

# **Community Futures Fund Grants Program**

**Guidelines and application form**



**July 2008**

**Community Futures Task Force**

# Chair's Message



The Community Futures Task Force (CFTF) provides support to communities affected by the Queensland Government's decisions to develop the proposed Traveston Crossing and Wyalaring Dams.

The Community Futures Fund has been developed to support community activities in the proposed dam areas.

The fund is designed to help community groups provide services and to alleviate concerns around decreasing membership and funding following the announcement of the dams.

The fund will focus on projects, events and celebrations that help maintain strong community spirits and involve as many of the local community as possible.

Community groups can seek funding of up to \$5,000 for eligible projects on the basis that the fund will contribute up to \$2 for every \$1 contributed by the applicant.

The fund will be managed by the Community Futures Task Force while grant applications will be evaluated in conjunction with the Department of Communities and Department of Tourism, Regional Development & Industry.

Applying for funding from the Community Futures Fund will in no way be regarded as an indication of support for the proposed Traveston Crossing Dam.

I encourage eligible organisations to apply for funding under the Community Futures Fund Guidelines 2008 and look forward to working together on your community projects in the near future.

**Major General Peter Arnison AC CVO (Ret'd)**  
**Chair, Community Futures Task Force**

## Community Futures Fund

These guidelines are correct as at July 2008.

This document is available on our website at [www.communityfutures.qld.gov.au](http://www.communityfutures.qld.gov.au) where you can also read more on the role and activities of the Community Futures Task Force (CFTF).

### Objective

The objective of the Community Futures Fund is to assist communities affected by the proposed Traveston Crossing and Wyaralong dams by:

- supporting the continuation of established community service organisations which have been impacted by membership and funding concerns,
- supporting community based projects, functions and events of the type normally provided by these community service organisations, and
- supporting the activities of the Community Futures Task Force (see below).

### Role of the Task Force

Full details on the role of the Task Force are available on our website at [www.communityfutures.qld.gov.au](http://www.communityfutures.qld.gov.au)

Our broader role is to:

- address the immediate effects of the decision to build the dams and develop strategies and approaches in relation to health, social issues, property resumptions, business impacts and industry adjustment,
- develop strategies and action plans for individuals, businesses and communities to help them maximise the longer term opportunities presented by the proposed dam developments,
- engage the community in the Task Force work program and provide regular community information by way of the One Stop Shop, visits, our newsletter and website and our freecall telephone number **1800 133 258**, and
- provide linkages between individuals, communities, businesses, local governments, the Federal Government and the State Government to address issues and impacts as appropriate.

## What projects are eligible for funding?

To be eligible for support under the Community Futures Fund Guidelines your project must:

- contribute to the Community Futures Fund objective outlined on this page, and
- provide a benefit, welfare or enjoyment to be received by the community.

The benefit need not be a financial benefit, but must demonstrate that it is for the amenity, enjoyment or social welfare of the community.

The community to receive the benefit will be located in the area affected by the proposed Traveston Crossing and Wyaralong dams and the immediately adjacent areas within the Mary Valley or Boonah District.

Examples of proposed projects more likely to receive funding include:

- a function inviting the community or your organisation's members to attend events, celebrations and performances your group has arranged (eg a drama group performing a play at the local hall), or
- an activity of a cultural, educational, entertainment, informational or social nature (eg a school excursion).
- Capital expenditure items to help your community group or organisation with new or upgraded facilities and equipment.

**Note:** Preference will be given to proposals from community organisations that can contribute up to one-third of the cost of the project.

## What projects are not eligible for funding?

Projects that will generally not be supported by the Community Futures Fund include:

- activities not primarily involving communities in the areas affected by the proposed dams,
- activities with a significant business purpose, eg sales, development or promotions,
- items such as ongoing running or maintenance costs for machinery or equipment.
- recurring items such as administrative or infrastructure charges,
- activities with an underlying business marketing, promotional or advertising theme,

- gatherings of individuals, not connected by an underlying community theme, and
- events which create community disturbance and annoyance.

