

**Grant Agreement [INSERT YEAR]
[INSERT NAME OF PROJECT]**

This Grant Agreement ('Agreement') is entered into on this the **(Effective Date)** by and between:

1. Kyeema Foundation Ltd (hereafter 'Kyeema')
ABN 84 107 210 015
Level 7, 307 Queen St
Brisbane Qld 4000
AUSTRALIA

2. [LIST GRANTEE ORGANISATION/S] (hereafter 'the Grantee')

(collectively referred to hereafter as the 'Project Parties' (collectively) or 'Project Party' (to refer to one party) agree to the terms of this relationship for the [INSERT NAME OF PROJECT] (hereafter 'the Project').

	For Kyeema Foundation	For [INSERT NAME OF ORGANISATION]
Name:		
Position:		
Signature:		
Date:		

WHEREAS:

Kyeema has selected the Grantee for the purposes of receiving grant funding, to the value outlined in their proposal (Schedule 2).

A company in the Palladium Group, Palladium Group Holdings Pty Ltd, has provided funding to Kyeema pursuant to its 'Let's Make it Possible' Challenge Fund.

The Grantee has represented that they fully meet the selection criteria for receiving the grant.

AND WHEREAS pursuant to negotiations between the project parties, Kyeema has agreed to provide funding to the organisation/s, and the Grantee has agreed to execute their proposed initiative based on the terms and conditions contained as follows:

1. Working together

1.1 The Project Parties agree to work in a spirit of partnership based on mutual respect, accountability, good governance, trust, fairness and open and professional interactions.

1.2 To this end the Project Parties agree to:

- commit to cooperation and collaboration
- acknowledge and respect the differences between the Project Parties where it arises
- identify and discuss new Project risks when they arise

- communicate in an open, truthful and ethical way, and
- keep one another abreast of Project progress including new developments.

1.3 The Project Parties will work in such a way as to align with the principles and goals of the Challenge Fund as set out in the grant documentation.

1.4 The Project Parties are committed to preserving human rights and ethical practice and will do everything in their power to:

- prevent the trafficking of human beings and prevent slavery
- ensure that no part of the Project could aid or support terrorism or terrorists in any way
- ensure that there is no bribery or corrupt activities associated with the Project, and
- protect children (under the age of 18) and vulnerable adults from exploitation and abuse.

2. Policies and Procedures

The Grantee representative shall, at the time of execution of this Agreement, acknowledge by way of signature their understanding of the Kyeema policies as provided in Schedule 1 attached. The Grantee representative agrees that these policies shall be binding on the Grantee and its personnel throughout their engagement with Kyeema. The Grantee acknowledges that Kyeema has the right to vary or modify at any time, any or all of the provisions in these policies. The Grantee agrees and undertakes not to violate any anti-bribery or anti-corruption law and shall not make or accept any offer, gift, payment or benefit, which could be construed as an illegal or corrupt practice, as an inducement or reward in relation to the project.

As part of project management procedures, the Grantee must assess, report and escalate, mitigate and manage financial risk including risks relating to fraud, corruption and terrorism financing.

The Grantee agrees to abide by Kyeema's Preventing Sexual Exploitation, Abuse and Harassment policy and procedure in addition to Kyeema's Child Protection policy and procedure. The Grantee recognises the importance of ensuring that these policies and procedures are taken seriously and handled with care due to their severity and sensitive nature.

3. Scope of Work

The Grantee will deliver the initiative outlined in their Approved Project Proposal dated [Insert date] (Schedule 2).

4. Reporting and Payment Terms

As support for the outlined initiative, Kyeema shall pay the Grantee the outlined funding amount as specified in the Approved Project Budget (Schedule 2). This will be paid on submission of a request for payment (Schedule 3). The Grantee understands that the milestone payments will be made in increments, as outlined in Schedule 4. To receive the next milestone payment, the Grantee must

- show that the previous amount has been used meaningfully,
- show that the Grantee has complied in full with this Agreement,
- provided a progress report (Schedule 5), and
- provide an expenditure report based on the approved project milestone budget.

