

Particulars

(The Stay Connected Fund Service Provision)

Version 2.0

THE PARTIES

STATE OF QUEENSLAND, through the Department of Communities, Housing and Digital Economy

and

Funded Organisation	«Funded_Organisation»
ABN/ACN	«ABNACN»
Agreement number	«SCFR1 000»

1. IMPORTANT INFORMATION

(a) These Particulars must be read together with the Terms and Conditions.

2. IMPORTANT DATES

Services Start Date*	«Start_date»
Agreement Expiry Date	«End_date»

**Note: The Services Start Date is relevant to when payments of the Funding will start and when You must start delivery of the services. See 'Timing of Payments' in item 3 and the 'Special Conditions' in item 8.*

3. FUNDING

Funding stream	The Stay Connected Fund
Total Funding under Agreement (GST excl)	«Funding_amount»
Timing of Payments	<p>Payment instalments with Financial and Performance Measurement Data</p> <p>The first instalment will be paid within 1 month after this Funding Agreement is executed. Provided that You are up-to-date with the Reporting Requirements, each instalment will be paid to You within 1 month after You have submitted all data, statements and reports that You are required to submit as specified in item 7.</p> <p>One-off Funding</p> <p>One-off Funding will be paid to You in a single instalment, within 28 days after the Services Start Date.</p>

4. FUNDED PURPOSE

The Funded Purpose is the delivery of the Services specified at item 5 and the purchase of Assets specified at item 6.

5. SERVICES TO BE DELIVERED

You must deliver the below specified Services for the Stay Connected Fund.

You will «Services_list».

You will engage the Department of Communities, Housing and Digital Economy's specialised housing and support hub for older women in a centralised Brisbane (the Hub) as part of the Housing Options for Older Women initiative. This will include extending the reach of the Hub into local communities by facilitating referrals and access to the Hub for support, making information and resources from the Hub available to older women in their community and advertising local events and services funded by the Stay Connected Fund on the Hub website. Hub services will be available in person, by phone, digitally and through outreach.

You will also ensure your organisation complies with all current Queensland Health directives and advice and national requirements associated with the COVID-19 pandemic (please refer to <https://www.covid19.qld.gov.au/>).

If there is an inconsistency between Your application and this item then this item prevails to the extent of the inconsistency. For clarity, where this item 5 or Your application indicates that something will be done or is proposed to be done, You must do the thing even if the word 'must' is not used or the passive voice is used.

6. ASSETS TO BE PURCHASED WITH THE FUNDING

Not applicable.

7. REPORTING REQUIREMENTS

This item sets out the Reporting Requirements for the Funding, which must be met to Our satisfaction.

	Reporting period and due date	Details and standard of reporting	Lodgement
Performance Report	Performance report submitted within 21 days of «Report_Date_1» and «Report_Date_2».	<p>You must complete and submit «Number of reports» Performance Reports in a format to be provided by Us.</p> <p>The Performance Reports will contain at least the following information in relation to the funding under the Stay Connected Fund:</p> <p>«Insert reporting requirements pertinent to the Stay Connected Fund proposal»</p> <p>You must provide other information related to Your Services as may reasonably be requested by Us within 7 days of being requested to do so in writing and in the form or system as provided by Us from time to time.</p>	To be advised by Us
Financial Acquittal	Financial Acquittal submitted within 21 days of full expenditure of funds or «Acquittal_Date	<p>You must complete and submit the form titled <i>Financial Acquittal</i> to be provided by Us.</p> <p>You must provide an acquittal statement in relation to the expenditure of the Funding. Financial Acquittal must:</p>	To be advised by Us

	», whichever is sooner.	<p>a. Provide evidence of all expenditure on Services and where applicable Assets; and</p> <p>b. Be signed and certified as correct by two members of Your executive or management committee responsible for the Services provided with the Funding.</p>	
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8. SPECIAL CONDITIONS AND OTHER MATTERS

Not applicable.