### **What funding is available?**

Community organisations can seek funding of up to \$5000 for eligible community projects; and up to \$10,000 for special cases for capital expenditure and repairs and maintenance projects, on the basis that the fund will contribute up to \$2 for every \$1 contributed by the applicant.

Successful project applications will generally receive a cash grant between \$1000 and \$5000 for community projects (excluding GST) however grants may fall outside this range where special circumstances apply.

For capital and repairs and maintenance expenditure projects, grants may be approved above \$10,000 where special circumstances apply.

**Note:** Full details on the funding available and eligibility requirements are outlined in the Community Futures Fund Offer in Appendix 1.

### **How and when should I apply?**

You need to complete the attached Project Proposal application form (see Appendix 2).

If you need advice or assistance in completing your application you should contact the Task Force on **1800 133 258** or by emailing [info@communityfutures.qld.gov.au](mailto:info@communityfutures.qld.gov.au)

It is important you recognise that the Community Futures Fund is a grant process which is assessed for eligibility against the Fund's criteria.

**Note: Submission of an eligible Project Proposal does not guarantee approval.**

Time limits will apply to the offer and acceptance of the grant and payment of claims.

If the time limits are exceeded, the grant will lapse and you will need to complete a new grant application.

Applications are to be submitted no longer than 180 days prior to the scheduled date for the community activity.

If the planned activity is delayed by more than 90 days after its scheduled date, the offer will lapse.

If any claims are unsubstantiated and delayed by more than 90 days after the community activity

has occurred, any outstanding claims will be forfeited.

Any material variation to the project will cause the grant to be forfeited, and a new application will be required to reinstate the offer.

These provisions are to ensure that grant offers or claims are not delayed indefinitely.

### **Does my organisation meet eligibility requirements?**

To be eligible for grant funding your organisation must:

- be not-for-profit,
- benefit a community affected by the proposed dams and have a reputable standing in that community,
- be capable and have demonstrated experienced in undertaking similar projects,
- be formally structured with elected officers in the positions of Chairman/President, Secretary and Treasurer,

(For small organisations where this cannot be demonstrated, the applicant must be supported by a suitable sponsoring entity that can meet this requirement)

- have a charter or outline of its objectives and (where appropriate) access to a bank account, be able to report a history of operating as a desirable community service organisation in a community affected by the proposed dams, and,
- meet a basic due diligence assessment (if required).

### **How will my application be assessed?**

Both your organisation and your project must be eligible for funding for your application to be considered.

Your application will be assessed by a monthly meeting of the Community Futures Fund Assessment Committee.

The committee will determine the suitability of your application and the amount of funding to be provided.

The assessment process involves assessment against the Fund's eligibility criteria and may include a due diligence process to verify your organisations bona fides and financial position.

If your organisation does not meet certain eligibility criteria (eg it is unregistered or does not have a bank account) your application must be supported by:

- a local service club (e.g. Rotary or Lions),
- a local shire council, or
- a local church group.

### **What if my application is successful?**

If your application is successful you will be sent a letter of offer.

Offers of grant funding will remain open for a period of one month from the date of the letter of offer to the Project Manager unless otherwise agreed.

### **Acknowledgment of your offer**

The Project Manager must accept the offer within one month of its receipt otherwise the offer will lapse without notification.

If a written response is not received from the Project Manager within one month from the date of the letter of offer, it is agreed that the Project Manager does not wish to take up the offer.

### **What if my application is unsuccessful?**

Appeals against a decision must be made in writing within 20 business days of receipt of a decision and should be directed to the Executive Director, Community Futures Task Force.

### **Will my application details be disclosed?**

The identity of successful applicants, the broad details of the project and the amount of the grant may be disclosed for governmental purposes, such as reporting to a Minister, the Auditor-General or Parliament (including a Parliamentary Committee).

Some details may also be used in promoting the activities of the Community Futures Fund.

The Community Futures Task Force may also disclose information with the consent of particular applicants, or where it is required by law to do so.

