

Community Grant Agreement



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Schedule

Item	Description	Details
1	Agreement Date	
2	Organisation Name and ABN	
3	Activity	
4	Term	12 months
5	Grant Payment	
6	Alinta Energy's notice details	Attention: Mike Searles Address: Level 13, 225 George St, Sydney NSW 2000 Email: community@alintaenergy.com.au
7	Organisation's notice details	Attention: Address: Email:

EXECUTED AS AN AGREEMENT

Signed for an on behalf of Alinta Servco Pty Ltd by its duly authorised representative:

Signed for an on behalf of _____ by its duly authorised representative:

Signature

Signature

Name

Name

Title

Title

Date

Date

PARTIES

Alinta Servco Pty Ltd ABN 46 126 537 362 of Grosvenor Place, Level 13, 225 George Street, Sydney NSW 2000 (Alinta)

The party named in Item 2 of the Schedule (Organisation)

RECITALS

- A. The Organisation has applied to Alinta Energy for a Grant Payment to undertake the Activity.
- B. Alinta Energy has agreed to provide the Organisation the Grant Payment subject to the terms and conditions of this Agreement.
- C. The Organisation agrees to use the Grant Payment to undertake the Activity in accordance with this Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this document:

Activity means the activity referred to in Item 3 of the Schedule.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney.

Claim means any claim, allegation, cause of action, proceeding, suit or demand, however it arises and whether actual or threatened.

Confidential Information means any information which is disclosed or made available by or on behalf of a party (the Discloser) to the other party (the Recipient) during or in connection with this Agreement that is expressly stated, or could reasonably be expected, to be confidential, including this Agreement and the existence and terms of this Agreement, but excluding any information in the public domain (other than due to a breach of confidentiality).

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Intellectual Property Rights means all current and future intellectual and industrial property rights and interests throughout the world, whether or not registered, unregistered or capable of registration, including:

- (a) patents, trademarks, domain names, design rights, inventions, copyright and analogous rights, circuit layout rights, confidential information, trade secrets, know-how and the right to confidentiality;
- (b) applications for, or right to apply for, registration of any of them;
- (c) rights under licences and consents in relation to any of them; and
- (d) other forms of protection of a similar nature or having equivalent or similar effect to any of them, but excluding Moral Rights.

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, whether made by a State, Territory, Commonwealth, or a local government, and includes common law and the principles of equity as applicable from time to time, and any applicable legally binding industry codes of conduct.

Loss includes any loss, damage, liability, fine, penalty, cost or expense (including any legal costs and expenses on a full indemnity basis) of any kind and however arising.

Organisation Deliverables means the materials and information, created or developed by the Organisation as a result of the Activity, described in clause 5.1.

Related Body Corporate has the meaning given in the Corporations Act 2001 (Cth).

Grant Payment means the amount specified in Item 5 of the Schedule.

Tax means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by law, together with any related interest, penalty, fine or other charge.

1.2 Interpretation

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

- (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) anything (including a right, obligation or concept) includes each part of it, but this does not imply part performance of an obligation is full performance.

(b) A singular word includes the plural, and vice versa.

(c) A reference to information is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.

(d) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.

(e) The meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions.

1.3 A reference to dollars or \$ is to an amount in Australian currency. Non Business Days If the day on or by which a person must make a payment under this Agreement is not a Business Day, the payment must be made on or by the next Business Day.

2. ACTIVITY STANDARDS

2.1 Organisation to carry out the Activity

The Organisation must:

- (a) carry out the Activity in accordance with this Agreement and all applicable laws, authorisations, permits, licences or standards that relevantly apply, including obtaining those authorisations, permits, licences or standards that may be required to carry out the Activity;
- (b) use the Grant Payment solely for the Activity and not vary the Activity without Alinta's consent;

- (c) maintain records of expenditure of the Grant Payment and provide Alinta with periodic reports highlighting the impact of the Grant Payment on request;
- (d) carry out the Activity promptly and without delay;
- (e) allow Alinta to make public announcements containing information, photos and data provided by the Organisation, in the Organisation Deliverables or otherwise, at any time;
- (f) allow Alinta to refer to its Grant of the Organisation and use the Organisation's logo at any time;
- (g) obtain Alinta's prior written consent each time the Organisation proposes to use Alinta's logo or refer to this Agreement, the Grant Payment or Alinta's support or sponsorship;
- (h) take responsibility for and rectify immediately, at their own cost, any misuse or alteration of Alinta's logo by the Organisation; do nothing that would, or could be reasonably expected to, adversely affect Alinta's business, reputation, interests or goodwill; and
- (i) comply with all reasonable and lawful instructions or directions given by Alinta.