The Grantee must maintain a sound administrative and financial system capable of verifying all statements of acquittal. In addition, the Grantee must:

- keep proper and detailed accounts, records and assets registers including clear audit trails and adequate Project management records in relation to expenditure under this Agreement.
- afford adequate facilities for audit and inspection of the financial records at all reasonable times and allow copies and extracts to be taken including bank statements.
- provide quarterly activity reports as per the report format contained in Schedule 5.
- a draft final program report and financial statement must be submitted within 30 days of the completion of the Project, and a final report within 14 days of receipt of comments on the draft. The financial statement must acquit the funds against the budget referred to in Schedule 2.

In addition to milestone progress reporting, the Grantee will provide Kyeema with a monthly update which can come in the form of small written updates outlining project activities for the month and photos or videos showing project activities. These updates will be used for both Kyeema and Palladium internal and external communication activities. We would also appreciate post project reporting that will enable us to keep abreast of the innovation and retain our collaborative partnership with the grantee, recognising that the impact of the innovations funded will be most apparent after the end of this agreement (see Schedule 6 for details).

5. Publicity

The Grantee must acknowledge Kyeema and Palladium and grant assistance in any publicity material related to this project and, where appropriate, defer to Kyeema and Palladium of matters relating to any publicity and media relations in relation to this project. The Grantee agrees, where appropriate, to acknowledge Kyeema and Palladium's contribution to the Project publicity and/or written materials, including publications, posters, stickers, leaflets or similar.

Written materials, published training modules and publications should be submitted to Kyeema in draft form for approval with a reasonable period of time before they go into production.

Kyeema and the Grantee agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either Kyeema, Palladium or the Grantee before the Effective Date or developed by either party during the term of this Agreement, shall remain the property of that party.

The Grantee shall not unreasonably withhold granting (on terms to be agreed) a license to Kyeema and/or Palladium on a non-exclusive, and royalty-free basis to use publicity materials created by the Grantee during the course of the Project for such positive impact purposes as Kyeema or Palladium determines (as the case may be). "Use" in this context may include the right to use, sub-licence, reproduce, adapt, modify, distribute and communicate the project activities and outcomes.

Where Kyeema or Palladium has provided the Grantee with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Grantee shall immediately, on termination of this Agreement or at the written request of Kyeema or Palladium, cease to use such Intellectual Property Rights immediately

and shall either return or destroy such Intellectual Property Rights as requested by Kyeema or Palladium.

For the purpose of this Agreement Intellectual Property Rights shall mean: all patents, copyrights trademark, logos and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions; and Know-How shall mean: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

6. Indemnity and Insurance

The Grantee indemnifies and agrees to keep indemnified: Kyeema, Palladium, their officers, employees and agents from and against any loss, damages or costs arising from any claim, demand, action, suit or proceeding that may arise out of the performance of this Agreement or the delivery of the Project (including, without limitation, any negligence or misconduct) by the Grantee, its personnel or its agents, or third party claims in connection with the performance of the proposed activities for which the grants is made or otherwise.

The Grantee must take out and maintain adequate insurance against claims by third parties resulting from acts performed in carrying out the Project.

The Grantee must advise Kyeema immediately of any difficulties or delays in implementation of the Project.

The Grantee must not represent itself and ensure that its volunteers, employees, agents and sub-contractors participating in the Project do not represent themselves as being employees, partners or agents of Kyeema or Palladium.

7. Procurement

The Grantee must ensure that in its procurement of goods that:

- the goods to be procured are of a satisfactory quality;
- the goods will be delivered in good order and condition and in accordance with the Project timetable;
- the price paid for goods procured represents value for money;
- three quotes must be obtained for all equipment purchased over the value of US\$500. The Grantee must then select the goods which represent the best value, have reliable after sales service (where applicable) and can be delivered in a timely manner. The Grantee must provide a copy of the quotes when they provide their final financial report;
- a professional approach be reflected in the purchasing process including ethical behaviour and fair dealing and compliance with the policies outlined in Schedule 1; and
- under no circumstances whatsoever is it permitted to receive/request commissions, valuable gifts or a percentage of the funds and similar beneficiaries. This directive applies to any other parties involved in any agreement / cooperation / contract / promise / purchase / request and other arrangements where there is a party giving and a party receiving.