### **Where can I get further information?**

Community Futures Task Force  
Level 5, Executive Annexe  
102 George St Brisbane Queensland  
PO Box 15168 City East, Queensland 4002  
Australia

Telephone: 1800 133 258

Fax: (07) 3224 5310

Email: [info@communityfutures.qld.gov.au](mailto:info@communityfutures.qld.gov.au)

## Appendix 1

## The Community Futures Fund Offer

Cash grants will be provided generally within the range of \$1000 to \$5000. Special consideration may be given by the assessment committee for Capital expenditure items up to \$10,000. Projects may also be considered outside of this normal range where special circumstances apply.

Grants will be assessed on their individual merits in meeting the Fund's criteria. Grants will be provided only in the form of cash, and not in kind or as payment to external suppliers to the project.

Grants may be paid in part or in full, in arrears, based on reimbursement of proven actual expenditure, where costs are not readily able to be estimated. In some instances grants may be paid in advance of the activity, where there is a reasonable estimate of the project cost.

Written evidence of the activity must also be provided on the Fund's acquittal form, within two months of the project activity.

The grants will be funded up to two-thirds of eligible project costs however special circumstances may warrant grants outside of this range. If the co-contribution does not meet the one-third share of the total project cost, the grant will be scaled back on a pro-rata basis, in the absence of special circumstances.

Eligible co-contributions include cash contributions and direct project costs such as project consumables, key minor equipment purchases and operational expenditures directly incurred as a result of the project. Ineligible co-contributions include time and salary costs of people associated with the applicant.

Grants will be offered through the Community Futures Fund for applications up to 30 June 2009, subject to availability of funding.

Each approved project is to be managed by an official from the community service organisation as a single point of contact for the Community Futures Task Force for matters relating to the project.

A formal financial assistance agreement outlining the terms of the grant will be provided and acknowledged between the State of Queensland and the applicant.

The on-going administration of the Community Futures Fund will be arranged by the Community Futures Task Force, which may outsource the role to a suitably qualified commercial service organisation with experience in grant administration.

The Queensland Government has a preference for the cash grant monies to be expended within the State.

# Community Futures Fund

## Application Form

### 1. APPLICANT DETAILS

a	<b>Applicant Name</b> <i>As per ABN registered name</i>			
b	<b>Australian Business No (ABN)</b> <i>Must correspond to Applicant name</i>	<b>Registered for GST?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c	<b>Sponsoring Entity</b> <i>If not registered Entity/ Association</i>			
d	<b>Sponsoring Entity ABN</b> <i>If not registered Entity/ Association</i>			
e	<b>Street Address</b>			
f	<b>Town</b>		<b>Post Code</b>	
g	<b>Postal Address</b> <i>If different to above</i>		<b>Post Code</b>	

### 2. CONTACT DETAILS

a	<b>Salutation</b> (eg Mr, Mrs, Dr)			
b	<b>First Name</b>			
c	<b>Surname</b>			
d	<b>Position/ Title</b>			
e	<b>B/Phone No</b>		<b>Mobile No</b>	
f	<b>Email</b>		<b>Facsimile</b>	

### 3. ORGANISATION DETAILS

a	<b>Type of Applicant</b>	<input type="checkbox"/>	Club or Association	<input type="checkbox"/>	Other (Specify)	<input type="text"/>
b	<b>Community Activity</b> <i>Please provide a brief description of the community activity normally engaged by the organisation</i>  <i>If more space is required, please provide attachments.</i>					
c	<b>Number of Members</b>	<b>Full time</b>		<b>Part time</b>		
		<i>Current</i>		<i>Current</i>		
d	<b>Permanent/Regular</b>					
e	<b>Casual/Itinerant</b>					

<p><b>Names and positions of office holders</b>  eg. John Smith - Treasurer</p>	
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**4. PROJECT TITLE**

<p><b>Project Title</b>  Please provide a brief description of project</p>	
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**5. COMMUNITY PROJECT DESCRIPTION**

<p><b>What is the purpose of your proposed project?</b>  How will your project help your club and the wider community?    If more space is required, please provide attachments.</p>	
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**6. PROJECT COST/BUDGET**

