



Connecting Schools Grant Deed 2022

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GRANT DEED

BETWEEN

The Minister for Transport for and on behalf of the Crown in the right of the State of Western Australia (“**Grantor**”)

And

[School name] (“**Grantee**”)

The **PARTIES AGREE** as follows:

1 DEFINITIONS

In this Deed, unless the context otherwise requires:

Deed means this Connecting Schools Grant Deed 2022.

Accreditation means Silver, Gold, Platinum or Double Platinum Accreditation based on the Grantee’s point accrual outlined in clause 5.

Accreditation Points means points which the Grantee has accumulated on the Your Move Website and contribute towards the Grantees’ Accreditation.

Confidential Information includes, but is not limited to, any information relating to business affairs and processes of the Parties, obtained by virtue of this Deed, which would not otherwise be available to the general public and all information marked as confidential as well as information which by its nature is confidential, is known to be confidential or which the Party receiving the information from the other Party ought to have known was confidential and includes all such information that may be in the possession of the Party’s employees, agents and contractors.

Grant means a Connecting Schools Grant and includes infrastructure or education programs paid for by the Grantor to the Grantee or third party providers under this Deed.

Major Grant means a grant referred to in clause 5.7 of this Deed.

Nominated Officer means the officer nominated to receive notices and other correspondence under clause 13.

Party means the Grantor or the Grantee as the context requires.

Project means the Connecting Schools project which may be made up of one or a combination of any of the following:

- a) school end-of-trip facilities;
- b) place-making initiatives;
- c) bike education sessions;

- d) bike skills tracks;
- e) bike repair stations; and
- f) cycling and scooter infrastructure projects.

Redeemable Points means points which the Grantee has accumulated on the Your Move Website and can be used to order items, other than grant packages, from the online Rewards Shop.

Standard Grant means a small, medium or large grant referred to in clauses 5.4 to 5.6 of this Deed respectively.

Supplier means a third party provider engaged to provide goods or services in relation to a Project.

Your Move Website means www.yourmove.org.au

2 PURPOSE

2.1 Introduction

Connecting Schools is a grants program aimed at improving bicycle access and end of trip facilities available to schools funded by the Government of Western Australia.

A total pool of \$225,000 has been made available in the 2022 calendar year on a 100% funding basis for the Project. The Grants are funded by the Department of Transport with a contribution from the Department of Education.

2.2 Purpose

The purpose of this Deed is to set out the conditions under which the Grantor has agreed to provide the Grant to the Grantee.

2.3 Role of Grantor

The Grantor, through the Department of Transport, is responsible for administering the Connecting Schools program to the Grantee.

2.4 Website

The Your Move Website will be used to facilitate grant application and acquittal processes for the Grantee. The Your Move Website points-based Accreditation system will be used to determine a schools' eligibility for the Connecting Schools program.

3 ADMINISTRATION

3.1 Administration

The powers, rights and obligations of the Grantor under this Deed may be administered, exercised and performed on the Grantor's behalf by:

- a) Any successor of the Grantor to the Grantor's Ministerial title.
- b) The Director General of the Department of Transport or the Director General's authorised officers.

3.2 Interpretation

Unless inconsistent with the context or subject matter:

- a) Headings are used for convenience and do not affect interpretation.
- b) A reference to a clause is a reference to a clause in this Deed.
- c) References to currency are a reference to Australian currency.
- d) Words importing the singular include the plural (and vice versa), words denoting a given gender include all other genders.

4 TERM OF DEED

4.1 Term runs from execution

The term of this Deed is from the date it is executed to its termination or when all obligations under it have been carried out, whichever is later.

4.2 Variations

Any variation to this Deed is to be in writing and duly executed by the Parties.

5 DETAILS OF PROGRAM

5.1 Eligibility

The Grantee must sign up and become engaged with the Your Move Website. The Grantee will be eligible for a Grant once they have accumulated enough Accreditation Points to receive accreditation of Silver or higher.

The Grantee must have completed an initial 'Hands up Survey' in Term 1 2022, if registered with the program at this time, and otherwise before the Project commences.

The Grantee agrees to complete a second 'Hands up Survey' by Friday 30th December 2022.

The Grant will not affect the Grantee's Redeemable Points which have been accumulated on the Your Move Website, which can be used at the Reward Shop on the Your Move Website.

5.2 Additional Grantee contribution

The Grantee agrees that it may need to pay for additional remediation works from their school's 'Minor Works Budget' to allow for infrastructure installation over and above the standard installation costs included in the Grant. In this case, the Grantee will be directly invoiced by the Supplier for the work.

Alternatively, or in addition to 'Minor Works Budget' contribution, the Grantee can elect to 'top up' their Connecting Schools grant with their Your Move Redeemable Points balance if:

- a) The Grantee needs to cater for extra students in Bike Education;
- b) To increase the number of bike or scooter racks being installed; and/or

- c) To cover additional installation costs over and above the standard installation costs included in the grant.

