

Northern Territory of Australia

Short Form Grant Agreement: Solar for Multi Dwellings Grant Scheme Solar for Multi Dwellings Grant Scheme

For {Project title}

DETAILS

Grant Activity	{Project title}		
Us, We, Our (the Territory)	Northern Territory of Australia, care of its agency Department of Mining and Energy		
Our Contact Details	Contact name	{XXX}	
	Contact person position	{XXX}	
	Postal Address	GPO Box 3000 Darwin NT 0801	
	Telephone	{XXX}	
	Email	SustainableEnergy.DME@nt.gov.au	
You, Your (the Recipient)	The Proprietors - Units Plan No. {XX/XX}		
Your Contact Details	Contact name	{XXX}	
	Postal Address	{XXX}	
	Telephone	{XXX}	
	Email	{XXX}	
Grant Purpose	Purpose of the Grant Activity: {Project description}		
Grant	Grant Amount exclusive of GST {XXX,XXX}		
Payment Requirements	The Grant will be paid in accordance with the following table, provided that you are compliant with this Agreement.		
	Pmt No.	Anticipated Date	Payment Amount (excl GST)
	1.	{XX/XX/XXXX}	{XXX,XXX}

Reporting Requirements	Requirement	From	To	Due Date
	Funding Acquittal	{XX/XX/XXXX}	{XX/XX/XXXX}	{XX/XX/XXXX}
Acquittal Requirements	Requirement	From	To	Due Date
Grant Period	{XX/XX/XXXX} to {XX/XX/XXXX}			
Special Conditions:				

SAMPLE

TERMS AND CONDITIONS

1. Interpretation and Definitions

- 1.1 A word or phrase in this Agreement that is capitalised is a reference to that word or phrase in the first column of the Details at the start of this Agreement, or as otherwise defined in these terms.
- 1.2 No rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this document or any part of it.
- 1.3 The word “including” is not a word of limitation.

2. Acknowledgments

- 2.1 You acknowledge:
 - (a) and agree that this Agreement is, and is intended to be, legally binding;
 - (b) your failure to comply with this Agreement may be taken into consideration in any future grant applications and may result in you being excluded from consideration for subsequent or other funding;
 - (c) where you have an Australian Business Number (ABN), details of this grant may be provided by us to the Australian Taxation Office;
 - (d) and agree we may do anything in connection with this Agreement that may be required for compliance with our public accountability responsibilities, including legislative obligations under privacy and freedom of information laws and the *Independent Commissioner Against Corruption Act 2017* (NT) (“**ICAC Act**”); and
 - (e) you are a “public body” for the purposes of the ICAC Act with respect to the Grant and you are subject to mandatory obligations under that Act to report suspected improper conduct.

3. Special Conditions and Additional Conditions

- 3.1 You must comply with the Special Conditions (if any) and the Additional Conditions to the extent they have application to you or the Grant Activity.
- 3.2 To the extent of any inconsistency between the documents or parts comprising this Agreement, then the following order of precedence will apply:
 - (a) the Special Conditions;
 - (b) the Additional Conditions;
 - (c) these terms and conditions;
 - (d) the Details; and
 - (e) any other document incorporated by reference.

4. Grant of funding

- 4.1 We agree to pay you the Grant subject to the terms and conditions set out in this Agreement.
- 4.2 You must provide us with your Organisation’s bank account details and issue a tax invoice (or alternatively we may issue a recipient created tax invoice and you must not issue a tax invoice) before we are obliged to pay any amount under this Agreement.
- 4.3 The Grant must be held only in an account in your name at a bank, credit union or building society that is registered in Australia.

5. Use of the Grant

- 5.1 You must use the Grant (including any interest earned on the Grant) within the Grant Period (or such other period as is agreed to be us in writing) for the Grant Purpose and for no other purpose (unless and until a variation is approved by us in writing).
- 5.2 During the Grant Period, you may request a variation of the Grant Purpose, which request must be in writing, providing reasons for the proposed change and (if applicable) providing a budget for the varied purpose. Approval will be at our discretion and must be in writing.

6. Conduct of the Grant Activity

- 6.1 You must:
 - (a) carry out the Grant Purpose, including all tasks, activities, any project plan, budget and/or performance measures, and in a manner that meets the objectives;

- (b) carry out the Grant Activity diligently, effectively, in a professional manner to accepted industry standards, in accordance with this Agreement and consistent with the representations made in your grant application/proposal;
- (c) adequately resource the Grant Activity with appropriately qualified, competent, experienced and skilled personnel;
- (d) promptly comply with all of our reasonable requests or directions in respect of the Grant Activity;
- (e) if required by us, keep us fully informed as to the progress of the Grant Activity and the expenditure of the Grant; and
- (f) promptly advise us in writing of any relevant matters which might affect your ability to deliver or complete the Grant Activity or to meet any of your obligations under this Agreement.