All figures must be excluding GST  
Please attach a formal quotation

	Date	Activity	Project Cost \$	Break up of proposed funding for this project	
				Own Contribution \$	CFF Contribution \$
a					
b					
c					

d				
e				
f	<b>Total project activity cost:</b>		<b>Total CFF</b>	

## 7. ANTICIPATED OUTCOMES

a	Please provide brief details of potential outcomes for the community
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## 8. PROVIDE DETAILS OF EVENTS OR ACTIVITIES TO BE UNDERTAKEN (to arrange payment(s))

Please list the event or activity to be completed for this grant to be paid.  
Payment in advance will only be made in exceptional cases, please provide justification if this is required. If payment is required before supply invoices are paid, proof of payment will still be required after payment has been made.

		Amount Requested	Community Futures Task Force Use Only			
a	Event or Activity to be Completed in order for payment to be processed	Due Date	Grant Amount (Excl GST)	Grant Amount (Excl GST)	GST Amount	Total Payment (Incl GST)
b						
c						
d						
e	<b>Totals:</b>					

## 9. Banking Details

<b>Applicant (or sponsoring organisation's) BANKING DETAILS</b> <span style="color: red; font-weight: normal;">Vendor number (Finance Only)</span> <input style="width: 100px; height: 15px;" type="text"/>	
In the event of funding approval, please provide the following details to assist with electronic funds transfer. <b>THIS INFORMATION IS CONFIDENTIAL</b>	

a <b>Bank Name</b>	
b <b>Branch Location</b>	
c <b>BSB Number</b>	<b>Bank Account Number</b>
d <b>Account Name</b>	

## 10. Confidentiality

<p><b>CONFIDENTIALITY</b></p> <p>The Community Futures Task Force will not reveal to any person any of the confidential operations, dealings, or affairs of the Applicant that comes to its knowledge through this Agreement, but reserves the right to disclose publicly general information to promote the grant scheme.</p>
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## COMMERCIAL-IN-CONFIDENCE

The Community Futures Task Force may publicise the awarding of grants to promote the Community Futures Fund. The Task Force may release the Grantee's name, the amount of financial assistance and general details of the project. Are there any Commercial-in-Confidence issues associated with the project that should not be publicly disclosed?

YES	NO	
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If "YES", please provide details and reasons why aspects of the project proposal are considered Commercial-in-Confidence.

## PRIVACY STATEMENT

The Community Futures Task Force abides by the Queensland Government's Privacy Scheme regarding management of personal information. The Task Force's use of the Applicant's information is in accordance with the Privacy Scheme. The Applicant's information may be used by the Task Force for the following purposes:

1. to administer the grant;
2. to provide the Applicant with future generic information on Task Force activities; and
3. to survey grant recipients as part of a Task Force's service delivery assessment.

The Commercial-in-Confidence and Confidentiality statements above outline the information which may be disclosed to third parties. Otherwise, the Applicant's information will not be disclosed to any person or agency without the Applicant's express consent.

## Applicant Certification

I/We hereby certify that all details provided in this application are true and correct and understand the Task Force's policy on Confidentiality, Commercial-In-Confidence and Privacy Statement as stated in this document.

Name/s


Signature/s


Date


## Sponsoring Entity Certification

**(To be completed where the applicant has been auspiced by a sponsoring entity)**

I/We as office bearers for (Entity Name).....(ABN Number)..... hereby agree to act as sponsoring entity for the above applicant and verify the applicant and project are in compliance with grant conditions. I/We also agree to accept and acquit grant monies on behalf of the applicant.

Name/s


Signature/s


Date


### NOTE:

**Please ensure that the Applicant (and the Sponsoring Entity if applicable) has/have signed the attached Agreement.**

**THIS AGREEMENT** is made between the **STATE OF QUEENSLAND** through the Community Futures Task Force (“**Us**”) and the **APPLICANT** (“**You**”).

## 1 INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears:

‘**Agreement**’ means this document, including the Application Form.

