



FUNDING AGREEMENT

Between:

Shire of Cranbrook, (ABN 80 377 127 550), 19 Gathorne St Cranbrook WA 6321

("The Shire / Funder")

and

The Gillamii Centre (ABN 16 887 295 206), Lot 203 Climie St, Cranbrook WA 6321

("Funding Recipient")

Objective:

- a. To provide all services and services associated with the Cranbrook Library

General Terms

1 Commencement

This agreement commences on the date this agreement is signed by the parties, or if signed on separate days, the date of last signature. (“**Commencement Date**”)

2 Funding

2.1 Shire of Cranbrook Funding

The Shire will provide the Funding Recipient with the funding at the times and in the manner specified in Schedule 3, subject to:

- a) The Shire continuing to have sufficient funding allocated to the project in its own internal budget;
- b) There being no unremedied breach of this agreement by the Funding Recipient;
- c) The Shire being satisfied with the Funding Recipient’s performance of the Project; and
- d) The provision of monthly performance reports to The Shire.

Without limiting The Shire’s rights, The Shire may withhold or suspend any payment in whole or in part if it considers that it may have grounds to terminate this agreement.

2.2 Other Contributions

The Funding Recipient must obtain contributions from other sources to support its services and activities. Such contributions should be noted in the quarterly reports and can be ‘Other Contributions (money)’ and ‘Other Contributions (in-kind)’.

2.3 Taxes, Duties and GST

Unless otherwise indicated, all consideration for any supply under this agreement is exclusive of any GST imposed on the supply. The Funds agreed by The Shire are exclusive of GST.

The Funding Recipient must provide The Shire with a valid, tax invoice, and include GST, prior to payment of the Funds.

3 Funding Recipient's Obligations

3.1 Project Obligations

The Funding Recipient must (and where appropriate, ensure that the Funding Recipient's personnel):

- a) **applicable law:** comply with all applicable laws;
- b) **delegate:** offer a Shire of Cranbrook Councillor a non-voting position on the Gillamii Centre committee;
- c) **performance standards:** carry out the project within the project period, in accordance with this agreement, with due care and skill, to a high professional standard and in a timely manner;
- d) **project account:** ensure that the funds provided are held in an appropriate funding account;
- e) **expenditure:** only expend the funding for the project in accordance with the agreed budget. For avoidance of doubt, the funding shall not be used to purchase an asset;
- f) **records:** keep full and accurate records of the conduct of the project, including progress against the phases, the receipt and use of funding and other contributions (if any) and the creation of project material. These records must be retained by the Funding Recipient for a period of no less than 5 years after the end of the project period;
- g) **financial and accounting records:** keep financial and accounting records relating to the project so as to enable all income and expenditure related to the project to be separately identified in the Funding Recipient's accounts. This obligation continues until 5 years after termination or expiry of this agreement;
- h) **reports:** provide The Shire the reports specified in the schedule and any other information (including access to the Funding Recipient's records relating to the project) or reports as reasonably requested by The Shire;
- i) **meetings:** attend meetings with Shire staff to discuss the project when required and to present to each December meeting of Council on the progress of the project;
- j) **notify change in status:** immediately inform The Shire of any change in the Funding Recipient's status or circumstances that may affect the Funding Recipient's ability to undertake the project or to comply with this agreement; and
- k) **repayment of funds:** if, at any time during the term of this agreement or on expiry or termination of this agreement, there remains an amount of funding that has not been expended in accordance with this agreement or not reported to The Shire's satisfaction, then this amount must be refunded by the Funding Recipient to The Shire within twenty (20) business days of a written notice from The Shire, or dealt with as directed in writing by The Shire. Any amount owed to The Shire under this paragraph will be recoverable as a debt due to The Shire without further proof of the debt being necessary.

3.2 General Obligations

The Funding Recipient must (and where appropriate, ensure that the Funding Recipient's personnel):

- a) **insurance:** take out and maintain throughout the term the insurances specified in Schedule 3 and provide The Shire with evidence of the currency and amount of cover under those policies, promptly at the beginning of each insurance year;
- b) **confidential information:** not use or disclose (directly or indirectly) any of The Shire's confidential information except for the purposes of this agreement, without The Shire's consent or where required to do so by law;
- c) **privacy:** in respect of personal information held by the Funding Recipient in connection with this agreement;
 - a. Comply with the public-sector information privacy principles in the *Privacy Act 1988* and any other applicable legislation regarding privacy; and
 - b. Use that information only for the purposes of this agreement, and disclose that information only as permitted by The Shire; and
- d) **no subcontracting:** may not, without the prior approval of The Shire, subcontract the performance of any obligations under this agreement or the project. The Shire may revoke its approval of a subcontractor on reasonable grounds.

4 Acknowledgements, Warranties and Indemnities

4.1 Acknowledgements

The Funding Recipient acknowledges that they are not an employee, agent, partner or joint venturer of The Shire.

4.2 Warranties

The Funding Recipient represents and warrants that at the commencement date, no conflict of interest exists or is likely to arise in the delivery of the project. The Funding Recipient will immediately inform The Shire if it becomes aware that such a conflict exists or is likely to arise during the term of this agreement.

