

| | |
|---------------------------|-----|
| Organisation Name: | XXX |
| Agreement ID: | XXX |

**On-Funding Funding Agreement
between
Volunteer Centre of Western
Australia Inc. (Volunteering WA)
and
Grant Recipient**

Volunteering WA respectfully acknowledges the Traditional Owners of country across Western Australia in which we live and share. We also acknowledge the ongoing contribution of and pay our respects to Elders past and present.

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Grant Agreement

Once completed, this document, together with the Grant Opportunity Guidelines, forms an Agreement between VOLUNTEERING WA and the Grantee.

Parties to this Agreement

The Grantee

| | |
|--|--|
| Full legal name of Grantee | |
| Legal entity type (e.g. individual, incorporated association, company, partnership etc) | |
| Trading or business name | |
| Australian Business Number (ABN) | |
| Organisation Address | |
| Name of contact for Grantee | |
| Contact Telephone | |
| Contact Email | |

VOLUNTEERING WA

VOLUNTEERING WA

Address Left 1, 3 Loftus St, West Leederville, 6007

ABN: 4 028 468 144

Background

VOLUNTEERING WA has agreed to enter into this Agreement under which VOLUNTEERING WA will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

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

Scope of this Agreement

This Agreement comprises:

- a) this document
- b) the Grant Opportunity Guidelines
- c) the Child Safety Statement of Compliance Form
- d) the Final Report Template
- e) the Financial Acquittal Template

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it 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.

SAMPLE

Grant Details

A. Purpose of the Grant

The purpose of the Grant is to:

Support the social and economic participation of vulnerable and disadvantaged people by strengthening volunteering through capability and capacity building and supporting alignment with the National Strategy for Volunteering and the National Standards for Volunteer Involvement. Grant activities to be carried out by community organisations will include reducing barriers to volunteering and enabling best practice volunteer recruitment and management that increases and supports participation in volunteering.

This Grant is being provided under, and these Grant Details form part of, the Agreement between VOLUNTEERING WA and the Grantee.

The Grant is being provided as part of the Volunteering and Community Connectedness program.

Activity Title: Strong and Resilient Communities (SARC) – Community Support – Small Grants for Volunteer Involving Organisations

ACTIVITY ID: 4-JS0WETI

B. Activity

Objectives

The objectives are to build volunteer management capability within organisations to uplift volunteer capability, including knowledge, skills and volunteer numbers, and to support alignment with the strategic objectives of the [National Strategy for Volunteering 2023 - 2033](#) and the [National Standards for Volunteer Involvement](#) in organisations that support:

- young people 12 to 18 years who are disengaged, or at risk of disengaging, from education to reconnect with their community, school, training and/or employment;
- people with disabilities and/or mental health conditions to participate in the community, and work towards becoming or remaining independent and engaged in the economy and/or society;
- women who experience, or are at risk of experiencing isolation or discrimination to participate in the community and/or economy and increase their self-agency; and

- people who are unemployed to increase participation in their community and/or increase their capacity to engage in employment, training, or existing employment services.

Outcomes

The intended outcomes of the grant are to increase the capability and capacity for volunteer involving organisations to uplift volunteer capability, including volunteer knowledge, skills and volunteer numbers to support:

- increased social, civic and economic participation;
- reduced levels of social isolation/increased sense of belonging in communities;
- people are self-reliant, empowered and experience improved sense of wellbeing;
- people are engaged in education, training and work-ready services and activities;
- people have improved work skills and increased opportunities for paid work;
- people engage with and sustain engagement with community services and activities; and
- people have improved connections and linkages to services that further support their increased social, civic, and economic participation.

Performance Indicators

The performance indicators will be outlined in the reporting template.

C. Duration of the Grant

The **Activity Start Date** is 29 November 2024 and ends on 30 May 2025, which is the **Activity Completion Date**.

The Agreement ends on 16 June 2025 or when the VOLUNTEERING WA accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under the Agreement, which is the **Agreement End Date**.

D. Payment of the Grant

The total amount of the Grant is [\$10,000-\$20,000] excluding GST (if applicable).

A break down by Financial Year is below:

| Financial Year | Amount (excl. GST if applicable) |
|----------------|----------------------------------|
| 2024-2025 | \$ |

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

The Grantee’s nominated bank account into which the Grant is to be paid is:

| | |
|------------------------------|-----|
| BSB Number | XXX |
| Financial Institution | XXX |
| Account Number | XXX |
| Account Name | XXX |

The Grant will be paid in full by VOLUNTEERING WA in compliance by the Grantee with its obligations under this Agreement.