‘**Applicant**’ means the person described in Item 1(a) of the Application Form.

‘**Application Form**’ means page 1 to 4 of the Agreement.

‘**Business Day**’ means a day that is not a Saturday, Sunday or public holiday:

- (a) in Brisbane; or
- (b) at the street address for You set out in Item 1(f) of the Application Form.

‘**Claim Request**’ means a claim for reimbursement of expenditure by You for a Deliverable, including the information and material set out in Schedule 1 of the Agreement.

‘**Deliverable**’ means an event or activity to be undertaken as set out in Item 8 of the Application Form.

‘**Due Date**’ means the date by which a Deliverable must be achieved, as set out in Item 8 of the Application Form.

‘**Financial Assistance**’ means the total grant funds approved by Us in our sole discretion, subject to clause 3.3.

‘**Financial Assistance Request**’ means the sum of the ‘Requested Amount, Grant Amount (Excl GST)’ column in Item 6 of the Application Form.

‘**GST**’ means any tax imposed by or through the GST Legislation.

‘**GST Amount**’ means the amount of GST that may be payable in respect of any taxable supply under this Agreement, calculated at the rate of GST applicable at the time of the taxable supply.

‘**GST Legislation**’ means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related tax imposition Act (whether imposing tax as a duty of customs excise or otherwise) and include any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts.

‘**Project**’ means the project described in Item 4 and Item 5 of the Application Form.

‘**Sponsoring Entity**’ means an Entity prepared to confirm the bona fides of the Applicant and is a registered association.

‘**Start Date**’ means the date this Agreement is signed by the last party to sign this Agreement.

‘**Tax Invoice**’ has the meaning given to that term in the GST Legislation.

1.2 In this Agreement:

- (a) a reference to an individual or person includes a corporation or other legal entity or, where a person is nominated, the individual occupying that position;
- (b) a reference to ‘Us’ ‘We’ or ‘You’ respectively includes Our and Your officers, employees, contractors or agents.
- (c) words importing a gender include any other gender;
- (d) words in the singular include the plural and vice versa;
- (e) headings have been inserted for ease of reference only and are not intended to affect the meaning of this Agreement;
- (f) in the case of any inconsistency between a Schedule and a clause in this Agreement, the clause will prevail to the extent of any inconsistency;
- (g) defined terms include other parts of speech and grammatical forms of the defined word or phrase;
- (h) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it; and
- (i) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually.

## 2 YOUR OBLIGATIONS

2.1 You must:

- (a) achieve each Deliverable by its respective Due Date;
- (b) demonstrate to Our satisfaction that each Deliverable was achieved by its respective Due Date;
- (c) submit a Claim Request to Us for each Deliverable within 90 days after the community activity has occurred;
- (d) exercise due care and skill in carrying out the Project;
- (e) use the Financial Assistance only for the purposes of the Project; and
- (f) provide evidence of payment for each Deliverable.

2.2 You must not submit a Claim Request:

- (a) that, in aggregate with the Claim Requests already submitted and paid, would exceed the amount of the Financial Assistance;
- (b) which includes a request for reimbursement of an expense that has already been claimed for from either Us or another party; and
- (c) for an amount more than the approved amount for the respective Deliverable.

2.3 It is an express condition of this Agreement that:

- (a) all information contained in the Application Form or that You otherwise provide in support of the Agreement; and
- (b) all ancillary material provided by You at any time under or in connection with the Application Form or this Agreement,

be true, accurate and complete.

## 3 PROVISION OF FINANCIAL ASSISTANCE

3.1 We must reimburse You for the amount stated in a valid Claim Request.

3.2 Despite clause 3.1, we are not obliged to reimburse any amount stated in a Claim Request if You have not complied with Your obligations under the Agreement.

3.3 The amount of Financial Assistance shall not exceed \$5,000 for community projects or \$10,000 for capital and repairs and maintenance expenditure projects unless We, at Our absolute discretion, determine otherwise.