4.3 Indemnity

The Funding Recipient indemnifies The Shire (including the Shire's officers, employees and agents) against any loss or liability incurred by The Shire, including legal costs, arising from or in connection with any act or omission of the Funding Recipient or the Funding Recipient's personnel under or in connection with this agreement.

5 Termination

5.1 Termination Rights

The Shire may terminate this agreement by giving written notice to the Funding Recipient if the Funding Recipient is in breach of this agreement or becomes Insolvent. No compensation is payable by The Shire for termination under this clause. The period of notice for the termination shall be three months.

5.2 Termination for Convenience

In addition to its rights set out in clause 5.1, The Shire may, at any time and at The Shire's absolute discretion, terminate this agreement by three months written notice to the Funding Recipient. The Funding Recipient must take reasonable steps to mitigate any loss resulting from termination under this clause.

5.3 Termination Due to Funding

The Shire reserves all rights to terminate or amend the budget subject to the availability of funding and hence terminate this agreement by three months written notice to the Funding Recipient.

5.4 Termination by Funding Recipient

The Funding Recipient may terminate this agreement by giving three months written notice to The Shire explaining why they wish to terminate the agreement.

6 Acknowledgment and Publicity

6.1 Funding Recipient's Obligations

The Funding Recipient must, in any publicity in relation to the project approved by The Shire in this agreement, acknowledge the financial and other support provided by The Shire, in the manner set out in Schedule 5 or otherwise approved by The Shire prior to its use.

6.2 The Shire's Rights

The Shire reserves the right to publicise, undertake promotional activities relating to, and report on the awarding of funding to the Funding Recipient and the Funding Recipient's carrying out of the project.

This clause 6.2 continues to apply for a period of 5 years from the date of expiry or earlier termination of this agreement.

7 General

- a) **indemnities:** the indemnities in this agreement are independent from the Funding Recipient's other obligations under this agreement and continue after this agreement ends;
- b) **assignment:** the Funding Recipient must not assign or novate its rights or obligations under this agreement without the prior written approval of The Shire; and
- c) **governing law:** this agreement is governed by the law in force in Western Australia. Each party submits to the non-exclusive jurisdiction of the courts of that state in respect of all matters arising under, or in relation to this agreement.

8 Definitions and Interpretation

8.1 Definitions

In this agreement, unless the contrary intention appears:

Budget: refers to the budget set out in Schedule 1;

Business Day: means in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;

Completion Date: means the day after the Funding Recipient has done all that the Funding Recipient is required to do under this agreement to the satisfaction of The Shire;

Existing Material: means all material in existence prior to the Commencement Date:

- a) incorporated in;
- b) supplied with, or as part of; or
- c) required to be supplied with, or as part of,

the Project Material;

Funding or Funds: means:

- a) the amount or amounts (in cash or kind) payable under this agreement by The Shire to the Funding Recipient as specified in Schedule 1 as the "Shire Funding"; and
- b) where referring to the Funding Recipient's use of, reporting, or acquittal of funds, includes any interest earned on those funds;

Funding Recipient and Funding Recipient's Personnel: includes the Funding Recipient's officers, employees, volunteers, agents and subcontractors;

GST: has the meaning as given in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999;

Insolvent: means being an insolvent under administration or insolvent (each as defined in the Corporations Act 2001), or being in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment, or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or being otherwise unable to pay debts when they fall due or having something with the same or a similar effect happen under the laws of any jurisdiction;

Milestone: means a stage of completion of the project identified as a milestone in Schedule 2;

Other Contributions: means financial or in-kind resources (with in-kind resources valued at market rates) for the project, other than the funding;

Project: means the project and related activities described in Schedule 2;

Project Account: means the account which is used for the purposes of carrying out the project, in the Funding Recipient's name and which the Funding Recipient solely controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 to carry on banking business in Australia. The account must require two signatures for its operation;

Project Material: means any material brought into existence as part of, or for the purpose of, the project;

Project Period: means the period specified in Schedule 2 during which the project must be completed;

Receiver: includes a receiver or receiver and manager.

Records: include documents, receipts, ledgers, invoices, information and data stored by any means and all copies and extracts of the same;

Reports: has the meaning given in Schedule 4; and

Term: means the period from the commencement date to the completion date.

8.2 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.

8.3 Interpretation

In this agreement, unless the contrary intention appears:

- a) words in the singular number include the plural and words in the plural number include the singular;
- b) words importing persons include a partnership and a body whether corporate or otherwise;
- c) all references to dollars are to Australian dollars and this agreement uses Australian currency; and

- d) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended.

8.4 Inconsistency

If there is any inconsistency between:

- a) the body of this agreement and a Schedule, the body of this agreement prevails to the extent of the inconsistency;
- b) the Schedules, the Project Details (Schedule 2) will prevail to the extent of the inconsistency;
- c) the contents of a Schedule, the body of the Schedule will take priority over any sub-documents. The sub-documents have equal status.

