

AWARE2627 Funding Agreement

Form Preview

All West Australians Reducing Emergencies (AWARE) 2026-27 Funding Agreement

* indicates a required field

Funding Agreement

This Funding Agreement forms an Agreement between the Department of Fire and Emergency Services and the Grantee.

Funding Agreement between the
DEPARTMENT OF FIRE AND EMERGENCY SERVICES
and the

Name of the Grantee *

Organisation Name

Grant Round Name

This field is read only.

The round this submission is in.

Application Number

This field is read only.

The identification number or code for this submission.

Parties to this Agreement

Once completed, this Funding Agreement forms an Agreement between the Department of Fire and Emergency Services (The Grantor) and the Grantee.

THE GRANTOR

DEPARTMENT OF FIRE AND EMERGENCY SERVICES

Emergency Services Complex

20 Stockton Bend

Cockburn Central WA 6164

ABN: 39 563 851 304

THE GRANTEE

Full legal name of Grantee *

AWARE2627 Funding Agreement

Form Preview

Organisation Name

Please enter the name of applicant organisation

ABN *

The ABN provided will be used to look up the following information. Click Lookup above to check that you have entered the ABN correctly.

Information from the Australian Business Register

ABN

Entity Name

ABN Status

Entity Type

Goods & Services Tax (GST)

DGR Endorsed

ATO Charity Type

[More information](#)

ACNC Registration

Tax Concessions

Main Business Location

Must be an ABN.

Grantee Address *

Please include the street number, name and suburb.

Grantee Office Phone Number *

Grantee Office Email *

Party Representatives and Address for Notices

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.

Grantee's Representative Contact *

First Name

Last Name

Grantee's Representative Position *

AWARE2627 Funding Agreement

Form Preview

Grantee's Representative Address *

Address

Grantee's Representative Email *

Must be an email address.

Grantee's Representative Phone Number *

Must be an Australian phone number.

Grantee's Alternate Representative Contact *

First Name

Last Name

Grantee's Alternate Representative Position ***Grantee's Alternate Representative Address ***

Address

Grantee's Alternate Representative Email *

Must be an email address.

Grantee's Alternate Representative Phone Number *

Must be an Australian phone number.

Grantor's Representative Contact

Grantors Representative Name: Olga Panferova

Grantors Representative Position: Manager Resilience Grants

Grantor's Representative Address: Emergency Services Complex, 20 Stockton Bend,
Cockburn Central, WA 6164

Grantors Representative Phone Number: 08 9395 9915

Grantors Representative Email: DisasterResilienceGrants@dfes.wa.gov.au

AWARE2627 Funding Agreement

Form Preview

Agreement

The Agreement comprises:

- (a) This Funding Agreement, including the Grant Details set out in parts A-E;
- (b) Schedule 1: General Grant Conditions;
- (c) Schedule 2: Proper Use of Grant Funding; and
- (d) any other document referenced or incorporated in the Grant Details.

This Agreement represents the Parties' entire Agreement in relation to the Grant and the relevant Activities 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.

Grant Details

* indicates a required field

Purpose of the Grant

The All West Australians Reducing Emergencies (AWARE) Program enhances Western Australia's emergency management arrangements by supporting local government capacity building and preparedness activities. To be eligible, projects must address at least one of the four categories below:

- Furthering the emergency risk management process
- Facilitating capability-based exercises
- Projects that support the review and improvement of Local Emergency Management Arrangements (LEMA)
- Delivering emergency management training, events or forums

Activity

Project Title

Project Summary

Word count:

Provide a short description about the project including it's aim and proposed outcomes.

Project Start Date

AWARE2627 Funding Agreement

Form Preview

Must be a date.

The project can only commence after the execution of the Funding Agreement by both parties. Any project activities conducted by successful projects before the establishment of Funding Agreement will be deemed ineligible for funding.

Project End Date

Must be a date.