2.2 Subcontracting

The Organisation is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

2.3 Notifications

The Organisation agrees to give Alinta written notice of anything reasonably likely to adversely affect the undertaking of the Activity, or performance of its other requirements under this Agreement.

2.4 Alinta not employer

The Organisation and its personnel are not, by virtue of this Agreement, employees, agents or partners of Alinta and are not authorised to bind or represent Alinta.

2.5 Organisation responsible

The Organisation is responsible and liable for any act, omission, default or negligence of its personnel, agents or subcontractors as if it were the act, omission, default or negligence of the Organisation.

2.6 Non-exclusive

The Organisation may receive sponsorship, grants or other benefits from other parties, provided that the terms of any such agreements do not prevent the Organisation from satisfying its obligations under this Agreement.

3. GRANT PAYMENT

3.1 Alinta to pay Grant Payment

- (a) In consideration for the Organisation carrying out the Activity in accordance with this Agreement, Alinta will pay the Grant Payment.
- (b) The Grant Payment will be paid as a one-off, lump sum payment, includes provision for all costs, expenses, levies, duties and taxes incurred by the Organisation in the performance of the Activity, and is not subject to adjustment.

3.2 Invoice

- (a) The Organisation must submit an invoice to Alinta within two weeks of Alinta issuing the Organisation with a Purchase Order number.
- (b) Each payment claim must be in the form and include the information reasonably required by Alinta.

3.3 Payment

Alinta must pay the amount claimed by the Organisation in the payment claim no later than 30 days after the last day of the month in which the payment claim was received.

4. INSURANCE

The Organisation must maintain adequate insurance related to the Activity, for the duration of the Activity and provide Alinta with proof of insurances when requested.

5. ORGANISATION DELIVERABLES

5.1 Deliverables provided by Organisation

On request by Alinta, the Organisation must promptly provide any information, including photographs, written summaries of activities and relevant data, relating to the Activity and the projects or programs funded by the Grant Payment (the Organisation Deliverables).

5.2 Intellectual Property Rights

- (a) As between the parties, all Intellectual Property Rights in the Organisation Deliverables remain the property of the Organisation.
- (b) The Organisation grants to Alinta a non-exclusive, perpetual, irrevocable, assignable, royalty free licence (including the right to sublicense) to use, reproduce, modify, adapt, disseminate and exercise the Intellectual Property Rights in the Organisation Deliverables for any purpose related to Alinta's business.
- (c) The Organisation warrants to Alinta that it is entitled to licence the Intellectual Property Rights in the Organisation Deliverables to Alinta in accordance with this clause 5.

6. TERMINATION

6.1 Termination by Alinta

Alinta may terminate the Agreement immediately by giving written notice to the Organisation if:

- (a) the Organisation has provided false or misleading statements in their application for the Grant Payment;
- (b) the Organisation commits a breach of the Agreement;
- (c) the Organisation fails to provide any of the Organisation Deliverables; or
- (d) the Organisation commits an act or omission which brings or, in Alinta's reasonable opinion, may bring the reputation of Alinta into disrepute.

6.2 Effect of termination

In the event that this Agreement is terminated in accordance with clause 6.1:

- (a) if Alinta has not yet made the Grant Payment in accordance with clause 3.3, the Organisation is not entitled to any payments for any part of the Grant Payment not yet paid at the date of termination; or