7. Acknowledgement of Grant

- 7.1 You agree to acknowledge our contribution to the Grant Activity in all promotional, advertising or other publications (such as annual reports, newsletters, websites) by using our "Proudly supported by" logo.
- 7.2 We will provide you with the current version of the logo.
- 7.3 The logo must be reproduced only in the format provided and of equal size and prominence to your logo.
- 7.4 We reserve the right to limit and withdraw the use of our name and logo by you.

8. Records, Reporting, Acquittal and Audit

- 8.1 You must keep accurate financial records relating to the Grant so that at all times the use of the Grant is identifiable, ascertainable and substantiated.
- 8.2 You must comply with all Reporting Requirements and Acquittal Requirements by the specified Due Dates.
- 8.3 You authorise us to inspect and audit all of your records in connection with this Agreement and you agree to fully cooperate with us in that regard.
- 8.4 You authorise us to publish or otherwise report on the outcome of the Grant Activity.

9. Withholding funding

- 9.1 If in our reasonable opinion you have not complied with this Agreement in any material way we may, by notifying you in writing, withhold payment of all or any part of the Grant.

10. Unspent, Misused or Unacquitted Grant

- 10.1 If the Grant, or part of it, is not spent on the earlier of:
 - (a) the end of the Grant Period (and we have not agreed a variation); or
 - (b) termination of this Agreement,
 you must promptly return that part of the Grant that has not been spent to us.
- 10.2 If at any time we form the reasonable opinion that the Grant, or a part of it, has not been used in accordance with this Agreement or has not been acquitted by you to our reasonable satisfaction, then you must repay the Grant, or any part of it, as we require in any written notice we give you.

11. Conflict of Interest

- 11.1 For the purpose of this Agreement, "Conflict" means any matter, circumstance, interest, activity or other matter in connection with you, or your officers, employees, subcontractors, agents, advisors, volunteers and other personnel and their related entities, such as parent or subsidiary companies, directors, managers or other persons in a position of influence and their close relatives, which may or may reasonably be perceived to impair you or your personnel's ability to carry out any responsibilities or obligations under this Agreement diligently, independently and impartially.
- 11.2 You warrant that, at the date of signing this Agreement, to the best of your knowledge no Conflict exists or is likely to arise in connection with this Agreement.
- 11.3 If during the performance of this Agreement you become aware of a Conflict, you must immediately notify us and the steps you propose to take to resolve or deal with the Conflict. We may suspend your delivery of the Grant Activity and your use of the Grant until such time as the Conflict is resolved to our satisfaction.

12. Insurance

- 12.1 You must hold and maintain insurance policies in amounts sufficient to insure for your risks and liabilities in connection with this Agreement (such as public liability, accident or injury to your volunteers and employees,

plant and equipment, motor vehicle, loss, damage or theft of assets, travel) and provide us with written proof from your insurers when requested.

- 12.2 You are responsible for determining what types and levels of insurance are required to cover the Grant Activity and comply with this clause.

13. Risk & Indemnity

- 13.1 You agree to deliver each Grant Activity at your own risk and we are not liable:

- (a) to you or your personnel for any loss or damage you suffer or the injury or death of any person, howsoever occasioned; or
- (b) for the actual cost of the Grant Activity being greater than anticipated.

- 13.2 You indemnify us against all claims, proceedings or actions whatsoever brought or made against us and all losses, damages, costs or expenses we may sustain or incur howsoever arising, whether directly or indirectly in connection with this Agreement, except to the extent caused or contributed to by our negligent act or omission.

14. GST

- 14.1 Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* (Cwth) will have the meaning which it has in that Act.

- 14.2 You must pay all taxes, duties and government charges imposed or levied in connection with the performance of this Agreement, except as provided by this clause.

- 14.3 The Grant Amount is GST exclusive.

- 14.4 If you are not registered for GST, you warrant that you are not required to be registered for GST, and you must not charge GST.

- 14.5 If you are registered for GST or are required to be registered for GST and the Grant Amount is being provided in return for a Taxable Supply, we will pay you the GST Amount on provision of a tax invoice by you or a recipient created tax invoice ("RCTI") by us.