Project Categories

- ☐ Furthering the emergency risk management process
- ☐ Facilitating capability-based exercises
- ☐ Projects that support the review and improvement of Local Emergency Management Arrangements (LEMA)
- ☐ Delivering emergency management training, events or forums

AWARE Funding Amount Allocated *

Must be a dollar amount.

AWARE sum (No GST) requested cannot be more than 75% of total project budget cost

Total Co-Contribution *

Must be a dollar amount.

25% of the total project cost (cash and in-kind combined - No GST)

Total Project Budget Cost *

This number/amount is calculated.

No GST

Activity Budget

The Grantee agrees to use the Grant (and any Other Contributions – cash and/or in-kind, at least 25% of the total project budget) to undertake the Activity consistent with the following budget:

Description (include Agency/Organisation all expenditure e.g. labour, consultancy fees, etc) **Funding Source** **Amount (No GST)**

Include all expenditure e.g. labour, consultancy fees, etc.	Name of project partners contributing to the project	AWARE, Cash, In-Kind	Must be a dollar amount.

AWARE2627 Funding Agreement

Form Preview

Key Performance Indicators

Key Performance Indicators (KPIs) are specific, actionable and realistic benchmarks used to evaluate progress against a particular outcome (both tangible and intangible actions or products the project will deliver) over time.

Evaluation Criteria is the method used to measure the success of each KPI.

Key Performance Indicators	Evaluation Criteria

Milestones

List the milestones of your project (Consider your KPIs when setting the key milestones that will be demonstrating your project progress).

Milestones	Date of Completion
	Must be a date.

AWARE2627 Funding Agreement

Form Preview

Financial Responsibilities

* indicates a required field

Grant Payment

Total Grant Funding Allocated *

Must be a dollar amount.
No GST

Progress Reports

The Grantee agrees to submit progress reports using the template provided by the Grantor, within the timeframes requested until the completion of the project as per the following schedule:

Reporting Period

Report Due

January to June

15 July

July to December

15 January

The Grantor reserves the right to request other suitably certified progress reports in the form specified by the Grantor. Where two consecutive progress reports have not been submitted, a breach of contract may be issued allowing termination under **clause 19 of the Schedule 1: General Grant Conditions**.

Progress reports should include the project progress against milestones, deliverables, and KPIs supported by evidence, income and expenditure to date including in-kind if any, certified by the Chief Executive Officer of the Grantee or nominated representative, details of any promotional activities or materials produced during the reporting period.

Variation Request Form

The Grantee agrees to submit a Variation Request Form, using the template provided by the Grantor if there are any changes proposed to projects or other significant events related to projects during the project period (including but not limited to changes in scope, budget and timeframe).

AWARE2627 Funding Agreement

Form Preview

The Variation Request must be approved by the Grantor in writing prior to the Grantee proceeding with, or paying for, any variation. The Variation Request must describe the proposed variation in sufficient detail to enable consideration of the request. The Grantor will advise whether the variation is approved.

If the Grantee proceeds with, or pays for, a variation without prior approval from the Grantor, the Grantee is liable to repay that amount to Grantor unless agreed otherwise. The Grantor reserves the right to undertake any other appropriate action to recover costs or resolve the variation, including requesting an independent audit of the Grantee's financial records.

Final Report

The Grantee will submit a Final Report, using the template provided by the Grantor, within **8 weeks** of the completion of the project. The Final Acquittal Report must include:

- Evidence of project deliverables and evaluation of project outcomes against KPIs;
- Evidence supporting project expenditure such as invoices. In-kind contributions must be expressed in monetary terms and based on industry standards.
- Evidence of acknowledgement of the grant source in any media, products and promotion; and
- Documents (e.g. reports / studies / plans / research) produced by the project and evidence of any other materials produced.

Signatures

Department of Fire and Emergency Services

Name of Grantor Representative

First Name

Last Name

Position

By checking this box, I confirm that I have endorsed this funding agreement

☐ Yes

Date

Grantee

Name of the Grantee Representative

First Name

Last Name

AWARE2627 Funding Agreement

Form Preview

Position

By checking this box, I confirm that I have endorsed this funding agreement.