3.4 You acknowledge that We are under no obligation to provide future financial assistance in relation to the Project unless We in Our absolute discretion determine otherwise.

## 4 TERM

4.1 This Agreement starts on the Start Date and ends 90 days from the date of the last Deliverable.

## 5 CONFIDENTIALITY

5.1 You acknowledge and agree that We may publicly disclose:

- (a) Your name;
- (b) details of the Financial Assistance; and
- (c) details of the Project.

## 6 INDEMNITY

6.1 In this clause ‘claim’ includes any claim, action, proceeding, demand, liability, obligation, costs, loss, damages and expenses.

6.2 You release (to the full extent permitted by law) and indemnify Us from and against any claim which may be brought against or made upon or incurred by Us arising directly or indirectly out of:

- (a) any breach of this Agreement by You; or
- (b) any act or omission by You in connection with the Project, except to the extent that any act or omission by Us caused or contributed to the claim.

6.3 You carry out the Project entirely at your own risk and We will not be liable for any claim brought against or made upon or incurred by You in carrying out the Project.

## 7 DELAY

7.1 If for any reason You believe that You will not be able to achieve a Deliverable by the corresponding Due Date, You must notify Us in writing of the cause and nature of the delay and detail the steps You will take to address the delay.

## 8 TERMINATION

8.1 We may immediately terminate this Agreement by notice in writing if:

- (a) You breach clause 2 of this Agreement and:
  - (i) the breach is not capable of being cured; or

- (ii) the breach is capable of being cured and You fail to remedy the breach within 14 days after a notice to remedy from Us specifying the breach;
- (b) You notify Us that You are unable or unwilling to commence or continue with the Project; or
- (c) You:
  - (i) enter into any arrangement or composition with Your creditors generally, or have a controller, receiver, receiver and manager or administrator appointed;
  - (ii) go into liquidation or pass a resolution to go into liquidation, otherwise than for the purposes of reconstruction;
  - (iii) have execution levied on any of Your assets and the execution is not satisfied within 28 days; or
  - (iv) are otherwise (in Our reasonable opinion) unable to pay Your debts when they fall due.

8.2 If We terminate this Agreement under clause 8.1. We may, in the notice of termination, require You to immediately repay all or part of the Financial Assistance paid and such sum will be a debt due and recoverable by Us.

8.3 You may terminate this Agreement by notice in writing to Us at any time before the first Due Date if no Financial Assistance has been paid or is payable on or before the termination. If this Agreement is terminated under this clause, we are not required to pay any Financial Assistance to You.

## 9 SURVIVAL OF CLAUSES

9.1 The following clauses will survive termination or expiration of this Agreement:

- (a) clause 5 (Confidentiality); and
- (b) clause 6 (Indemnity).

## 10 AGREEMENT MANAGEMENT

10.1 You nominate the person specified in Item 2 of the Application Form to be the contact officer for the day to day management of this Agreement. You may change the contact officer by notice to Us.

## 11 GOODS AND SERVICES TAX (GST)

11.1 The Financial Assistance payable under this Agreement is exclusive of GST.

11.2 We will pay to You the GST Amount in addition to the Financial Assistance, subject to You first submitting to Us a valid Tax Invoice in respect of the supply.

11.3 If, for any reason there is, including without limitation:

- (a) any amendment to the GST Legislation;
- (b) the issue of a ruling or advice by the Commissioner of Taxation;
- (c) a refund to Us or to You in respect of a supply made under this Agreement; or
- (d) a decision of any tribunal or court,

and the amount of GST paid by Us differs from the amount of GST paid or payable by You to the Commissioner of Taxation, then You must issue an appropriate GST adjustment note and any difference must be paid by or to Us as the case may be.

11.4 The parties agree to exchange such information as is necessary to enable each party to accurately assess its rights and obligations under this clause.

## 12 NOTICES

12.1 Any notice or other communication to be given under this Agreement must be in writing and may be delivered by hand, or sent by pre-paid post, facsimile or e-mail transmission to the respective addresses set out in the Application Form or any substitute address a party may notify to the other for the purposes of this clause.