VOLUNTEERING WA has the right to recover Funds that have been overpaid to, incorrectly claimed or spent by, or are not required by, the Grantee.

E. Reporting and Acquittal

The Grantee agrees to provide VOLUNTEERING WA with the information needed to comply with their reporting and other requirements under this Agreement, as specified in the table below.

| Milestone | Information to be included | Due Date |
|------------------------------------|---|------------------|
| Child Safe Statement of Compliance | The Grantee must complete the Child Safe Statement of Compliance form | 29 November 2024 |
| Final Report | Using the Final Report Template provided, the Grantee must submit a Final Report which includes: <ul style="list-style-type: none"> • Description of the Activities undertaken and findings from those activities; • Explanation of the approach and methodology adopted • Discussion of the outcomes and findings of the on-funded activity | 16 June 2025 |

| | | |
|----------------------------|---|--------------|
| | and any lessons learned and refinements that could be adopted to achieve better results in the future | |
| Financial Acquittal Report | Using the Financial Acquittal Report Template provided, the Grantee must submit a Financial Acquittal Report from Activity Start Date to 30 June 2025. If relevant, the Grantee must include the statement in the details of any unspent on-funding. | 16 June 2025 |

The Grantee is required to keep records regarding its performance of the actions arising out of the on-funding funding Agreement and expenditure of funds for five years after the Activity Completion Date.

E.2 Final Report

The Grantee is required to report against any performance measures using the Final Report Template by 16 June 2025.

E.3 Financial Acquittal Reports

Non-Audited Financial Acquittal Report

The Grantee is required to provide a non-audited financial acquittal report for each financial year funded under this Grant Agreement covering the Activity/ies in this Schedule, using the Financial Acquittal Report Template attached.

A non-audited financial acquittal report is an income and expenditure statement from the Grantee stating that the Grant funding was spent to perform the Activity/ies as set out in the Grant Agreement. If relevant, the Grantee must include in the Financial Acquittal Report the details of any unspent funds.

Non-audited financial acquittals must be certified by the Board, Chief Executive Officer or an authorised officer of the Grantee.

The Grantee must provide for up to five years after the funds were provided:

- i. a Statutory Declaration stating how the funds were spent; or

- ii. original financial reports, receipts or other documents, which account for the expenditure of the funds unless otherwise specified in the On-Funding Agreement requirements

E.4 Child Safety Compliance Statement

Child Safe Statement of Compliance

The Child Safe Statement of Compliance is an annual Statement made by the Grantee's organisation. The Grantee's statement confirms that the Grantee has delivered the Activity consistent with the Child Safe Terms and Conditions at clause w. ii) of the Terms and Conditions below, and can be completed using either the G8A or CB9 Child Safe Statement of Compliance form attached. The period of compliance is for 29 November 2024 to 31 May 2025.

E.5 Acknowledgement of Funding

The Grantee will acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The following statement will be used to acknowledge the Commonwealth's support:

"This project/ activity is funded by the Australian Government Department of Social Services."

Terms and Conditions

Please note these Terms and Conditions are legalese, however, are a requirement of Departmental funding. If a funded organisation requires further explanation on any of the below terms and conditions, please make contact with VOLUNTEERING WA.

- a. The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:
 - a. the granting or withholding of any approval or the exercise or non-exercise of any right by the Volunteering Peak Body; or
 - b. any payment to, or withholding of any payment from, the Grantee under this Agreement.
- b. The provisions of this on-funding funding agreement give effect to, and are not inconsistent with, the requirements of the VOLUNTEERING WA's Agreement with the Commonwealth; The Grantee that signs this on-funding funding agreement is the Grantee that is performing the actions arising out of the on-funding funding agreement;
- c. The Grantee acknowledges that it is not the VOLUNTEERING WA's legal agent; The funding provided under this agreement must only be used for the purpose of