☐ Yes

Date

Schedules and Definitions

Schedule 1: General Grant Conditions

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with the Grant Guidelines and the Funding Agreement.

2. Jurisdiction

2.1 This Agreement is governed by the law of Western Australia (WA).

2.2 The Grantee agrees to comply with any relevant requirements of the following legislation, policies and standards when undertaking the Activity:

- ISO 31000:2018 Risk Management – Guidelines;
- *National Construction Code (NCC) 2022*;
- *Australian Standard Code of Tendering (AS 4120-1994)*;
- the legislation, policies and standards outlined in ***Schedule 2: Proper Use of Grant Funding***; and
- any other WA or Commonwealth legislation, policies, and standards, applicable to the Activity.

3. Acknowledgements

This program is funded by DFES in WA. The Grantee agrees to acknowledge DFES in any material published or created, in connection with this Agreement. This acknowledgement will be achieved by including a statement that “This project acknowledges the funding contribution of the Department of Fire and Emergency Services.”

4. Relationship Between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Notices

5.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

5.2 Any notice or other communication given under this Agreement must be in writing and from an authorised officer of the Party giving notice.

5.3 The recipient must acknowledge receipt of any notice, in writing, within ten (10) business days.

AWARE2627 Funding Agreement

Form Preview

6. Funding Agreement Variation

This Agreement may be varied in writing only, signed by both Parties.

7. Subcontracting

7.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

7.2 The Grantee agrees to make available to the Grantor the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

8. Conflict of Interest

The Grantee agrees to immediately notify the Grantor of any actual, perceived, or potential conflicts of interest which could affect its performance of this Agreement and inform the Grantor of the actions taken to resolve the conflict.

9. Payment of the Grant

9.1 The Grantor agrees to pay the Grant to the Grantee in compliance with the Agreement.

9.2 The Grantor will pay the Grant (no GST applied) on receipt of both a valid tax invoice and a signed Grant Agreement, provided that the project did not commence prior to the Agreement execution date.

9.3 The Grantor may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

9.4 Proper standards are to be maintained by the Grantee in the creation, management, maintenance and retention of financial accounts and records to enable identification of the Grant, payments, and receipts.

10. Spending the Grant

10.1 The Grantee agrees to spend the Grant in compliance with this Agreement for the purpose of undertaking the Activity only.

10.2 The Grantee will be responsible for any costs that do not comply with this Agreement. Refer to **Schedule 2: Proper Use of Grant Funding** for additional information about compliance with financial responsibilities.

10.3 The Grantee is liable for any cost overruns/exceedance of the approved project budget.

11. Repayment

11.1 The Grantor reserves the right to request the repayment of Grant funds if the Grantor reasonably believes:

- funds have been spent in a way that does not comply with the Agreement;
- the Grantee is unable to undertake the Activity;
- the Grantee has proceeded with, or paid for, a variation to this Agreement without prior approval from the Grantor.

11.2 The Grantor may recover funds if this Agreement is terminated for any reasons outlined in clause 19.

11.3 Any unexpended Grant funds will be returned to the Grantor within 30 days of acceptance of the Final Acquittal Report.

11.4 The amount to be repaid under clause 11 may be recovered by invoice.

12. Record Keeping

AWARE2627 Funding Agreement

Form Preview

12.1 The Grantee agrees to maintain records for at least five years after the Activity Completion Date and provide copies to the Grantor upon request.

12.2 The Grantee agrees to identify the receipt and expenditure of the Grant and any Other Contributions separately within the Grantee's accounts and records so that the Grant is identifiable; and

12.3 The Grantee agrees to maintain financial accounts and records relating to the Activity to enable all receipts and payments related to the Activity to be identified and reported.

13. Audit

13.1 Under section 17 of the *Auditor General Act 2006* the Auditor General has the right to audit this Agreement.

13.2 If requested to do so, the Grantee agrees to provide the Grantor with independently audited financial acquittal reports verifying that the Grant was spent in accordance with this Agreement.

