



# Indigenous Languages Grants 2020

## Terms and Conditions

1. The Indigenous Languages Grants 2020 (the Program) is conducted by the State of Queensland acting through the Department of Aboriginal and Torres Strait Islander Partnerships (DATSIP) in accordance with the Guidelines and on the following Terms and Conditions.
2. By lodging your Application you agree to be bound by the Funding Agreement upon written approval of the Application by DATSIP.

### Definitions

3. In these Terms and Conditions:
  - (a) "a company limited by guarantee" is a specialised form of public company designed for non-profit organisations. In Australia companies limited by guarantee are subject to the *Corporations Act 2001* (Cth) and administered to by the Australian Securities and Investments Commission (ASIC).
  - (b) "acquittal report" means the report about the Applicant's financial performance for the Initiative the grant is provided for.
  - (c) "Applicant" means the organisation applying for a grant.
  - (d) "Application" means the official Application for the grant submitted by the Applicant.
  - (e) "approval date" means the date on which the Funding Agreement commences and is the date on the letter of approval provided by DATSIP to the Applicant.
  - (f) "closing date" means **11.59pm on Tuesday, 6 October 2020**.
  - (g) "commencement date" means the date on which the project actually commences.
  - (h) "DATSIP" means the State of Queensland acting through the Department of Aboriginal and Torres Strait Islander Partnerships.
  - (i) "Program" means the program detailed in the Application for which the Applicant is seeking a grant.
  - (j) "Funding Agreement" means the written agreement to be entered into between DATSIP and each successful Applicant when DATSIP approves the Application in writing, such Funding Agreement being comprised of:
    - (i) these Guidelines with Terms and Conditions;
    - (ii) the Application submitted by the Applicant relating to the Program;
    - (iii) the letter of approval of the grant from DATSIP to the Applicant; and
    - (iv) any other terms agreed in writing between the parties.
  - (k) "grant" means the funding provided under the Indigenous Languages Grant Program 2020.
  - (l) "Guidelines" means the Guidelines for the Program made available to the Applicant as part of the Application process.
  - (m) "Minister" means the Minister with responsibility for the Indigenous Languages Grants.

(n) "personal information" has the same meaning as in the *Information Privacy Act 2009* (Qld).

### Eligibility of Applications

4. DATSIP's decision upon the eligibility of an Application shall be final and no correspondence will be entered into.
5. Applications received after the Closing Date will be ineligible and will not be assessed.
6. The Applicant may withdraw their Application at any time by notifying DATSIP in writing or by email [ilg@datsip.qld.gov.au](mailto:ilg@datsip.qld.gov.au).

### Liability

7. Except for any liability that cannot be excluded by law, DATSIP (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or, arising in any way out of the Application or participation in the Indigenous Languages Grants.
8. Applications received, including material and documents accompanying the Applications, shall not be returned to the Applicant.
9. DATSIP (including its officers, employees and agents), members of the assessment panel and the like will not in any way be held responsible for loss of documentation or materials submitted as part of the Application.
10. The conduct of inviting Applications does not give rise to any legal or equitable relationship.
11. DATSIP may, by direct notification to the Applicant or via its website ([www.datsip.qld.gov.au](http://www.datsip.qld.gov.au)), change the Program Guidelines (including these Terms and Conditions), or cancel or vary the Application process at any time, whether before, on or after the Closing Date. If this occurs you must comply with any changes.
12. No person shall be entitled to claim compensation or loss from DATSIP for any matter arising out of the Application process, including, but not limited to, failure by DATSIP to comply with the Program Guidelines or these Terms and Conditions.

### Personal Information

13. Personal information contained in the Application may be disclosed to the assessment panel for the purpose of assessing the Applications, and if the Application is successful, the Applicant agrees that details of the Applicant and the program may be used by DATSIP for advertising/promotional purposes.
14. If your Application is successful, the Applicant:
  - a) authorises the use and/or publication of the Applicant's name and details of the program, in relation to any editorial or advertising purposes in conjunction with the Indigenous Languages Grants Program 2020. The Applicant warrants that the use of such information or material by DATSIP and/or Minister will not infringe the rights of any third party or any law, and



- b) agrees that it is not in breach of any law, its constitution or any other requirement it is bound to comply with.

