



## MID WEST PORTS AUTHORITY NFP PARTNERSHIP PROGRAM TERMS AND CONDITIONS

### Terms and conditions

- The annual Not-for-Profit (NFP) Partnership Program opens for applications on 10 November and closes on 24 December each year.
- Applicants will receive emailed notification of outcomes by 31 January each year.
- Successful applicants will be required to sign and return a NFP Partnership Agreement prior to disbursement of funds.
- All organisations who are considered for a NFP Partnership must prove they have the appropriate applicable insurances. This includes, but is not limited to: Public Liability Insurances, Workers Cover and Motor Vehicle. Provision of certificates of currency will be required and MWPA may request to be notified as a joint insured or interested party.
- MWPA may consider more applications than can be funded and as a result, the final decision will be made based on the recommendations of the NFP Partnership Program Assessment Committee in consultation with the Executive team, with the Chief Executive Officer having the final decision.
- MWPA will take into consideration factors such as, but not limited to, eligibility of the organisation, benefit to the community, sustainability and criteria met.
- The decision of the NFP Partnership Program Assessment Committee is final and is not subject to any appeal process.
- Unsuccessful applicants are encouraged to reapply in future rounds.
- The grant must be used for the purpose stated in the application. Any part of the grant monies that are not used must be repaid to MWPA, unless written approval is obtained from MWPA.
- On completion of the 3-year partnership, organisations must provide an acquittal including expenditure statement. Failure to return the accountability documents is recorded and may jeopardise future funding opportunities.
- As a condition of acceptance of a NFP Partnership, the applicant must acknowledge MWPA in any and all promotional material relating to the partnership. The recipient will be provided with the MWPA logo and associated guidelines to use in relation to this acknowledgment.
- All advertising, signage, media releases and other promotional material that contain the MWPA logo or a reference to MWPA must be submitted to and approved by MWPA prior to its production and release. MWPA also reserves the right to make amendments prior to any release.

- MWPA may request the use of photos, videos and quotes from the recipient for marketing purposes including advertising, publications and on our website. All materials will become copyright of MWPA.
- MWPA may request the recipient to take part in media activities.
- The recipient must not cause harm to the image or reputation of MWPA.
- If the recipient ceases carrying out the activities for which the NFP Partnership was made or if MWPA terminates the agreement on account of the recipient's breach of the NFP Partnership Agreement then the balance of the grant monies must be repaid to MWPA.
- If a recipient organisation commits a breach of any of these terms and conditions, MWPA can terminate the arrangement at any time and without giving MWPA prior notice.
- Organisations must allow the Auditor General for the State of Western Australia, or an authorised representative, to have access to and examine the organisation's records and information concerning the awarded funds.
- The NFP Partnership Program can be terminated at any time without notice.
- If a recipient organisation is provided with NFP Partnership monies this does not entitle them to receive further grant monies.
- MWPA will not be held responsible for the success of the approved purpose for which the Partnership is applied for or for any losses or additional costs incurred that are associated with the approved purpose.
- Organisations must comply with all local, State and Commonwealth laws applicable to the approved purpose.
- The total Partnership payment provided by MWPA includes an amount to cover any liability for GST, if applicable. If the supply of anything under the Grant Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.