If there is any evidence that this directive has not been followed, Kyeema will take strong action up to and including immediate termination of this Agreement.

8. Termination of Agreement

Termination for Breach

If the Grantee:

- breaches this Agreement, or Kyeema's Code of Conduct or any policy and procedure outlined in Schedule 1;
- becomes, or Kyeema considers there is a reasonable prospect of the Grantee becoming, bankrupt or insolvent;
- where, in the opinion of Kyeema or Palladium, the Grantee acts or fails to act in such a way that the reputation of Kyeema or Palladium may be damaged;
- makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors; and/or
- fails to commence, or in the opinion of Kyeema, fails to make satisfactory progress in carrying out the Project and such failure has not been remedied within the time specified in a written request from Kyeema to remedy the failure;

then in every such case Kyeema shall be entitled to terminate this Agreement forthwith but without prejudice to any of its other rights.

Termination Without Breach

In addition, either Project Party may terminate this Agreement by giving to the other a Notice of Intention to Terminate in writing, stating the reasons for termination.

No later than fourteen (14) days after receipt of a Notice of Intention to Terminate, the Project Parties shall meet to fully co-operate in good faith a joint determination of the following;

- the date of termination;
- the appropriate method and manner for effecting the necessary winding-up of the Project;
- a reconciliation of the funds supplied by Kyeema and identification of any Interest earned thereon as at the date of termination;
- the extent of Kyeema's financial responsibilities, within the amount of the Grant at the date of termination;
- any issues arising from the termination of concern to Kyeema with regards to its relationship with a recipient government; and
- other matters which arise as a consequence of the termination.

In the event that parties fail to reach notice within 7 days of meeting, then Kyeema shall determine these matters at its discretion.

In the event that a Notice of Intention to Terminate is given by any Project Party, the Grantee must:

- forthwith do everything possible to prevent or mitigate all losses, costs and expenses arising in consequence of the termination of this Agreement and shall terminate its role in the Project in a prompt and orderly manner; and
- refund any uncommitted part of any tranche or funds already paid by Kyeema, together with any uncommitted Interest, within 7 days of the date of the determination.

Consequences of termination

Except in the case of termination for breach, Kyeema shall:



- if so determined as provided above, provide such funds as may be agreed as necessary to meet existing financial commitments and obligations and which together would not exceed the total amount of the grant; and
- not be liable to pay compensation.

No delay, neglect or forbearance by either party in enforcing against the other any term or condition of this Agreement shall be deemed to be a waiver or in any way prejudice any right of that party.

9. Variation and Amendment

Variations of this Agreement shall be made in writing by a further exchange of letters.

10. Governing Law

This Agreement is governed by the laws of Queensland, Australia.

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Schedule 1: Kyeema Foundation Policies*

By signing below, I certify that I have sighted, read and understood the following documents obtained either by email from Kyeema Foundation on my request, or by visiting Kyeema Foundation's website <https://kyeemafoundation.org/about-us/our-policies/> .

I understand that these documents/policies may change from time to time, and that it is my responsibility to keep myself updated on a regular basis:

Please sign off on the following:

Kyeema Foundation Code of Conduct

Child Protection Policy and Child Protection Code of Conduct

Please tick off below on policies received and read:

- Fraud Control and Anti-corruption policy
- Counter-terrorism Policy
- Complaints Policy
- Conflict of Interest Policy
- Non-development Policy
- Privacy Policy
- Transparency Policy
- Preventing Sexual Exploitation and Harassment Policy
- Gender, Equality and Social Inclusion Policy
- Disability Inclusion Policy
- Communications Policy (including Image and Message Guidelines, Ethical Decision-Making Framework)
- Environment Policy
- Fundraising Policy

Organisation Name:

Organisation Representative:

Signature:

Date:

The funds must be used exclusively for the activities identified in this Agreement and no funds from other donors should be received to support these precise activities.

