



Celebrating Reconciliation Grants

Celebrating Reconciliation Grants 2024

Terms and Conditions

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1. The Celebrating Reconciliation Grants program is conducted by the State of Queensland acting through the Department of Treaty, Aboriginal and Torres Strait Islander Partnerships, Communities and the Arts (DTATSIPCA) in accordance with the Program Guidelines and on the following Terms and Conditions.
2. By lodging your Application, you agree to be bound by the Funding Agreement upon written approval of the Application by DTATSIPCA.
3. Any applicant who applies for a grant to run an event for children or young people must ensure persons working with children have had a 'Working with Children Check' and if deemed required, possess a blue card. For more information about the 'Working with Children Check' please visit: <https://www.bluecard.qld.gov.au/bluecardprocess.html>

Definitions

4. In these Terms and Conditions:
 - a. "a company limited by guarantee" is a specialised form of public company designed for non-profit organisations. In Australia companies limited by guarantee are subject to the Corporations Act 2001 (Cth) and administered to by the Australian Securities and Investments Commission (ASIC).
 - b. "acquittal report" means the report about the Applicant's financial performance for the Event the grant is provided for.
 - c. "Applicant" means the organisation applying for a grant.
 - d. "Application" means the official Application for the grant submitted by the Applicant.
 - e. "approval date" means the date on which the Funding Agreement

- commences and is the date on the letter of approval provided by DTATSIPCA to the Applicant.
- f. "Closing Date" means 12.00 pm (AEST) on Monday, 29 January 2024.
 - g. "commencement date" means the date on which the project actually commences.
 - h. "DTATSIPCA" means the State of Queensland acting through the Department of Treaty, Aboriginal and Torres Strait Islander Partnerships, Communities and the Arts.
 - i. "Event" means the Event detailed in the Application for which the Applicant is seeking a grant.
 - j. "Funding Agreement" means the written agreement to be entered into between DTATSIPCA and each successful Applicant when DTATSIPCA approves the Application in writing, such Funding Agreement being comprised of:
 - (i) these Guidelines and Terms and Conditions;
 - (ii) the Application submitted by the Applicant relating to the Event;
 - (iii) the letter of approval of the grant from DTATSIPCA to the Applicant; and
 - (iv) any other terms agreed in writing between the parties.
 - k. "grant" means the funding provided under the Celebrating Reconciliation Grants program for an Event in or around National Reconciliation Week 2024.
 - l. "Guidelines" means the Guidelines for the Program made available to the Applicant as part of the Application process.
 - m. "Minister" means the Minister with responsibility for the Celebrating Reconciliation Grants program.
 - n. "personal information" has the same meaning as in the *Information Privacy Act 2009* (Qld).

Eligibility of Applications

5. DTATSIPCA's decision upon the eligibility of an Application shall be final and no correspondence will be entered into.
6. Applications received after the Closing Date will be considered ineligible and will not be assessed.
7. The Applicant may withdraw their Application at any time by notifying DTATSIPCA in writing or by email crg@dssatip.qld.gov.au.

Liability

8. Except for any liability that cannot be excluded by law, DTATSIPCA (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or, arising in any way out of the Application or participation in the Celebrating Reconciliation Grants program.
9. Applications received, including material and documents accompanying the Applications, shall not be returned to the Applicant.
10. DTATSIPCA (including its officers, employees and agents), members of the assessment panel, and the like, will not in any way be held responsible for loss of documentation or materials submitted as part of the Application.
11. The conduct of inviting Applications does not give rise to any legal or equitable relationship.
12. DTATSIPCA may, by direct notification to the Applicant or via its website

(www.qld.gov.au/recgrants), change the Program Guidelines (including these Terms and Conditions), or cancel or vary the Application process at any time, whether before, on or after the Closing Date. If this occurs, you must comply with any changes.

13. No person shall be entitled to claim compensation or loss from DTATSIPCA for any matter arising out of the Application process, including, but not limited to, failure by DTATSIPCA to comply with the Program Guidelines or these Terms and Conditions.

Personal Information

14. Personal information contained in the Application may be disclosed to the assessment panel for the purpose of assessing the Applications, and if the Application is successful, the Applicant agrees that details of the Applicant and the Event may be used by DTATSIPCA for advertising/promotional purposes.
15. If your Application is successful, the Applicant:
 - a. authorises the use and/or publication of the Applicant's name and details of the Event, in relation to any editorial or advertising purposes in conjunction with the Celebrating Reconciliation Grants program. The Applicant warrants that the use of such information or material by DTATSIPCA and/or Minister will not infringe the rights of any third party or any law, and
 - b. agrees that it is not in breach of any law, its constitution or any other requirement it is bound to comply with.