5.3 Grant availability

Only one Grant will be available to each school per financial year. Standard Grants will be awarded to the first schools to reach the required Accreditation and apply for the Standard Grant through the Your Move Rewards Shop on a 'first in, first served' basis. Major Grants will be available through a competitive, formal application process assessed by the Grantor against key selection criteria.

Once all Grants at an Accreditation level have been awarded, schools may still be able to access a Grant from a lesser level.

Once all Grants are awarded, the grants redemption period will close and all schools, regardless of their eligibility status, will not be able to access a Grant.

If a Grantee reaches an Accreditation level after the allocations are exhausted, the Grantee may opt to be placed on a wait list for funding.

5.4 Small grants (15 available)

If the Grantee accumulates 300-599 points on the Your Move Website this equates to Silver Accreditation. The Grantee will be eligible for 100% funding for bike check-ups, bike and road safety education accessories and place-making initiatives up to \$799 (exclusive of GST) in value.

5.5 Medium grants (15 available)

If the Grantee accumulates 600-999 points on the Your Move Website this equates to Gold Accreditation. The Grantee will be eligible for 100% funding for medium scale bike and scooter related infrastructure, bike education, place-making initiatives between \$800 to \$2499 (exclusive of GST) in value.

5.6 Large grants (15 available)

If the Grantee accumulates 1000-1499 points on the Your Move website this equates to Platinum Accreditation. The Grantee will be eligible for 100% funding for large scale bike and scooter related infrastructure, bike related education and bike skills tracks between \$2500 to \$7499 (exclusive of GST) in value.

5.7 Major grants (4 available)

If the Grantee accumulates 1500 or more points on the Your Move website this equates to Double Platinum Accreditation. This makes the Grantee eligible for 100% funding for major scale bike and scooter related infrastructure and bike related education between \$7,500 to \$15,000 (exclusive of GST) in value.

Three Major Grants will be made available for metropolitan schools. At least one Major Grant will be made available to a regional or remote based school. In the event that no applications are received from regional or remote schools, this grant will be made available to a metropolitan school.

The decision to award a Major Grant is at the Grantor's absolute discretion. In the event that one or more of the four Major Grants are not awarded, the Grantor may reassign the Major Grant funding to create additional Standard Grants at the Grantor's discretion.

5.8 GST

The Grant value limits described at clauses 5.4 to 5.7 above are exclusive of GST and the Grantor will pay any GST which exceeds the Grant value limits.

5.9 Standard Grant process

The Grantee can only apply for one Standard Grant per year from 8 am, Thursday 25th August 2022 until 4 pm, Friday 30th December 2022 (subject to Grant availability).

Once the Grantee reaches Silver, Gold or Platinum Accreditation they can redeem a Grant in the Your Move online rewards shop. When all grants from an Accreditation level have been awarded, schools will remain eligible for grants from a lesser Accreditation Level, where available.

5.10 Major Grant process

The Grantee can apply for a Major Grant by written application form to be submitted from 8 am, Wednesday 3rd August 2022 and no later than 4 pm, Wednesday 17th August 2022 via email to yourmove@transport.wa.gov.au.

To be eligible for a Major Grant, the Grantee must have achieved Double Platinum accreditation (1500 or more points) on the Your Move website by Wednesday 17th August 2022.

Grantees will be notified of the outcome of the application for a Major Grant by Tuesday 23rd August 2022.

A Grantee that receives a Major Grant in 2022-2023 will not be eligible to apply for a Major Grant again until 2025-26 but may apply for a lesser grant in the interim years.

A Grantee that is unsuccessful for a 2022-2023 Major Grant will be eligible to apply for a Standard Grant from 8 am, Thursday 25th August 2022 until 4 pm, Friday 30th December 2022, subject to availability.

5.11 Procurement of products

The Grantor will procure all products and/or services directly from the Supplier and no funds will be transferred by the Grantor to the Grantee, except in the case of place-making initiatives.

5.12 Place-making initiative package

Where place-making initiative package is selected, the Grantee agrees to pay for services and/or goods and seek reimbursement from the Grantor after the initiative is complete.

The Grantee agrees to complete the Place-Making Initiative Application. The Grantee is to submit a Funding Acquittal Statement attaching evidence of payments made by no later than Thursday 1st June 2023.

Place-making expenditure to be reimbursed by the Grantor may not exceed a total of \$2,500 (exclusive of GST).

6 GRANTEE'S OBLIGATIONS

The Grantee must return a signed copy of this Deed to yourmove@transport.wa.gov.au within 14 days of the 'kick off' meeting referred to in clause 6.2 below.

6.1 Conflict of Interest

The Grantee is to declare to the Grantor at the start of the Project any potential, perceived or actual conflict of interest and remove any staff members with a conflict of interest from being involved in the Project.

6.2 Initial meeting

The Grantee agrees to participate in a 'kick off' meeting prior to Project implementation to discuss:

- how the Grantee wishes for the Grant to be used; and
- the requirements of the Deed and acquittal process.