- performing the actions described in, and arising out of, this agreement and for no other purpose;
- d. 100 per cent of the grant will be paid to the Grantee by VOLUNTEERING WA on execution of the grant agreement;
 - e. VOLUNTEERING WA reserves the right to withhold a payment of Funds or terminate this agreement if a milestone is not completed to VOLUNTEERING WA's satisfaction or the grantee is in breach of the on-funding funding agreement;
 - f. A notice under clause (e) will contain the reasons for any action taken under clause (e) and, where relevant, the steps the Grantee can take to address those reasons.
 - a. VOLUNTEERING WA will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause (e) to the Commonwealth's reasonable satisfaction.
 - g. all activities and actions in this agreement must be completed on or before 30 June 2025 and related documentation completed by the due dates outlined under Section E.;
 - h. grantees are required to keep records regarding their performance of the actions arising out of this agreement and expenditure of Funds for five years;
 - i. grantees are required to provide a non-audited financial acquittal report for this agreement. A non-audited financial acquittal report is an income and expenditure statement from the grant recipient stating that grant funding was spent to perform the Activities as set out in this funding agreement. If relevant, the grantee must include the statement in the details of any unspent on-funding. Non-audited financial acquittals must be certified by the Board, Chief Executive Officer or authorised office of the organisation;
 - j. VOLUNTEERING WA reserves the right to recover Funds that have been overpaid to, incorrectly claimed or spent by, or are not required by, a grantee;
 - k. grantees are required to provide the VOLUNTEERING WA with the information VOLUNTEERING WA needs to comply with VOLUNTEERING WA's reporting and other requirements under this Agreement, including requiring each grantee to provide VOLUNTEERING WA with a final report for the on-funding that the on-funded grantee received. The grantee's final report must include:
 - i. Description of the On-Funded Activities undertaken and findings from those On-Funded Activities;
 - ii. Explanation of the approach and methodology adopted for the on-funding;
 - iii. Discussion of the outcomes and findings of the on-funding and any lessons learned and refinements that could be adopted to achieve better results in the future; and
 - iv. Certification that the amount of on-funding received and spent by the on-funded grantee under the on-funding funding agreement was used in accordance with the on-funding funding agreement; and
 - l. the Grantee is required to repay VOLUNTEERING WA any on-funding provided under an on-funding funding agreement that it has not spent on the On-Funded Activities in accordance with its on-funding funding agreement, within 10 Business Days after the completion date specified in the on-funding funding agreement

(which must be on or before 30 June 2025), or the earlier termination of the on-funding funding agreement, and for interest to accrue on any amount that is not repaid by that date;

- m. the Grantee is required to cooperate with VOLUNTEERING WA, and provide VOLUNTEERING WA with any other information that VOLUNTEERING WA reasonably requires, regarding the actions arising out this agreement;
- n. the Grantee is required to consent to the disclosure of personal information to the Commonwealth;
- o. neither the Grantee nor VOLUNTEERING WA can claim the funding amount, actions arising out of this agreement or the Final Report as its confidential information;
- p. The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without VOLUNTEERING WA's prior written approval
- q. The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The form of acknowledgement that the Grantee is to use is outlined in section E.5
- r. Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.
 - a. A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.
- s. Other than those which have already been disclosed to VOLUNTEERING WA, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation to the Activity.
- t. If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:
 - a. notify VOLUNTEERING WA promptly and make full disclosure of all relevant information relating to the conflict; and
 - b. take any steps VOLUNTEERING WA reasonably requires to resolve or otherwise deal with that conflict.
- u. The Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.
- v. This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
 - a. The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes. This licence does not apply to Activity Material.

- b. When dealing with Personal Information in carrying out the Activity, the Grantee agrees:
 - i. to comply with the requirements of the Privacy Act 1988 (Cth);
 - ii. not to do anything which, if done by VOLUNTEERING WA, would be a breach of an Australian Privacy Principle;
 - iii. to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the Privacy Act 1988 (Cth) and the Grantee's obligations under this clause; and to immediately notify VOLUNTEERING WA if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.
 - iv. In carrying out the Activity, the Grantee agrees not to send any Personal Information outside Australia without VOLUNTEERING WA's prior written approval. VOLUNTEERING WA may impose any conditions it considers appropriate when giving its approval.
- w. To the extent that On-Funded Activities in the on-funding funding agreement may involve the on-funded grantee working with vulnerable persons, the Grantee must abide by:
 - i. Vulnerable Persons
 - a. Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:
 - a. obtain a Police Check for that person;
 - b. confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
 - c. comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause remain current for the duration of their involvement in the Activity.
 - b. The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:
 - a. a Serious Record; or
 - b. a Criminal or Court Record and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.
 - c. In undertaking a risk assessment under clause w.ii), the Grantee must have regard to:

- a. the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
 - b. whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
 - c. the length of time that has passed since the person's charge or conviction and his or her record since that time;
 - d. the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
 - e. any other relevant matter, and must ensure it fully documents the conduct and outcome of the risk assessment.
- d. The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.
 - e. If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:
 - f. charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
 - g. convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

ii. **Child Safety**

The Grantee is obliged to provide to VOLUNTEERING WA a Child Safe Statement of Compliance. The Child Safe Statement of Compliance is an annual Statement made by the on-funded grantee's organisation.

