



**Southern Cross**  
**AGRICULTURAL EXPORTS**

## **GRANT AGREEMENT**

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**SOUTHERN CROSS AGRICULTURAL EXPORTS PTY LTD**

**ABN 16 169 225 496**

**AND**

**[Name of Grant Recipient]**

# GRANT AGREEMENT

**DATE**

**2016**

**PARTIES**

SOUTHERN CROSS AGRICULTURAL EXPORTS PTY LTD ABN 16 169 225 496  
C/- of Po Box 867, Emerald Qld 4720 (**Southern Cross Agricultural Exports, We, Us, Our**)

**And**

**(Recipient)**

## **BACKGROUND**

- A.** We have established the ASP Certified Community Fund.
- B.** You have applied to receive Funding from the ASP Certified Community Fund and we have agreed to support you.
- D.** You agree to accept the grant in accordance with the terms and conditions set out in this Agreement.

## **AGREED TERMS AND CONDITIONS**

### **1. TERM OF AGREEMENT**

- 1.1 This Agreement is effective from the Start Date and expires on the End Date, unless terminated earlier for reasons agreed to by both parties.

### **2. RECIPIENTS PRIMARY OBLIGATIONS REGARDING PROJECT**

- 2.1 During the term you must carry out the Project:
  - (a) at the times and in the manner set out in the Expression of Interest;
  - (b) in accordance with all Laws that may relate to the Project;

### **3. FUNDING**

- 3.1 Subject always to your compliance with this Agreement, we will provide the funding to you at the times and in the manner set out in Schedule 1.
- 3.2 You will pay all taxes, duties and government charges imposed or levied in Australia in connection with your performance under this Agreement.
- 3.3 Unless otherwise indicated in this Agreement, any consideration for a supply made under this Agreement is exclusive of any GST imposed on the supply.

### **4. PERMITTED USE AND MANAGEMENT OF GRANT**

- 4.1 You may only use the Grant for the direct purposes of the Project, in accordance with the Expression of Interest and any submitted and approved Budget. Unless you have obtained our prior written approval, you must not use the Funding for any other reason including but not limited to:
  - (a) Your general operating expenses such as rent, utilities, marketing or remuneration for employees.

- 4.2 You must ensure:
- (a) the Funding is deposited and held in an account in your name with a bank undertaking business in Australia (Account);
  - (b) You must keep financial records relating to the project to enable all income and expenditure related to the project to be identified in your accounting records
  - (c) You must complete an acquittal report or summary at completion of your project.

## **5. ACKNOWLEDGEMENT AND PUBLICITY**

- 5.1 We may reasonably promote, advertise and make public announcements in relation to the ASP Certified Community Fund and your project details.
- 5.2 You must, in all publications, promotional and advertising materials, public announcements and activities by you or on your behalf in relation to the project acknowledge the financial support that you have received from us.
- 5.3 We may publicise and report on the awarding of the Funding of the Grant to you, including the amount of the funding given to you and the title and a brief description of the project.
- 5.4 We may require you to participate in media related to the ASP Certified Community Fund such as promotional events or media releases, as reasonably required by us.

## **6. CONTACT PERSON**

- 6.1 You must ensure we are provided with details of a contact person or the person responsible for overseeing the project.

## **7. INSURANCE**

- 7.1 You must maintain all relevant insurances necessary to carry out the project.
- 7.2 You must provide us with evidence satisfactory to us that you have complied with your obligation to insure within 10 business days of the request.

## **8. REPORTING**

- 8.1 You must provide us with a written Acquittal Report upon completion of the project. This is required within 20 business days of the End Date.
- 8.2 You must provide us with a copy of any media releases, promotional material during the course of the project.

## **9. PROJECT MATERIAL**

- 9.1 Southern Cross Agricultural Exports takes no ownership over items purchased with the funding and makes no claim to the Intellectual Property Rights of any plans, reports or information generated from the project.

## **10. RECORDS**

- 10.1 You must keep full and accurate Records of the conduct of the project including progress against any milestones, the receipt and use of funding and the acquisition of assets.
- 10.2 You must retain Records for seven (7) years after this Agreement ends.

## **11. INDEMNITY**

- 11.1 You continually indemnify us against any loss we may incur or suffer arising out of or in connection with any:
- (a) negligent or unlawful act or omission or willful misconduct by you, or any of your employees, agents, or subcontractors in connection with this Agreement and the project funding;
  - (b) material breach by you or any of your employees, agents, or subcontractors of obligations or warranties under this Agreement; or
  - (c) use by us of and any claims by third parties about the ownership or right to use Intellectual Property Rights (including moral rights) to project material.
- 11.2 Your liability to indemnify us under this clause will be reduced proportionately to the extent that any negligent or unlawful act or omission or willful misconduct on our part contributed to the relevant loss, damage, expense, or liability.
- 11.3 Our right to be indemnified under this clause is in addition to, and not exclusive of, any other right, power, or remedy provided by Law, but we are not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.

## **12. CONFLICT OF INTEREST**

- 12.1 If during the project term, a conflict arises, or is likely to arise, you must:
- (a) promptly notify us in writing of that conflict and of the steps you propose to take to resolve or otherwise deal with the conflict;
  - (b) disclose all relevant information relating to the conflict to us; and
  - (c) take the steps we may reasonably require to deal with that conflict.

## **13. NO EMPLOYMENT, PARTNERSHIP OR AGENCY**

- 13.1 You are not, by virtue of this Agreement our employees, partners or agents.

## **14. ENTIRE AGREEMENT, VARIATION AND SEVERANCE**

- 14.1 This Agreement records the entire agreement between the parties in relation to its subject matter.

## **15. YOUR WARRANTIES**

- 15.1 You represent and warrant to us that:
- (a) as at the start date, no conflict exists or is likely to arise in the performance of your obligations under this Agreement;

## **16. COMPLIANCE WITH LAW AND OUR POLICIES**

- 16.1 You must, in carrying out your obligations under this Agreement, comply with:
- (a) all applicable Laws, regulations, Australian and industry standards, industrial awards and other legal requirements relevant to the Project;

*Schedule 1 – Particulars of the Agreement*

<b>Project Title</b>	
<b>Start Date</b>	
<b>End Date</b>	
<b>Southern Cross Agricultural Exported Authorised Officer</b>	
<b>Address for correspondence to Southern Cross Agricultural Exporters</b>	
<b>Recipient Representative</b>	
<b>Address for correspondence to Recipient</b>	
<b>Project of overview</b>	As per Expression of Interest
<b>Grant Amount</b>	\$ -----, exclusive of GST
<b>Asset ownership</b>	The Recipient owns the Assets acquired or created as part of the Project
<b>Insurance</b>	The Recipient is required to ensure all insurances are sourced and maintained as required for the project
<b>Final Report</b>	Due 20 days from the End Date and no later than 30 <sup>th</sup> May, 2018
<b>Acknowledgement and publications</b>	The Recipient to their best effort in their communiques, advertising or media releases ensure that the Grant ASP Certified Community Grant is recognised.
Signed on behalf of Southern Cross Agricultural Exports Pty Ltd	Signed on behalf of Recipient
<b>Signature</b>	<b>Signature</b>
<b>Print Name</b>	<b>Print Name</b>
<b>Date</b>	<b>Date</b>