*Separate signed forms for each Grantee must be attached.

Schedule 2: Terms of Reference/Scope of Work

Summarise here and attach Approved Project Proposal, Workplan and Budget

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Schedule 3: Request for Payment Template

Insert Organisation details

Attention:
Kyeema Foundation,
Level 7, 307 Queen Street
Brisbane Queensland 4000 Australia

Kyeema Foundation Grant to

Payment Instructions

Please pay the above account by cheque / bank transfer to:

Account Name:

Account No:

BSB No:

Bank Name:

Bank Address:

SWIFT CODE:

Signature:

Schedule 4: Payment Terms

Milestone Payment Increment Requirements

Milestone 1	TBD	(insert project milestones)
Milestone 2	TBD	(insert project milestones)
Milestone 3	TBD	(insert project milestones)
“etc.”		

Payment of milestones will only be made on evidence that the Grantee is in compliance with this Agreement and has achieved the milestones outlined in the table above. The Grantee will submit a milestone report before a payment instalment is made. A template for the milestone report is attached as Schedule 5.

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Schedule 5: Draft Milestone Report Format

Executive Summary

Main text

- Introduction
- Description of activities undertaken during milestone reporting period and achievements. How is the project progressing towards its objectives?
 - If the project/innovation is gaining traction more widely, how has the funding created further interest or investment?
 - Estimate on the amount of people this initiative is impacting on or if it has generated other innovations
- Explanation of differences between activities planned for the reporting period and actual activities implemented
- Constraints and issues to be addressed including risks or obstacles
- Recommendations on issues requiring attention
- Report on cross-cutting issues
- Proposed activities for next milestone reporting period

Annexes (as required)

- Workplan
- M&E Plan
- Risk Management Plan
- Financial acquittal
- Detailed research results

Additional Notes

- Font size should be 12 in a standard writing font (e.g. Times New Roman, Garamond, Arial).
- Any photos used in the report should be provided with captions.
- If files are larger than 1MB, then any photos should be sent separately with instructions on where they should be inserted in the text.

Schedule 6: Partner Reporting Guidelines

In order to share the good work you are doing, we would like to ask if you could share a photo or a short video with us once a month, with a few words (50-100 words) on your project activities that month.

Timeline:

We will send you a reminder for your story of each month. We would be grateful if you could send your story at the end of each month.

Reporting options:

- Simply write a 50-100 word summary of your latest activities, along with one good photo (preferably an action photo of participants or project staff/volunteers). If you could also provide a quote with permission from the stakeholder/s interviewed, that would be great.
- If you prefer, you could provide a short video interview with a participant or project staff/volunteer that explains what the project is about, what outcomes they hope to achieve, or the impact the project is having for individual people and/or the community (no more than 2 minutes).

*You are welcome to use the updates that we produce from your monthly report for your own social media content or share our content on the project. If you wish to do this, you **must acknowledge the project donor.***

Post Project Reporting

Recognising that the impact of the innovations funded will be most apparent after the end of this agreement, we require additional post agreement reporting that enables us to keep abreast of the innovation and retain our collaborative partnership with the grantee.

The form and content of the reporting can be mutually agreed at the end of this agreement, but should at minimum include:

- A succinct summary of impact or further innovation resulting from this grant. This report should be no more than three pages. If the innovation has not taken hold and activities have ceased and no further impact has been generated, simply notify us that this is the case.
- If you prefer, you could provide a short video interview with a participant or project staff/volunteer that explains how the innovation has developed and supported the organisation with further work.

Reporting should be produced annually for a period of three years.

Ethical considerations for collecting stories and images of people:

1. Protection and privacy - considering the privacy of the person being photographed or filmed is very important.
2. Informed consent - you will need to get consent from the person being photographed or videoed to use their image for promoting the project. For children under 18 years old, you will need to get consent from the parent or guardian.



3. Ownership - please encourage the person to tell the story from their view (video is best for this). Give them the details of the Kyeema website, social media and contact details in case they wish to communicate with us about the use of their image and stories in the future.

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