If a proposed activity involves interaction with children applicants must comply with the Australian Government's Child Safety obligations.

At a minimum applicants must, in delivering the proposed activity, be compliant with all relevant state, territory and Commonwealth law relating to employment or engagement of Child-Related Personnel. Where the activity involves planned interactions with children grantees must also apply the National Principles for Child Safe Organisations, undertake an annual risk assessment of child safety and provide child safe training and education for staff.

Details on the specific child safe eligibility criteria can be found on the [Child Safety for DSS grants^{\[1\]}](#) webpage and the supporting [Frequently Asked Questions for DSS grantees^{\[2\]}](#).

- x. the Grantee is required to have and maintain adequate insurance for the actions arising out of the on-funding funding agreement (which covers claims made during and after the end of the on-funding funding agreement);
- y. VOLUNTEERING WA may immediately terminate the on-funding funding agreement if the Commonwealth terminates the Strong and Resilient Communities – Community Support – Small Grants for Volunteer Involving Organisations grant agreement.
- z. the above terms and conditions will survive the termination or expiry of the on-funding funding agreement.

Party representatives and address for notices

Grantee's representative and email address

| | |
|--------------------------------------|-----|
| Grantee's representative name | XXX |
| Position | XXX |
| Business hours telephone | XXX |
| E-mail | XXX |

VOLUNTEERING WA representative and email address

| | |
|--|-----|
| VOLUNTEERING WA representative name | XXX |
| Business hours telephone | XXX |
| E-mail | XXX |

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Disclaimer and explanatory notes

Disclaimer

By executing this Agreement, the Grantee agrees that it has read and accepted this disclaimer, including the explanatory notes on how to duly execute this Agreement. The

^[1] <https://www.dss.gov.au/doing-business-with-dss/child-safety-for-dss-grants>

^[2] <https://www.dss.gov.au/doing-business-with-dss-child-safety-for-dss-grants/frequently-asked-questions-for-dss-grantees>

Grantee warrants that the identity of the Grantee and its authorised representative have been verified, that the person signing has legal capacity and authority to enter into this Agreement on behalf of the Grantee organisation, and the person signing is doing so in accordance with all legal instruments that apply to that person and/or the Grantee being the legal entity represented. The Grantee acknowledges and confirms that it is not the legal agent of the Commonwealth or VOLUNTEERING WA.

Explanatory Notes

- If you are an **individual**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **partnership**, the signatory must be all partners, or one partner with the authority to sign on behalf of all partners receiving the grant. You should be prepared to provide evidence of this authorisation upon request.
- If you are a **proprietary company incorporated under the Corporations Act 2001 (Cth)**, the signatory must be the sole director and company secretary, as required under section 127 of the Corporations Act 2001 (Cth). If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary acting as a witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company incorporated under the Corporations Act 2001 (Cth)**, the signatories must be two directors, or one director and one company secretary, as required under section 127 of the Corporations Act 2001 (Cth). If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary acting as a witness, or if your company has only one director – that director and a suitable witness, (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)** (CATSI Act), the signatories must be two directors, one director and one company secretary, or if your company has only one director – that director, as required under section 99-5 of the CATSI Act. If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary, or if your company has only one director – that director. For execution by company seal, you must download, print and sign the agreement in wet-ink.

- If you are an **individual trustee of a trust**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date). You must sign in your capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.
- If you are a **corporate trustee of a trust**, the signatory must be the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, as required under section 127 of the Corporations Act 2001 (Cth). If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, acting as witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink. The company must sign in its capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.
- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).

Signatures

| | |
|---------------------------|-----|
| Organisation Name: | XXX |
| Agreement ID: | XXX |

Executed as an Agreement

Signed for and on behalf of VOLUNTEERING WA by the relevant Delegate, ABN xxxxxxx in the presence of:

| | |
|--|---|
| _____ | _____ |
| (Name of VOLUNTEERING WA Representative) | (Signature of VOLUNTEERING WA Representative) |
| _____ |/...../..... |
| (Position of VOLUNTEERING WA Representative) | |
| _____ | _____ |
| (Name of Witness in full) | (Signature of Witness) |
| |/...../..... |

Signed for and on behalf of Grantee, ABN xxxxx in accordance with its rules, and who warrants they are authorised to sign this Agreement:

| | |
|--|---|
| _____ | _____ |
| (Name and position held by Signatory) | (Signature) |
| |/...../..... |
| _____ | _____ |
| (Name and position held by second Signatory/Name of Witness) | (Signature of second Signatory/Witness) |
| |/...../..... |