9. NOTICE DETAILS

You

Your contact officer	«Contact_Officer_Name», «Contact_Officer_Position»
Street Address	«Street_Address», «Suburb» «State» «Post_Code»
Postal address	«Postal_Address» «Postal_Suburb» «Postal_State» «Post_Code2»
Telephone number	07 «Telephone_Number»
E-mail address	«Applicant_email»

Us

Our contact officer	«DCHDE_Contact_Officer_Name»
Postal address	«DCHDE_Address», «DCHDE_Suburb» «DCHDE_State» «DCHDE_Post_Code»
Telephone number	07 «DCHDE_Telephone_Number»
E-mail address	«DCHDE_Email»

EXECUTED as an Agreement

SIGNED for and on behalf of **STATE OF QUEENSLAND**,
acting through the Department of Communities, Housing
and Digital Economy by:

.....
(name)

.....
(title)

a duly authorised person, in the presence of:

.....
(signature of witness)

.....
(name of witness)

.....
(signature)

[for a company:]

EXECUTED AS AN AGREEMENT by
the **FUNDED ORGANISATION**
in accordance with section 127 of the
Corporations Act 2001 (Cth) by

..... (name)
a director and

..... (name)
a director / the secretary

)
)
).....
) (signature of director)
)
).....
) (signature of director/secretary)
)
)
) / /
) (date)

[for an incorporated association:]

SIGNED on behalf of
the **FUNDED ORGANISATION**
by the following persons acting under the
express authority of the management committee

..... (name)
authorised person and

..... (name)
authorised person

)
)
).....
) (signature of authorised person)
)
).....
) (signature of authorised person)
)
)
) / /
) (date)

Terms and conditions

1 Terminology

1.1 Except where specifically defined in these terms and conditions, capitalised terms (like 'Funding') correspond to items in the Particulars.

1.2 References to:

'Assets' means the property set out in item 6 of the Particulars;

'Governing Act' means the *Community Services Act 2007* (Qld);

'Services' means the services set out in item 5 of the Particulars;

'We', 'Us' or 'Our' mean the State of Queensland acting through the Department of Communities, Housing and Digital Economy or other body, agency or person giving the Funding (including its Chief Executive), as specified in the Particulars or any other department or agency of the Queensland Government responsible for the administration of the Agreement; and

'You' and related parts of speech mean the Funded Organisation.

'Ethical Supplier Threshold' means the Ethical Supplier Threshold described in paragraph 2.3 of the Queensland Procurement Policy.

'Government Department or Instrumentality' means any governmental regulator, including Work Health Safety Queensland, the Queensland Building and Construction Commission, the Fair Work Commission and the Australian Building and Construction Commission.

2 Agreement

2.1 An Agreement (**'Agreement'**) will come into existence between You and Us, comprised of the Particulars and these Terms and Conditions (and including any Departures from these Terms and Conditions identified in the Particulars), or the earlier of when:

(a) You accept the Funding provided by Us; or

(b) when both parties have signed this Agreement.

2.2 If the Agreement requires You to comply with, meet or have regard to a document, specification, guideline, policy, standard, framework or scheme:

(a) We may, from time to time, issue or approve a new version of it;

(b) We will notify You about any new version and the date that it is to take effect from;

(c) the new version will apply for the purposes of the Agreement from that date, provided that this will not limit or affect any right of action or remedy that has accrued as at that date.

3 Funding

3.1 We will provide the Funding to You in the instalments and manner specified in the Particulars.

3.2 The Funding is subject to the terms of the Governing Act and any regulation made under it.

3.3 We may withhold the Funding until You:

(a) submit any outstanding reports or provide any outstanding information required under the Reporting Requirements; and

(b) perform any obligations due to be performed before the payment is to be made.

3.4 You must use the Funding only for the Funded Purpose, unless otherwise approved by Us in writing.

3.5 Our obligation to provide the Funding to You will stop at the Services Funding Expiry Date or earlier termination of the Agreement.

3.6 If there is any unspent Funding, We may:

(a) authorise You in writing to spend some or all of that Funding for an approved purpose; or

(b) require You to refund any unspent Funding remaining at the Services Funding Expiry Date or earlier termination of this Agreement, which will constitute a debt due and owing to Us.

3.7 You must ensure that the Funding is acknowledged in Your annual report (if You produce an annual report) and promotional materials relating to the Funded Purpose. If We or You request it, any acknowledgement in promotional material about the Funded Purpose must use an acknowledgement logo which You must obtain from Us. Any application of the logo

must be submitted to the Department for review and endorsement.