13.3 Independently audited financial acquittal reports must be audited by:

- a Registered Company Auditor under the *Corporations Act 2001* (Commonwealth);
- a certified Practising Accountant;
- a member of the National Institute of Accountants; or
- a member of the Institute of Chartered Accountants; who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

14. Activity Material

The Grantee agrees, on request from the Grantor, to provide the Grantor with a copy of any Activity Material in the format reasonably requested by the Grantor. The Grantee provides the Grantor a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material. This requirement survives the termination, cancellation or expiry of the Agreement.

15. Indemnities

15.1 The Grantee indemnifies the Grantor, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

15.2 The Grantee's obligation to indemnify the Grantor will reduce proportionally to the extent any act or omission involving fault on the part of the Grantor contributed to the claim, loss or damage

16. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee must not do any act or engage in any practice that would breach an Australian Privacy Principle or National Privacy Principle under the *Privacy Act 1988 (Cth)*.

17. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

18. Insurance

The Grantee will maintain adequate insurance for the duration of this Agreement and provide the Grantor with proof when requested.

19. Termination for Default

19.1 An Event of Default occurs if:

AWARE2627 Funding Agreement

Form Preview

- the Grantee breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Grantee by the Grantor;
- the Grantee becomes insolvent or is deemed to be insolvent under the *Corporations Act 2001* (Cth); or
- the Grantor has reasonable grounds to believe that the Grantee is unwilling or unable to comply with its obligations under this Agreement.

19.2 In the event of cancellation under clause 19, the Grantor will be liable only to:

- pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 20(a).

20. Notice of Termination

Subject to clause 19, a Notice of Termination will be issued by the Grantor to the Grantee stating the termination of the Agreement. The Notice must:

- (a) Cite the Event of Default that caused the termination of the Agreement.
- (b) Cite the clause(s) breached in the Agreement by the Organisation.
- (c) Cite the clause under which the Grantor is terminating the Agreement.
- (d) State that the Grantee is required to sign the Notice; and that by signing, the Grantee:
 - 1.acknowledges the termination of the Agreement by the Grantor;
 - 2.agrees to return the payment of all allocated Grant Funds, as stipulated in the Notice, if applicable; and
 - 3.acknowledges that the Grantor will advise the Grantee of the terms, methods, timeframes, and any other applicable terms, by which the Grantee is to return all allocated Grant funds, if applicable.

21. Cancellation for Convenience

21.1 The Grantor may cancel this Agreement by notice, due to a change in:

- Government policy; or
- Control of the Grantee, which the Grantor believes will negatively affect the Grantee's ability to comply with this Agreement.

21.2 The Grantee agrees on receipt of a notice of cancellation under clause 19 to:

- stop the performance of the Grantee's obligations as specified in the notice; and
- take all available steps to minimise loss resulting from that cancellation.

21.3 The Grantors' liability to pay any amount under this clause is subject to:

- the Grantee's compliance with this Agreement; and
- the total amount of the Grant.

21.4 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

22. Dispute Resolution

22.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

22.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

AWARE2627 Funding Agreement

Form Preview

22.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

23. Survival

Clauses 11, 12, 13, 14, 15, 16, 17, 18, 20, 21 survive termination, cancellation or expiry of this Agreement.

Schedule 2: Proper Use of Grant Funding

Accountable Authority

The Grantee is an accountable authority for the financial management of public money and must ensure compliance with the [Financial Management Act 2006 \(part 4\)](#), [Treasurer's instructions](#), [Commissioners instructions](#) and any other written law that applies to the Grantee.

In addition, the Activity funded by the Grant should be conducted in accordance with the principles of relevant Western Australian Government policy, including the following:

- [Western Australian Government Purchasing Card Guidelines](#)
- [Public Sector Commissioner's Circulars 2009-18 Guidelines for Expenditure on Official Hospitality](#)
- [Providing Gifts, Benefits and Hospitality – Good Practice Guide for WA Public Authorities](#)
- [Conflicts of Interest – Guidelines for the WA Public Sector](#)

Costs Ineligible for Grant Funding

The Grant may not be used to fund:

- Cash or in-kind contributions to be provided by the Grantee as described in the Activity Budget.
- Expenses due to works that commenced or are completed prior to the execution of the Funding Agreement.
- Any ongoing costs that are required to maintain the Activity beyond the completion date specified in the executed Funding Agreement.