- 14.6 The parties acknowledge and agree that, prior to the Supplier (you) providing the Recipient (us) with a tax invoice for a supply as described in clause 14.5, we may (at our discretion) issue you with a RCTI and/or adjustment note in respect of the supply on the following terms and conditions, or otherwise in a format set out by the Australian Taxation Office:

- (a) both parties acknowledge that they are registered for GST when the RCTI is issued and the RCTI must show your Australian Business Number ("ABN");
- (b) you agree that we can issue tax invoices in respect of the supply within 28 days from the date of determining the value of the supply;
- (c) you will not issue tax invoices in respect of the supply;
- (d) you will notify us if you cease to be registered for GST purposes.

- 14.7 If the GST Amount differs from the amount of GST paid or payable, we must issue an appropriate recipient created adjustment note and pay you or you must pay us, as the case may be, any difference within 14 days.

- 14.8 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

- 14.9 If you become registered for GST or become required to be registered for GST, or you cease to be registered for GST, you must notify us within 7 days.

15. Intellectual Property

- 15.1 Intellectual property in material created by or on your behalf in the course of, or for the purpose of, the Grant Activity ("Agreement Material") vests in you.

- 15.2 You grant us a perpetual, irrevocable, royalty-free, non-exclusive licence to use, adapt, communicate, publish, reproduce, and sub-licence Agreement Material (including material that is incorporated in or supplied with that Agreement Material) for our governmental purposes.

- 15.3 Where the Agreement Material is a work that is primarily created for aesthetic appeal or artistic expression, the licence in clause 15.2 is limited to use promoting the purpose of the Grant Activity or promoting the Northern Territory Government or the Northern Territory.

16. Confidential Information and Privacy

- 16.1 The parties will not disclose each other's information that is marked as or is agreed to be confidential, or which should reasonably be assumed to be confidential, without prior written consent of the party whose information is to be disclosed unless required or permitted by law.
- 16.2 You agree to deal with all 'personal information' (as defined in the *Information Act 2002* (NT)) in connection with the Grant Activity in a manner that is consistent the Information Privacy Principles set out in that Act as if you were a public sector organisation.

17. Notices

- 17.1 All communications required to be given in writing in this Agreement must be given by registered post or by email to the relevant party's Contact Details. A communication sent by:
- (a) prepaid post is taken to be received on the 3rd business day after posting; and
 - (b) email is taken to have been received at 9.00 a.m. on the following business day, subject to no automated notification having been sent advising that the email was not delivered or the addressee is "out of office" or similar.

18. Debt Due and Payable

- 18.1 Without prejudice to any of our other rights under this Agreement, we may recover any amounts that you owe to us under this Agreement as a debt due and payable to us by you upon demand or set off the amount against future payments under this or any other agreement with you.

19. Intervening Event

- 19.1 You must notify us if you are unable to perform any part of your obligations under this Agreement due to a circumstance or event which could not reasonably have been foreseen by you and is caused by circumstances beyond your reasonable control (but does not include circumstances caused by acts or omissions of you, your officers, employees, subcontractors or agents) ("**Intervening Event**").
- 19.2 In the event of an Intervening Event, your performance under this Agreement and our obligation to pay shall be suspended for the period that the event continues and you will have a reasonable extension of time for performance of your obligations in the circumstances.

20. Disputes:

- 20.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have first tried and failed to resolve the dispute by negotiation and mediation. The procedure for dispute resolution does not apply to action relating to termination or urgent litigation or where a party unreasonably fails to participate in negotiation or mediation.

21. Termination

- 21.1 We may immediately terminate this Agreement by written notice to you if in our reasonable opinion:
- (a) you are no longer able or willing to complete the Grant Activity;
 - (b) you have a Conflict that cannot be resolved to our satisfaction or remains unresolved after a reasonable period of time;
 - (c) information provided to us by you contained materially incorrect, false or misleading information;
 - (d) you breach or otherwise fail to comply with this Agreement and you fail to remedy that breach within the period specified in our notice to you;
 - (e) an Intervening Event continues for more than 30 consecutive days; or
 - (f) you are insolvent or become subject to any form of external administration,
- and clause 10 will apply.

22. General

- 22.1 Survival: The expiry or earlier termination of this Agreement does not affect the continued operation of a clause that expressly or by its nature survives the termination or expiry of this Agreement.
- 22.2 No assignment: This Agreement is not assignable or transferrable without our written consent.
- 22.3 Variation: This Agreement may only be varied by an agreement in writing between the parties.
- 22.4 Warranties: You warrant that you are properly established and constituted at law and you have the power and authority to enter into this Agreement.