Disclosure and Publication

- 16.** By submitting an Application, the Applicant:
 - a. acknowledges that submitting an Application does not guarantee that the Applicant will be eligible to receive a grant. Selection of the Applicant for a grant shall be at DTATSIPCA's sole and absolute discretion.
 - b. acknowledges that in the event that the Application is approved, the Applicant has read, and agrees to be bound by the Funding Agreement throughout the term of the Funding Agreement.
 - c. If successful authorises the use and disclosure by DTATSIPCA and/or the Minister, of the Applicant's name, contact details and details of the Event (including grant amount), for any promotional, advertising or accountability reporting purpose in relation to the Celebrating Reconciliation Grants program.
 - d. acknowledges that the Information Privacy Act 2009 (Qld) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies, subject to the exemptions under that Act.
 - e. warrants that the Applicant is not in breach of any law, constitution or any other requirement the Applicant is bound to comply with.
 - f. warrants that the Applicant is not bankrupt or insolvent.
 - g. warrants that the use of such information or material as above will not infringe the rights of any third party or any law.

Assessment

- 17.** DTATSIPCA will assess Applications against the assessment criteria and will provide recommendations to the DTATSIPCA delegate for approval.
- 18.** All decisions and recommendations of DTATSIPCA are binding and final and there is no process of appeal.

Successful Applications

- 19.** Successful Applicants will be required to enter into a Funding Agreement with DTATSIPCA within a reasonable time of being notified that the Application has been successful.
- 20.** Provision of the grant support to the successful Applicant, will be subject to, and conditional upon, the Applicant executing the Funding Agreement.
- 21.** By submitting the Application, the Applicant agrees that if successful, it will provide appropriate recognition to the Queensland Government (DTATSIPCA), including, but not limited to:
 - a. logo acknowledgement (in print and online form)
 - b. verbal acknowledgement (including, but not limited to, speeches, Master of Ceremonies notes and announcements)
 - c. acknowledgement in Event media and publicity relating to the Event
 - d. provision of photographic images (with appropriate licences)
 - e. incorporating of key National Reconciliation Week messaging and promotion of the broader Event program in connection with the Event.These requirements will be included in the Funding Agreement.

- 22.** The successful Applicant:
- a. must deliver the Event in or around National Reconciliation Week 2024 (in May or June). Provision of the grant to the Applicant will be subject to, and conditional upon, the Applicant's compliance with the Funding Agreement.
 - b. obtain all appropriate documentation for the Event (e.g. permits, approvals, insurance and any legal requirements) and provide copies to DTATSIPCA on request.
 - c. complete the Event in or around National Reconciliation Week 2024 (in May or June), unless otherwise agreed in writing by DTATSIPCA.
 - d. advise DTATSIPCA of all Event changes immediately via email to crg@dstdsatsip.qld.gov.au.
 - e. fulfil all reporting and acquittal requirements as per the Funding Agreement.

Insurance

- 23.** Successful Applicants agree that they must hold and maintain the following insurances during the term of the Funding Agreement:
- a. public liability for a sum of no less than \$10 million per claim with an Insurer authorised by the Australian Prudential Regulation Authority (APRA) to operate in Australia.
 - b. workers' compensation insurance in relation to employees of the successful Applicant in accordance with the *Workers Compensation and Rehabilitation Act 2003* (Qld).
- 24.** Applicants must provide to DTATSIPCA, with their Application, copies of certificates of currency demonstrating the required insurance covers.

Payments and GST

- 25.** The Applicant acknowledges that, should the Applicant's Application be successful, the total amount of grant funding committed to the Applicant's Event will be paid by DTATSIPCA as a one-off payment on the signing of the Funding Agreement.
- 26.** The Applicant acknowledges that if the Application is successful, the grant funding amount payable is exclusive of GST.
- 27.** The Applicant must submit a valid tax invoice to DTATSIPCA in accordance with GST legislation and reporting requirements.
- 28.** Payment of the grant will be made via electronic funds transfer to the Applicant.

Reporting

- 29.** By submitting an Application, the Applicant acknowledges that if the Application is successful, the Applicant will be required to provide a final report to DTATSIPCA detailing specifics of the outcomes of the Event, including a financial acquittal (due within four weeks of the completion of the Event).

For further information contact:

Department of Treaty, Aboriginal and Torres Strait Islander Partnerships, Communities and the Arts

Email: crg@dstdsatsip.qld.gov.au

Tel: (07) 3003 6394