The Grant May Not Be Used to Purchase Any of the Following

- **Alcohol** including in relation to hospitality, functions, events, catering, corporate travel, bar tabs, mini bars and personal use. Providing alcohol has integrity, health and safety risks for public sector agencies, and may not meet community expectations.
- **Medication** including prescription and 'over the counter' medication.
- **Mementos** provided to participants at Grant funded events unless approved in the Funding Agreement or a variation request. Examples of mementos are branded or personalised pens, caps, coffee mugs, and t-shirts.
- **Coffee** unless purchased as part of catering for a meeting, workshop or travel that is essential to delivering the project.
- **Gifts** of any consumer items, goods and services, samples, discounts, and cash, including tickets to entertainment events.
- **Hospitality** except where approved in the Funding Agreement or a variation request. Hospitality includes providing meals, accommodation or travel to stakeholders, conference delegates and official visitors.
- **Benefits** that bestow personal advantage on the purchaser due to special offers, loyalty reward schemes, frequent flyer points, or other benefit schemes.
- **Travel** including overseas travel and interstate travel

AWARE2627 Funding Agreement

Form Preview

- **Any other transaction disallowed by the terms and conditions set out in this Funding Agreement or any other applicable written law, policy, instruction or standard.**

Please Note

- 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 (Commonwealth) to carry on banking business in Australia.
- The Grantee will be responsible for any costs that are not consistent with the terms and conditions of the Grant Guidelines and Funding Agreement.
- The Grantor reserves the right to withhold payment or request return of any portion of the Grant that has been spent on any aspect of the Activity that the Grantor reasonably believes is an ineligible cost. If uncertain about the eligibility of costs, the Grantee should refer to **Schedule 2: Proper Use of Grant Funding** for additional information about compliance with financial responsibilities; or contact the Grantor to confirm the eligibility of the expenditure before the expenditure is incurred.

Definitions of this Agreement

Activity means the activities to be undertaken by the Grantee as described in the Funding Agreement.

Activity Material means any Material, created or developed by the Grantee as a result of the Activity, but does not include Reporting Material.

Agreement means the Funding Agreement which comprises Grant Details, General Grant Conditions, Schedules 1, 2 and any other document referenced or incorporated in the Grant Details.

Audit means the verification and certification the Grant has been spent in accordance with this Agreement by an independent auditor.

Auditor means an accountant in public practice, who is a certified public practitioner (or equivalent) and is a member of either Chartered Accountants Australia and New Zealand (CAANZ), CPA Australia or the Institute of Public Accountants (IPA).

Completion Date means the date or event specified in the Grant Details.

Existing Material means any Material that was in existence before the receipt of Program funding; or is developed independently of Program funding and that is incorporated in, supplied with or as part of, or required to be supplied with or as part of, the Activity Material.

General Grant Conditions means this document.

Grant means the money, or any part of it, payable by the Grantor to the Grantee as specified in the Grant Details.

Grantee means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

Grant Details means the document titled Grant Details that forms part of this Agreement.

Ineligible Costs means any costs incurred that are inconsistent with the terms and conditions of the Grant Guidelines and Funding Agreement.

Party means the Grantee or Grantor.

Project Material means any Material forming the final product of the Grant, including but not limited to reports, maps, data files (including geospatial data and model files).

AWARE2627 Funding Agreement

Form Preview

Promotional Material means any Material, created or developed by the Grantee as a result of the Activity that has been agreed by the Grantor and the Grantee as Promotional Material in the Funding Agreement for the purposes of promotion of DFES and the Activity and, where applicable, acknowledged as per clause 2.

Reporting Material means all material which the Grantee is required to provide to the Grantor for grant administration and reporting purposes but does not include Activity Material.