EXECUTED as an Agreement

SIGNED for and on behalf of the **Shire of Cranbrook** by:

Linda Gray

.....
Signature

Chief Executive Officer

Date:

SIGNED for and on behalf of the **Gillamii**

Centre by

.....
Print Name

.....
Signature

.....
Position

Date:

SCHEDULE 1 - BUDGET

The Funding Recipient must use the funds only in accordance with the budget, which is set out in the table below:

Year	Budget Item (categories of expenditure)	Shire Funding (ex GST)
2023/2024	Manage and provide Library Services – as per Tier Two, State Public Library Services	\$14,000

- 1.1 The term of this agreement shall be fixed for one (1) year from the date of signing **subject to budgeted available funds** by The Shire.

SCHEDULE 2 - PROJECT DETAILS

1. Representatives

- a. The primary point of contact for The Shire will be:

Community Development Manager admin@cranbrook.wa.gov.au 9826 1008

- b. The primary point of contact for the Funding Recipient will be:

Executive Officer admin@gillamii.org.au 9826 1234

2. The Project

- a. The 'Goal', or primary purpose, of this agreement is to ensure that efficient and effective delivery of all Library services associated with the Cranbrook library branch
- b. In pursuit of this goal, "Project" means the professional management and promotion of the Cranbrook Library and its services and activities.

3. Service

- a. Within the context of (2. The Project) above:
- i. process memberships and loans and reservations of library materials and maintain records and statistics;
 - ii. sort and shelve library materials and maintain shelf order;
 - iii. generate and issue overdue and reservation notice and pursue return of overdue items;
 - iv. assist users in the use of library services and in location information using internal and external resources;
 - v. provide a computer for use free of charge to the community for searching the library's catalogue and to undertake private library based research;
 - vi. arrange inter-library loans, subject requests and special loans for patrons;

- vii. participate in the state-wide inter-library loan services by sending required items to their libraries;
 - viii. process incoming library stock and exchanges including the control of electronic stock management systems;
 - ix. maintain library collections and resources in an accessible and orderly manner;
 - x. maintain effective networks with other community libraries to enhance service delivery and keep abreast of new trends;
 - xi. promote the use of library services and library resources within the community;
 - xii. attend regional library meetings and workshops as necessary.
 - xiii. development of activities and services to increase awareness and utilisation of the library facilities;
 - xiv. provide an annual statement of library statistics for Council information; and
 - xv. maintain the security and safety of the library resources.
- b. Provision of responses to internal and external customer enquiries and complaints relating to the delivery of Library services.

4. Project Period

- 4.1 The Project shall commence on 1 July 2023 and end on 30 June 2024 (subject to available funding). The project and this agreement are to be renegotiated no later than two months prior to the expiration of the contract.

5. Additional Activities

5.1 In pursuit of the above services and within the project period, the Funding Recipient will undertake the following activities:

- a. Provide public internet services
- b. Provide photocopying, printing, laminating and binding services
- c. Attraction of grants for the benefit of the Shire of Cranbrook libraries and community;
- d. Promotion, marketing and communication of the services and activities of the Cranbrook Library for the Shire of Cranbrook community;

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6. Project Milestones

6.1 The Milestones for the project are as follows:

Milestone	Expected Outcomes	Date for Completion
1	Quarterly Reporting	Due 15 days after the end of each quarter Schedule 4.

7. Key Performance Indicators

7.1 The Funding Recipient's key performance indicators are:

No	Funding Recipient Obligation	Performance Indicator
1	Evidence of promotion and activity	Provide examples in reporting
2	One Planning Meeting per year between funding recipient & Shire of Cranbrook	Budget Outcome for Library Services

SCHEDULE 3 – FINANCIAL SCHEDULE

Funding

3.1 Subject to The Shire being satisfied that the Funding Recipient has achieved the relevant milestones and subject to the terms of the agreement, the Funding Recipient will receive the following funds on or about the dates specified in the table:

No.	Amount AUD	Payment
1.	One payment each financial year	Invoice at the beginning of October each year.

Insurance

3.2 The Funding Recipient is required to take out and maintain insurance as specified below and provide The Shire with a copy:

No.	Amount AUD	Category
1	\$10 million per event, unlimited in aggregate	Public liability insurance
2	As required by law any employment related insurances	Workers compensation insurance

SCHEDULE 4 – REPORTING

The Funding Recipient is to provide the following reports to The Shire on the date specified:

Report Type	Indicative Content	Due Date
Quarterly	Library Data; Including but not limited too number of book loans, memberships and time spent undertaking library services	Fifteen (15) days after the end of each quarter
Annual	Document with the annual data, projects / events undertaken and any other relevant information	December Council Meeting each year

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SCHEDULE 5 – PROMOTIONAL MATERIAL

The following acknowledgment is to be given in all printed or electronic acknowledgements and public statements:

“The Gillamii Centre is proudly supported by the Shire of Cranbrook”

The Shire’s logo, set out below, should be used in all printed or electronic acknowledgements and public statements, where appropriate.

This logo cannot be altered or in any way amended. Please contact the Shire if you require the logo in a different format.

