required to be performed by the organisation, expanding on the purpose of funding identified above>
Target Group/Service Users	<insert the target group/service users of the services to be performed>
Activity/Output	<insert description or delete if not relevant>
Funding Program/Service Number	<Insert name of Funding Program> <Insert service number>
Approved Funding	<Insert amount>
Type of Funding	<One-off or annual>
Timing of Payment	<Insert when payment will be made and trigger for payment (if required)>
Performance Measures	<Insert quantitative and/or qualitative measures relating to the activity/output>
Reporting Requirements	<Insert any reports required. If there are no reporting requirements write "Nil">
Other requirements	<Insert any other requirements. If there are no other requirements write "Nil">
Commencement Date	<Insert date>
End Date	<Insert end date or if no specific end date insert the words "within twelve months of receipt of the Funding" >
Governing Act	<insert applicable Governing Act>
Chief Executive	means the Chief Executive under the Governing Act
Special Conditions	<Insert any other special conditions that may apply specific for the funding program. If none then write "Nil">

1 Your Obligations

- 1.1 You must spend the Approved Funding on the Approved Project only during the period starting on the Commencement Date and finishing on the End Date (the "Term").
- 1.2 You must keep accurate records and accounts of expenditure of the Approved Funding, in implementing the Approved Project and in achieving the Performance Measure.
- 1.3 You must provide Us with all reports as specified in the Reporting Requirements, in the form and the timeframes specified by Us.
- 1.4 You must comply with all relevant laws (including the Governing Act), these Conditions for Small Grants and any relevant guidelines notified by Us in relation to the Approved Funding in carrying out the Approved Project.
- 1.5 All variations to the Approved Project or these Conditions for Small Grants must be approved in writing by Us.
- 1.6 You must provide Us with all information we reasonably require in relation to the Approved Project and the acquittal of the Approved Funding. We may conduct audits of Your records and financial accounts in implementing the Approved Project.

2 Our Obligations

- 2.1 (a) Provided We are satisfied that You are complying with these Conditions of Small Grants, We will:
 - (i) provide Approved Funding to You as outlined in the Particulars of these Conditions for Small Grants; and
 - (ii) process Approved Funding payments in a timely, transparent, effective, efficient and accountable manner.

3 Acknowledgement

- 3.1 You must ensure that the Approved Funding is acknowledged in your annual report (if You produce an annual report) and promotional materials where the services and projects being promoted have been funded wholly or in part by Us during the Term.
- 3.2 Any acknowledgment in promotional material about the Services must use an acknowledgment logo which must be obtained from Us.
- 3.3 You must invite the Minister to attend and speak at significant public events, including but not limited to launches, openings, conferences and other ceremonies related to the Services.

4 Insurance and Indemnity

- 4.1 You must maintain public liability insurance for a sum of not less than \$10 million for any one event in respect of accidental death of or accidental bodily injury to persons, or accidental damage to property, arising out of or in the course of performing the Services, and give evidence of that insurance to Us on request.
- 4.2 You agree to release, indemnify and hold harmless the State, its employees and agents from and against any loss, damages, claims and costs arising from your non-compliance with these Conditions for Small Grants or any negligent act or omission or wilful misconduct by You, Your employees, contractors or agents.

5 Intellectual Property

- 5.1 Ownership of all intellectual property rights in all material You create pursuant to the Approved Project ("the Material") vests in You.
- 5.2 You grant to Us a perpetual, irrevocable, royalty-free, world wide and non-exclusive licence (including a right to sub-licence) to use, communicate, reproduce, publish, adapt, and modify, the Material for Our portfolio responsibilities.

6 Privacy and confidentiality

- 6.1 If You collect or have access to personal information in order to carry out Your obligations under these Conditions for Small Grants You must comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* in carrying out these obligations as if You were Us.
- 6.2 You must keep secure and not disclose to a third party, any of Our confidential information.
- 6.3 We may use and disclose to third parties Your general details and information concerning the Approved Project, to publicise Our funding arrangements.

7 GST

- 7.1 If You are registered for GST:
- (a) The Approved Funding specified in the Particulars is exclusive of GST;
 - (b) We must pay You the GST amount at the same time as paying You the Approved Funding;
 - (c) If You are registered for GST, You agree to allow Us to issue You with a Recipient Created Tax Invoices (RCTI) in respect of GST applicable to advances of the Approved Funding. The following requirements will apply for the duration of the Term:
 - (i) We can issue You with an RCTI in respect of the supplies;
 - (ii) You will not issue tax invoices in respect of the supplies for which We issue RCTIs;
 - (iii) You acknowledge that You are registered for GST when You enter into the agreement and You agree to notify Us if You cease to be registered; and
 - (iv) We acknowledge that We are registered for GST when We enter into the agreement and We agree to notify You if We cease to be registered for GST;
 - (d) By fulfilling all these conditions We will issue a RCTI upon each payment made to You for the Services for the duration of the Term;
 - (e) Both parties to this supply agree that they are parties to an RCTI agreement as outlined in GSTR 2000/10; and
 - (f) You agree to notify Us if You do not wish to accept the proposed agreement.
- 7.2 If You are not registered for GST We will issue You with an Advice of Payment for the Approved Funding.

8 Termination

- 8.1 You will be in breach of these Conditions for Small Grants and We may suspend or terminate the Approved Funding to You, following a show cause process, if:
- (a) You do not comply with any provision in these Conditions for Small Grants; or
 - (b) You become insolvent, enter into external administration, are wound up or in Our opinion, suffer financial distress which may have an adverse effect on your ability to complete the Approved Project.
- 8.2 If the Approved Funding is terminated, You must comply with the requirements specified in any notice given to You by Us, including any directions regarding the return of any unspent part of the Approved Funding.
- 8.3 Where We:
- (a) are required to cease the Approved Funding to You because of changes to the State budget or any guidelines or policies of the State or Commonwealth government; or
 - (b) determine that the needs of the Target Group/Service Users no longer justifies the Approved Funding; or
 - (c) determine that other persons are in greater need than the Target Group/Service Users,

even though You are not in default, We may exercise Our right, subject to the provisions of the Governing Act, to terminate the Approved Funding at any time by giving you a minimum of three months notice.

- 8.4 You may terminate the Approved Funding upon a minimum of three months notice to Us.
- 8.5 A notice to terminate by either party must contain reasons for the decision to terminate.
- 8.6 Where We terminate the Approved Funding under clause 8.3 We will consider, in our absolute discretion, the payment of reasonable exit costs, including but not limited to the payment of transitional arrangement costs for users of the Services.
- 8.7 Where funding under another agreement with You has been terminated by Us, We may terminate the Approved Funding, subject to the provisions of the Governing Act.

9 General

- 9.1 You must not assign or subcontract your rights and obligations in relation to the Approved Project, without Our prior written consent.
- 9.2 No rights under these Conditions for Small Grants will be waived except by notice in writing signed by each party.
- 9.3 The Approved Project is governed by the laws of the State of Queensland.
- 9.4 All notices under these Conditions for Small Grants must be in writing and may be delivered by hand, post, or fax to the other party, unless a specific mode of delivery is specified by either party.
- 9.5 If any provision of these Conditions for Small Grants is held to be illegal or unenforceable, the provision will be severed from these Conditions for Small Grants and the remaining provisions will govern the relationship of the parties.
- 9.6 Clauses 3, 4, 5 and 6 will survive termination of the Approved Funding.

10 Special Conditions

- 10.1 You agree to comply with any Special Conditions specified in the Particulars.