- (b) if Alinta has made the Grant Payment in accordance with clause 3.3, if requested by Alinta the Organisation must repay all or part of the Grant Payment within 30 days of notice by Alinta to make the repayment.
- 6.3 Organisation's indemnity
- The Organisation must indemnify Alinta and keep Alinta indemnified from and against any Claim or Loss brought against, suffered or incurred by Alinta in connection with this Agreement (except to the extent the Claim or Loss was caused or contributed to by Alinta's gross negligence or wilful misconduct).
- 6.4 Exclusion for consequential loss
- Neither party will be liable to the other for any consequential loss of any kind, including but not limited to loss of prospective profits or benefits.
7. CONFIDENTIALITY
- 7.1 Confidential information
- (a) Except to the extent required by law, or with the prior written consent of the Discloser, the Recipient must keep any Confidential Information confidential and only use it for the purposes of performing this Agreement.
- (b) If requested by the Discloser, the Recipient must promptly return or destroy any materials containing Confidential Information in the possession or control of the Recipient and provide written confirmation of such return or destruction.
8. DISPUTE RESOLUTION
- (a) If any dispute or difference between the parties arises under or in connection with this Agreement (Dispute), either party may give the other party written notice of the Dispute.
- (b) Within 10 Business Days after notice of a Dispute is given, an authorised representative of each of party must meet and in good faith seek to resolve the Dispute.
- (c) A party may only commence court proceedings in relation to a Dispute if the parties are unable to resolve it within 15 Business Days of the meeting referred to in clause 8(b).
- (d) Nothing in this clause 8 prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.
- (e) Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this Agreement.
9. GOODS AND SERVICES TAX
- (a) Any reference in this clause 11 to terms defined or used in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) Any amount referred to in this Agreement which is relevant in determining a payment to be made by one of the parties to another is exclusive of GST unless indicated otherwise.
- (c) If GST is imposed on a supply made under or in connection with this Agreement, then the consideration provided for that supply is increased by the rate at which that GST is imposed. The additional consideration is, subject to the supplier providing the recipient with a tax invoice as required by the A New Tax System (Goods and Services Tax) Act 1999 (Cth), payable at the same time and in the same manner as the consideration to which it relates.
- (d) If a party refunds to another party any amount on which GST has been paid, that party must also refund an amount in respect of any GST paid in respect of that amount.
- (e) If a party is entitled to be reimbursed for an expense or outgoing incurred in connection with this Agreement, then the amount of the reimbursement will be net of any input tax credits which may be claimed by the party being reimbursed in relation to that expense or outgoing.
- (f) Each party must have an ABN and be registered for GST.
10. AMENDMENT AND ASSIGNMENT
- 10.1 Amendment
- This Agreement may only be amended or replaced by written agreement signed by the parties.
- 10.2 Assignment
- (a) The Organisation may not assign its rights under this Agreement.
- (b) Alinta may assign and/or novate its rights and obligations under this Agreement at any time. Alinta shall notify the Organisation of any such assignment or novation but shall not be required to obtain the Organisation's consent.
11. NOTICES
- (a) A notice under this Agreement may be given by mail or email and must be in writing, signed by the party giving notice and addressed to the other party's representative.
- (b) Each party's address and email address, for the purposes of giving a notice under this Agreement, are set out in the Schedule.
12. GENERAL
- 12.1 Governing law and jurisdiction
- This Agreement is governed by the laws of New South Wales. Each party submits to the jurisdiction of the courts of New South Wales and of any court that may hear appeals from them for any proceedings in connection with the Agreement.
- 12.2 Liability for expenses
- Each party must pay its own expenses incurred in negotiating, executing and, where applicable, stamping and registering this Agreement.
- 12.3 Operation of Agreement
- (a) This Agreement contains the entire agreement between the parties about its subject matter.
- (b) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable.
- (c) Clauses 6, 7, 8, 9, and 12 of this Agreement survive termination or expiry of this Agreement.
- 12.4 Counterparts
- This Agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this Agreement, and all together constitute one agreement.

12.5 Modern Slavery

- (a) The Organisation represents and warrants that, having made reasonable enquiries and to the best of its knowledge, with respect to or in connection with the subject matter of the Agreement:
- (i) neither it nor any of its officers, directors, employees, Related Bodies Corporate, subcontractors or agents have been convicted of or been the subject of any enforcement proceedings by a governmental or regulatory body relating to a modern slavery or human trafficking offence;
 - (ii) it has read and agrees to comply with Alinta Energy's Organisation Code of Conduct and will provide evidence to the satisfaction of Alinta which validates the Organisation's compliance with this clause.