- 22.5 Compliance with laws: You agree to comply with all laws relevant to the Grant Activity and your obligations under this Agreement.
- 22.6 Entire Agreement: This Agreement constitutes the entire agreement between the parties in respect of the Grant.
- 22.7 Severance: If a court determines that a word, phrase, sentence, paragraph or provision in this Agreement is unenforceable, illegal or void then the rest of this Agreement continues in effect as if the invalid part were excluded.
- 22.8 Waiver: A waiver by a party of any right under this Agreement, including a failure to enforce an obligation or exercise a right, is not, and will not be deemed to be, a waiver of any other right of that party under this Agreement.
- 22.9 Governing law: This Agreement will be governed by and construed in accordance with the laws of the Northern Territory. The parties submit to the non-exclusive jurisdiction of the courts of the Northern Territory.
- 22.10 Execution: The parties agree that this Agreement may be executed in any number of counterparts, which may be signed using a digital signature and may be given to the other party by electronic means. Each signed counterpart when read together will be deemed to form one binding Agreement.
- 22.11 Legal costs: Each party must pay their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

EXECUTION PAGE

You agree that, before executing this Agreement you have read and understood all of the terms and conditions of this Agreement, you are fully aware of your rights, duties and obligations under this Agreement, and the persons signing are fully authorised to execute this Agreement to legally bind the Recipient.

Executed as an Agreement.

SIGNED by

(print name of delegate)

for and on behalf of the **NORTHERN TERRITORY OF AUSTRALIA** pursuant to a delegation under the *Contracts Act*

on the day of (Print Month and year) in the presence of:

.....
(Signature of Delegate)

.....
(Signature of Witness)

.....
(Name of Witness)

If Individual / Natural Person other than a sole trader

SIGNED by
(Print Name)

.....
(Signature)

on the
(Print Day in Words)

day of
(Print Month and year)

in the presence of
(Print Name of Witness)

.....
(Signature of Witness)

If Individual / Natural Person that is a sole trader

SIGNED by
(Print Individual's Name) (Signature)

Trading as
(Print Business/Trading Name)

on the day of
(Print Day in Words) (Print Month and year)

in the presence of
(Print Name of Witness) (Signature of Witness)

If Company/Corporation (default execution clause for all Corporations Act companies not executing with a common seal)

EXECUTED by [Print Legal Name]
in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*

on the day of
(Print Day in Words) (Print Month and year)

by
(Print Name of Director) (Signature of Director)

and
(Print Name of Director/Secretary) (Signature of Director/Secretary)

If Company/Corporation executing in accordance with its common seal

The COMMON SEAL of [Print Legal Name]
was hereto affixed

on the day of
(Print Day in Words) (Print Month and year)

in the presence of
(Print Name of Director) (Signature)

and
(Print Name of Director/Secretary) (Signature)

If Incorporated Association executing with its common seal

The COMMON SEAL of

..... [Print Legal Name]
was hereto affixed in accordance with its establishing legislation

.....
(Print Full Name of Act)

on the day of
(Print Day in Words) (Print Month and year)

in the presence of
(Print Name, Job Title) (Signature)
and
(Print Name, Job Title) (Signature)

If Incorporated Association executing in accordance with its constitution (no common seal)

SIGNED by
(Print Name of person signing) (Signature)

for and on behalf of[Print Legal Name]

in accordance with its constitution

on the day of
(Print Day in Words) (Print Month and year)

in the presence of
(Print Name of Witness) (Signature of Witness)

If Incorporated Association or statutory corporation executing in accordance with its establishing legislation (no common seal)

SIGNED by
(Print Name of person signing) (Signature)

for and on behalf of[Print Legal Name]

in accordance with its
establishing (Print Full Name of Act)
legislation

on the day of
(Print Day in Words) (Print Month and year)

in the presence of
(Print Name of Witness) (Signature of Witness)

If a Council established under the Local Government Act 2019

EXECUTED by an officer or person authorised to act on behalf of [Insert Council legal name]

in accordance with section 38 of the *Local Government Act 2019*

on the

.....
(Print Day in Words)

day of 20
(Print Month and year)

in the presence of

.....
(Print Name of Authorised Officer)

.....
(Signature of Authorised Officer)

and

.....
(Print Name of Authorised Officer)