4 Funded Purpose

4.1 You agree to undertake the Funded Purpose in accordance with this Agreement.

4.2 In undertaking the Funded Purpose You must:

- (a) exercise reasonable diligence, care and skill;
- (b) provide any information relating to the Funded Purpose requested by Us;
- (c) achieve the Funded Purpose aims and outcomes;
- (d) notify Us of any breach of these terms or any matter that may affect the performance of the Funded Purpose;
- (e) comply with all relevant laws and regulations, including the Governing Act; and
- (f) comply with any policies or guidelines, as notified by Us to You from time to time.

4.3 If the Funded Purpose is, or includes, delivery of Services, You must start delivering the Services from the Services Start Date and continue delivering the Services until the Services Funding Expiry Date.

4.4 If the Funded Purpose is, or includes, purchasing assets, You must:

- (a) purchase the specified assets;
- (b) be the legal owner of those assets;
- (c) keep and, if requested by Us, provide evidence of the purchase, including receipts; and
- (d) without limiting clause 8.1, effect and maintain insurance covering the asset for its full replacement value.

4.5 You must comply with any Special Conditions.

4.6 You must obtain and maintain all permits, registrations and licences required to be taken out in connection with Your performance of the Services.

5 Reporting, Record keeping, access, audit

5.1 You must:

- (a) comply with the Reporting Requirements;
- (b) maintain accurate records and accounts of expenditure in relation to the Funding for at least 7 years from the end of the Agreement; and
- (c) provide Us with all financial information We request in relation to the Funding.

5.2 We may conduct audits of Your records and financial accounts in relation to the Funding and You must make available all information that We, or Our auditors, request in relation to any such audit.

5.3 You must give Us access to any premises the Services are being delivered from if We request.

6 Termination

Termination for Convenience

6.1 We may terminate this Agreement at Our absolute discretion by giving at least 15 business days' written notice.

6.2 You agree on receipt of a notice of termination under clause 6.1 to stop the performance of Your obligations as specified in the notice, and take all steps to minimise loss resulting from that termination.

6.3 In the event of termination under clause 6.1 We will be liable only to pay any part of the Funding due and owing for Services satisfactorily performed, to You under this Agreement at the date of the notice.

Termination for Default

6.4 We may terminate this Agreement immediately by notice if We reasonably believe that You

- (a) have breached this Agreement;
- (b) have provided false or misleading statements in Your response to the Invitation to Offer: the Stay Connected Fund;
- (c) have provided declarations and warranties that are inaccurate, incomplete, out of date or misleading in any way when made, or become inaccurate, incomplete, out of date or misleading in any way;
- (d) have a conflict of interest that has been, or in Our view cannot be appropriately managed to Our satisfaction; or
- (e) have become bankrupt or insolvent, entered into a scheme with creditors, or come under some form of external administration.

6.5 Upon termination or expiration of this Agreement You must deliver to Us (within 20 business days):

- (a) All reports due under this Agreement at the date of termination or expiration; and
- (b) You must repay any unspent Funding, or Funding not spent in accordance with this Agreement, which will be a debt due to recoverable by Us.

6A Ethical Supplier Threshold – Show Cause

- (a) Where the Customer reasonably suspects that the Supplier is not complying with the Ethical Supplier Threshold, the Customer may by notice require the Supplier to show cause, by the date specified in the notice (which must not be less than 5 Business Days), why the Customer should not terminate the Contract.
- (b) If the Supplier fails to show reasonable cause by the date specified by the Customer, then the Customer may, by notice in writing to the Supplier, terminate the Contract.

7 Intellectual property

- 7.1 Intellectual property rights in material that You create in undertaking the Funded Purpose ('New Material') will vest in You, but You grant 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:
- (a) the New Material; and
 - (b) Your existing material, but only as part of the New Material and any future use or development of the New Material.

8 Insurance and indemnity

8.1 You must effect and maintain:

- (a) public liability insurance for a sum of not less than \$10 million for any one event in respect of accidental death or of accidental bodily injury to persons, or accidental damage to property, arising out of, or in the course of, undertaking the Funded Purpose;
- (b) comprehensive motor vehicle insurance for all Funded Assets that are motor vehicles; and
- (c) any other insurance We might reasonably notify You is required, for example, professional indemnity insurance.