#### Disclosure and Publication

##### 15. By submitting an Application, the Applicant:

- a) acknowledges that submitting an Application does not guarantee that the Applicant will be eligible to receive a grant. Selection of the Applicant for a grant shall be at DATSIP's sole and absolute discretion.
- b) acknowledges that in the event that the Application is approved, the Applicant has read, and agrees to be bound by the Funding Agreement throughout the term of the Funding Agreement.
- c) if successful, authorises the use and disclosure by DATSIP and/or the Minister, of the Applicant's name, contact details and details of the program (including grant amount), for any promotional, advertising or accountability reporting purpose in relation to the Indigenous Languages Grants Program 2020.
- d) acknowledges that the *Information Privacy Act 2009* (Qld) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies, subject to the exemptions under that Act.
- e) warrants that the Applicant is not in breach of any law, constitution or any other requirement the Applicant is bound to comply with.
- f) warrants that the Applicant is not bankrupt or insolvent.
- g) warrants that the use of such information or material as above will not infringe the rights of any third party or any law.

#### Assessment

- 16. DATSIP will assess Applications against the assessment criteria and will provide recommendations to the DATSIP delegate for approval.
- 17. All decisions and recommendations of DATSIP are binding and final and there is no process of appeal.

#### Successful Applications

- 18. Successful Applicants will be required to enter into a Funding Agreement with DATSIP within a reasonable time of being notified that the Application has been successful.
- 19. Provision of the grant support to the successful Applicant, will be subject to, and conditional upon, the Applicant executing the Funding Agreement.
- 20. By submitting the Application, the Applicant agrees that if successful, it will provide appropriate recognition to the Queensland Government (DATSIP), including, but not limited to:
  - a) logo acknowledgement (in print and online form)
  - b) verbal acknowledgement (including, but not limited to, speeches, MC notes and announcements)
  - c) acknowledgement in program media and publicity relating to the program
  - d) provision of photographic images (with appropriate licences)
  - e) incorporating of key messaging of the Indigenous Languages Grants and promotion of the broader Initiative in connection with the program.

These requirements will be included in the Funding Agreement.

##### 21. The successful Applicant:

- (o) must complete and deliver the program by **Friday, 26 November 2021**. The provision of the grant to the Applicant will be subject to, and conditional upon, the Applicant's compliance with the Funding Agreement.
- (p) obtain all appropriate documentation for the development and delivery of the program (e.g. permits, approvals, insurance and any legal requirements) and provide copies to DATSIP on request.
- (q) advise DATSIP of all program changes immediately via email to [ilg@datsip.qld.gov.au](mailto:ilg@datsip.qld.gov.au).
- (r) fulfil all reporting and acquittal requirements as per the Funding Agreement.

#### Insurance

##### 22. Successful Applicants agree that they must hold and maintain the following insurances during the term of the Funding Agreement:

- a) public liability for a sum of no less than \$10 million per claim with an Insurer authorised by the Australian Prudential Regulation Authority (APRA) to operate in Australia
- b) workers' compensation insurance in relation to employees of the successful Applicant in accordance with the *Workers Compensation and Rehabilitation Act 2003* (Qld).

##### 23. Applicants must provide to DATSIP, with their Application, copies of certificates of currency demonstrating the required insurance covers.

#### Payments and GST

- 24. The Applicant acknowledges that, should the Applicant's Application be successful, the total amount of grant funding committed to the Applicant's Initiative will be paid by DATSIP as a one-off payment on the signing of the Funding Agreement.
- 25. The Applicant acknowledges that if the Application is successful, the grant funding amount payable is exclusive of GST.
- 26. The Applicant must submit a valid tax invoice to DATSIP in accordance with GST legislation and reporting requirements.
- 27. Payment of the grant will be made via electronic funds transfer to the Applicant.

#### Reporting

- 28. By submitting an Application, the Applicant acknowledges that if the Application is successful, the Applicant will be required to provide a final report to DATSIP detailing specifics of the outcomes of the program, including a financial acquittal (due within four weeks of the first delivery of the program).

#### For further information contact:

Culture and Reconciliation Team  
Email: [ilg@datsip.qld.gov.au](mailto:ilg@datsip.qld.gov.au)  
Phone: (07) 3003 6394