12.2 Notices will be deemed to have been given:

- (a) if mailed – 2 Business Days after posting;
- (b) if delivered – on the date of delivery;
- (c) if faxed – on the sender's fax machine noting an apparently successful transmission; or
- (d) if emailed – on the date of the email,

except that a notice that is delivered, faxed or emailed after 5:00pm on any day, will be deemed to be received on the next Business Day.

## 13 VARIATION

13.1 This Agreement may only be varied by agreement in writing signed by both parties.

## 14 GENERAL PROVISIONS

14.1 Entire Agreement - The terms of agreement between the parties are those set out in this Agreement, and no written or oral agreement, arrangement or understanding made or entered into prior to the Start Date will in any way be read or incorporated into this Agreement.

14.2 No assignment – You may not assign the Agreement or any of the benefits or obligations under the Agreement without Our prior written consent.

14.3 Subcontracting – You may not subcontract any part of Your obligations under this Agreement without Our prior written consent.

14.4 Relationship – The parties agree that no employment relationship, agency or partnership exists between Us and You.

14.5 Severability – The invalidity or unenforceability of any one or more of the provisions of this Agreement will not invalidate or render unenforceable the remaining provisions of the Agreement. Any illegal or invalid provision or part of a provision of this Agreement will be severable and all other provisions will remain in full force and effect.

14.6 Jurisdiction – This Agreement is governed by the law of the State of Queensland and the parties agree to submit to the jurisdiction of the courts of the State of Queensland.

14.7 Waiver – No right under this Agreement will be deemed to be waived except by notice in writing agreed by the waiving party. A failure by a party to enforce at any time any provision of this Agreement will not constitute a waiver of the party's rights in respect of the provision.

14.8 Compliance with laws – You must comply with all relevant laws that may be applicable to Your activities.

14.9 Costs - The parties will pay their own costs (including legal costs), expenses and disbursements of and incidental to the preparation, execution and stamping of this Agreement.

14.10 Time - Any act, matter or thing required under this Agreement to be done on a day which is not a Business Day must be done on the next succeeding Business Day.

## SCHEDULE 1 – INFORMATION AND MATERIAL FOR CLAIM REQUESTS

S3.1 A statement signed by You setting out:

- (a) a description of the Deliverable;
- (b) each item of expenditure by You on the Deliverable;
- (c) the date of each item of expenditure; and
- (d) the total expenditure by You on the Deliverable.

S3.2 Evidence of expenditure on the Deliverable satisfactory to Us including:

- (a) original Tax Invoices; and
- (b) original receipts for payments of Tax Invoices or original bank statements of You showing payment of the (Tax) Invoices.

S3.3 Copies of reports, studies and other research if the Deliverable is the production of reports, studies or other research.

S3.4 If the Deliverable is the purchase of equipment or the production of a tangible product, photographs of that equipment or tangible product.

S3.5 A statement signed by You setting out:

- (a) the progress of the Project;
- (b) Your view on the continuing viability of the Project; and
- (c) any adverse matter which may affect the Project or You.

S3.6 Any other information and material reasonably requested by Us.

**EXECUTED** for and on behalf of the )  
**COMMUNITY FUTURES TASK FORCE** by )

..... (insert name) )

..... (insert position) )

.....  
(signature)

a duly authorised person, in the presence of:

.....  
(Signature of Witness )

...../...../.....  
(date)

**EXECUTED for and on behalf of/by:**

**Applicant** )

..... )  
(Name of Applicant) )

..... )  
(ABN of Applicant) )

by )

..... (insert name) )

..... (insert position) )

.....  
(signature of executive officer/director)

an Executive Officer/Director of the Applicant

...../...../.....  
(date)

**Sponsoring Entity** )

..... )  
(Name of Sponsoring Entity) )

..... )

(ABN of Sponsoring Entity)

by )

..... (insert name) )

..... (insert position) )

.....  
(signature of executive officer/director)

an Executive Officer/Director of the Sponsoring Entity

...../...../.....  
(date)