8.2 Upon Our request, You must provide Us with a copy of any insurance policy obtained in accordance with clause 8.1 and certificate of currency.

8.3 You release, discharge, indemnify and keep indemnified Us, Our officers, employees and agents from and against any claim, action, proceeding, demand, liability, obligation, cost, loss, damage or expense that may be made or brought by any person against Us in connection with:

- (a) You breaching any term of the Agreement;

- (b) any negligent or unlawful act or omission of You, Your officers, employees, volunteer workers or subcontractors; or
- (c) contravention of any legislative requirement by You, Your officers, employees, volunteer workers or subcontractors.

9 GST

9.1 The Funding is exclusive of GST. If the supply by You under the Agreement is a taxable supply and You are registered for GST, We will pay You the GST on the taxable supply at the same time as We pay the Funding.

9.2 You agree that:

- (a) We may issue You with a Recipient Created Tax Invoice ('RCTI') in respect of GST applicable to any payments of the Funding;
- (b) You will not issue tax invoices in respect of the taxable supplies for which We issue RCTIs;
- (c) You acknowledge that you are registered for GST when you enter into the Agreement. You will notify Us immediately if You cease to be registered for GST or if You cease to satisfy any of the requirements relating to RCTIs; and
- (d) We acknowledge that We are registered for GST. We must notify You if We cease to be registered for GST.

9.3 You must remit any GST amount(s) that We pay to You to the Australian Taxation Office as required by the GST legislation.

9.4 For the purpose of calculating any unspent Funding amounts, expenditure is calculated net of input tax credits to which You are entitled.

9.5 For clauses 9.1 to 9.3, 'GST' has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999*, as amended from time to time.

10 Privacy and confidentiality

10.1 If You collect or have access to 'personal information', as defined in the *Information Privacy Act 2009*, for the purposes of the Agreement, You must comply with Parts 1 and 3 of that Act as if You were Us.

10.2 You must notify Us immediately in the event that You become aware that disclosure of personal information, in relation to any child subject to the *Child Protection Act 1999* or the *Youth Justice Act 1992*, is made or may be required by law.

10.3 You must not disclose confidential information belonging to Us except where You have obtained Our prior written approval (which may be subject to conditions) or where required by law.

10.4 You acknowledge that We may obtain information about You that may be held by any Government Department or Instrumentality to verify Your compliance with the Ethical Supplier Threshold.

11 Funded Asset

11.1 Purchase and Ownership of Assets

- (a) Where the Particulars specifies that Funding is provided for the purchase of a specific Asset, that Funding may only be used for the purchase of that Asset.
- (b) You must be the legal and beneficial owner of any Funded Asset.

11.2 Your obligations regarding the Funded Assets

In relation to any Funded Asset, You must:

- (a) only use the Funded Asset for delivering the Services, unless We approve otherwise in writing;
- (b) continue to use the Funded Asset for providing the Services until the later of:
 - (i) the Services Funding Expiry Date; and
 - (ii) the Funded Asset Use End Date,unless We approve otherwise in writing;
- (c) not encumber, use as a security or deal with the Funded Asset otherwise than in accordance with the Particulars, unless we approve in writing otherwise;
- (d) hold the Funded Asset securely and put in place reasonable safeguards against theft, loss, damage or unauthorised use;
- (e) maintain the Funded Asset in good working order;
- (f) if required, maintain registration and licensing of the Funded Asset;
- (g) comply with any request from Us concerning the Funded Asset, including in relation to any registration of Our interest in it under a Specific Security Agreement, if required by Us;
- (h) comply with any direction that We give You about the transfer or disposal of the Funded Asset; and

- (i) be fully responsible for, and bear all risks relating to, the purchase, use or disposal of the Funded Asset.

11.3 Specific Security Agreements

- (a) In relation to any Funded Asset, We require a Specific Security Agreement to be signed by You if that is specified in the Particulars.
- (b) If We require a Specific Security Agreement to be signed:
 - (i) We will provide to You two copies of the Specific Security Agreement;
 - (ii) You must sign the Specific Security Agreement that We provide and return a signed original copy of it to Us; and
 - (iii) We will be entitled to register the Specific Security Agreement and, if We do so, We will pay any registration fees.