.....
(Signature of Authorised Officer)

If a registered Aboriginal Corporation

EXECUTED by [Print Aboriginal Corporation Legal Name]

in accordance with section 99-5(1) of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth)

on the

.....
(Print Day in Words)

day of 20
(Print Month and year)

in the presence of

.....
(Print Name of Director)

.....
(Signature of Director)

and

.....
(Print Name of Director/Secretary)

.....
(Signature of Director/Secretary)

Additional Conditions

1. Subcontracting and Buy Local

- 1.1. If you engage subcontractors to carry out the Grant Activity (or any part of it) you must:
- (a) use your reasonable endeavours to engage enterprises operating in the Northern Territory, that have a permanent presence in the Northern Territory, and employ Northern Territory residents ("**Territory Enterprises**");
 - (b) conduct an appropriate competitive process inviting Territory Enterprises (and any other enterprises) to submit quotes or tenders, having due regard to probity;
 - (c) avoid conflicts of interest; and
 - (d) encourage subcontractors to engage Territory Enterprises to carry out subcontract work associated with the Grant Activity,
- and, if required by us, you must provide us with details of your compliance with this clause.
- 1.2. Subcontracting does not relieve you of any obligation or liability under this Agreement.
- 1.3. If you have not paid a subcontractor for its completed work on the Grant Activity, we may, in our absolute discretion, directly pay the subcontractor on your behalf and you will owe that amount to us.

2. Capital and Minor Works

- 2.1. This clause applies where the Grant Activity involves the acquisition, construction or improvement of structural assets or equipment, including building and construction of new facilities, extension to or upgrading of existing facilities, the purchasing, installation or upgrading of equipment, fixtures and fittings, general repairs and maintenance on existing facilities, equipment, fixtures and fittings ("**Works**").
- 2.2. You must:
- (a) ensure the Works are completed by the end of the Grant Period;
 - (b) ensure the Works are carried out diligently, effectively, in a proper and workmanlike manner, and in accordance with all applicable laws and Australian Standards;
 - (c) only engage contractors who are appropriately qualified, skilled and experienced;
 - (d) unless you have our prior written consent, only engage contractors and personnel with respect to the Works that do not have a Conflict; and
 - (e) ensure that you, your employees and your contractors, comply with all requirements of the work health and safety legislation applicable to such Works, including legislation relating to asbestos.
- 2.3. You warrant that:
- (a) you have the right to undertake the Works at the site at which the Works will be carried out, and you have obtained any consents, approvals, agreements, authorisations or permissions of the owner and/or lessee of that site; and
 - (b) the site at which the Works will be carried out is, and will at all times be, fit for the purposes of carrying out the Grant Activity and the Works.

3. Registered Training Organisations

- 3.1. If you are a registered training organisation, you must maintain registration in accordance with, and comply with the requirements of, the *National Vocational Education and Training Regulator Act 2011* (Cth) and the VET Quality Framework.

4. Auspiced bodies

- 4.1. If you are the administering body of the Grant for another organisation (such as an unincorporated association):
- (a) prior to disbursing the Grant Amount to that organisation, you must first ensure we are aware of, and have agreed to, your grant administration arrangement for that organisation; and
 - (b) you are not relieved of any of your obligations under this Agreement.

5. Assets

- 5.1. For the purpose of this clause, "**Asset**" means any item of property that has been created, acquired or leased wholly or in part with the Grant Amount, or that we otherwise provide to you for a Grant Activity, but does not include consumable items.
- 5.2. You must first obtain our written consent before using the Grant Amount to acquire an Asset valued at \$10,000 or more. Our consent is already granted for any Asset expressly described in the Details.
- 5.3. The Asset must be used primarily for the Grant Activity and you must:
 - (a) own the Asset in your name and, if the Asset is capable of being registered, register it in your own name;
 - (b) hold the Asset securely and safeguard it against theft, loss, damage and unauthorised use;
 - (c) maintain the Asset in good working order; and
 - (d) maintain, and provided to us on request, a register of Assets including date of acquisition, price, description and location.
- 5.4. You must seek our prior written consent before disposing of an Asset and we may direct you to sell for the best price reasonably obtainable (and retain for an approved purpose, or pay to us, some or all of the sale price) or otherwise dispose of the Asset, including transferring the Asset to a third party.
- 5.5. If you dispose of an Asset without our prior written consent, we may by written notice require you to repay that part of the Grant Amount we contributed to the acquisition cost of the Asset.