11.4 Requirements about certain Funded Assets

- (a) In relation to any Funded Asset that has a purchase price or market value of more than \$5,000 and a useful life greater than one year:
 - (i) You must record the following information about the Funded Asset in a register:
 - A. the Services it will be used to deliver;
 - B. a description of it, including model and engine number (if a vehicle);
 - C. the date of purchase and the name of the supplier;
 - D. the purchase or acquisition price;
 - E. its effective or useful life; and
 - F. Its written down book value; and
 - (ii) You must not sell, lease, mortgage, destroy, part with possession of or give it away, without Our prior consent, before the later of:
 - A. the Services Funding Expiry Date; and
 - B. the Funded Asset Use End Date,unless We approve otherwise in writing;
- (b) If You breach clause 11.4(a)(ii)), then the greater of:
 - (i) the amount of any proceeds that You receive; and
 - (ii) the value of the Funded Asset at the time of the breach,will be a debt due and owing to Us.

- (c) If a Funded Asset is sold before the Funded Asset Use End Date, You must use Your best endeavours to achieve a fair market value for the sale and, if directed by Us, either:
 - (i) apply sale proceeds only for the Services that the Funded Asset was used to deliver; or
 - (ii) pay the proceeds of the sale to Us.

12 Conflict of Interest

- (a) You warrant, that to the best of Your knowledge and belief, after making diligent inquiries at the date of signing the Particulars, no conflict of interest exists in the performance of Your obligations under this Agreement.
- (b) If during the term of this Agreement, a conflict of interest arises or appears likely to arise, You must undertake to notify Us immediately and to take such steps to resolve or otherwise deal with the conflict to Our satisfaction.

13 Publication of information

- 13.1 We can publish or require You to publish any or all of the following details:
- (a) Your name and address, including Your head office, where any of the Services are delivered and other business premises;
 - (b) a description of the Funded Purpose under the Agreement;
 - (c) the commencement of the Agreement or the Services Funding Expiry Date;
 - (d) the amount of the Funding; and
 - (e) the procurement method used to award the Funding to You.

14 Notices

- 14.1 Any notice to be given under the Agreement must be in writing and addressed and forwarded to the relevant address and contact officer set out in the Particulars, or as otherwise notified by a party to the other.
- 14.2 A notice may be delivered by hand, sent by post or electronic mail to the address of the party to which it is sent and will be deemed to be received:
- (a) if delivered by hand, on the date of delivery;
 - (b) if sent by post within Australia, three business days after the date on which it was sent; and
 - (c) if transmitted by electronic mail, upon receipt by the sender of an acknowledgment that the notice has been properly transmitted to the recipient.

15 General

- 15.1 Nothing in the Agreement limits Our rights or Your obligations under a Governing Act.
- 15.2 The Agreement can only be varied by an agreement in writing signed by both You and Us.
- 15.3 You must not assign or transfer any of Your rights or obligations under the Agreement without Our prior written consent.
- 15.4 You must not subcontract any part of Your obligations under the Agreement without Our prior written consent (which may be subject to conditions) and You will remain responsible to Us for the acts and omissions of any subcontractors.
- 15.5 You acknowledge that We are subject to the *Right to Information Act 2009* and any documents held by Us may be subject to disclosure under that Act.
- 15.6 Clauses 3.5, 3.6, 3.7, 4.24.2(b), 6, 7, 8.3, 9, 10 and 15.6 will survive expiration or termination of the Agreement.
- 15.7 If any part of the Agreement is determined to be invalid, unlawful or unenforceable, then, to the extent permitted by law, that part will be severed and the remaining terms will continue to be valid and enforceable.
- 15.8 A failure by Us to exercise, or a delay by Us in exercising, any right, power or remedy will not operate as a waiver.
- 15.9 Both parties will bear their own costs arising out of the preparation of the Agreement.
- 15.10 This Agreement may be signed in one of more counterparts which, taken together, will constitute one instrument.
- 15.11 The Agreement will be governed by the laws of Queensland and the parties submit to the jurisdiction of the courts of Queensland.
- 15.12 No agency or legal partnership exists between You and Us and You must not represent Yourself or allow Yourself to be represented as a partner, employee or agent of Us.