6.3 Infrastructure installation

In regard to any infrastructure installation:

- a) The Grantee must liaise with Department of Education and/or Building Management Works;
- b) If Development Approval is required, the Grantee must liaise with the relevant Local Government authority to obtain the appropriate building permit prior to works commencing;
- c) The Grantee is to supply the Your Move team with site photos and map to ascertain the suitability of chosen site; and
- d) The Grantee is to liaise with the Supplier to confirm the quote for provision of goods and/or services based on the specific site conditions and provide the Grantee's Nominated Officer contact details to the Supplier (also applicable for bike education and bike skills tracks).

If the Grantee is redeeming a Major Grant it must also provide to the Grantor a one-page description and site plan signed by the principal of the Grantee and approved by Department of Education/Building Management Works as required and complete a School Infrastructure Audit.

6.4 Place-making initiatives

Where a place-making initiative package is selected:

- a) The Grantor will send the Grantee a copy of the 2022-23 Grant Acquittal Statement to assist in tracking expenditure;
- b) The Grantee is to liaise directly with the Supplier;
- c) The Grantee is to use the Grant solely for the Project.

6.5 Project costs above the Grant

If the cost of the Project exceeds the maximum amount of the Grant, the Grantee is to pay all excess costs.

6.6 Grantee to observe relevant laws and standards

The Grantee is to carry out the Project in accordance with all relevant laws and standards, including Australian Standards and act ethically in relation to the Grant and the Project.

The Grantee must liaise with the Department of Education and the local government authority about any infrastructure installation on school grounds and obtain any relevant approvals.

6.7 Use of the Grant

A Grant may only be used for Projects in accordance with this Deed and may not be used for any of the following purposes:

- a) fundraising events;
- b) for-profit events;
- c) professional development seminars and workshops;
- d) conference attendance or travel requests;
- e) individual endurance rides, competitive bike events or spin classes;
- f) gift vouchers or prizes from non-WA based businesses;
- g) assets including sporting team apparel or sporting equipment;
- h) internal or organisational project management or administrative costs, including staff wages, in-house office supplies and printing or utilities.

6.8 Keeping of records related to the Project

The Grantee is to:

- a) Keep and maintain proper, accurate, complete and up to date records relating to the Project of all work undertaken and monies expended.
- b) Ensure its records enable all income and expenditure related to the Grant to be identified in its accounts.
- c) Keep and maintain accurate and complete and up to date records of communications and events that affect, relate to or impact on the management or delivery of the Project.
- d) Ensure that all records that relate to the Project are available for inspection upon the Grantor's request.

6.9 Provision of information

The Grantee is to promptly inform the Grantor of:

- a) Anything that is likely to affect or delay the Project and keep the Grantor apprised of all salient developments as and when they occur;
- b) If the Grantee becomes aware of any breach of any of the clauses of this Deed;

- c) Any information requested by the Grantor in relation to the Project, including requests for periodical updates on the progress of the Project.

6.10 Project Completion

The Grantee must complete infrastructure installation and/or undertake all proposed activity related to the Grant by Friday 30th June 2023.

Any unspent Grant funds, or Grant funds not expended in accordance with this Grant Deed, by Friday 30th June 2023 will be retained by the Grantor and may be offered to other Grantees on the waitlist.

6.11 Grantee to report on Project completion

Upon the completion of the Project the Grantee is to:

- a) Before Friday 30th December 2022, submit to the Grantor a completed Term 4 'Hands up Survey' in the form required by the Grantor;
- b) Before Friday 30th June 2023, submit a story on the Your Move website including:
 - i. A brief description of the Project including why it was needed, where it is located and who was involved in the process.
 - ii. Reflections on how the grant has been received at the school and how it has helped increase active transport.
 - iii. Include photos of the installed infrastructure, place-making initiative or education session being used by children.
- c) Before Friday 30th June 2023, transfer in the form required five high resolution photos and a short video saved as an MP4, with clear footage of the installed infrastructure, place-making initiative or education session being used by children to be used in internal and external promotion by the Grantor.
- d) Before Friday 30th June 2023, share the video footage of the Project with the Grantee's networks or request that the Your Move team share video footage on the Grantee's behalf.

It is the responsibility of the Grantee to ensure that photography and/or videography permission has been obtained before providing the photos and video footage to the Grantor.

6.12 Promotion

Following receipt of a Grant, the Grantee is to formally acknowledge the Your Move Program on any promotional materials for the Project.

Promotional materials may include but are not limited to digital assets such as an email signature block), posters, flyers, school signage, website, banners, social media content and tiles and merchandise.

The Your Move logo, the supporting style guide and additional marketing materials will be made available on the Your Move website for Grantees to download.

The Grantee consents to the Grantor publishing reports and documentation relating to the Grants and the Project on any website or social media platform and using and disclosing this information for marketing or promotional purposes.

6.13 Warranties

The Grantee warrants that all information provided or given by the Grantee or on its behalf, in relation to the Grant and the Project is true, correct and complete and in no way misleading or deceptive. If information is or becomes untrue or incorrect in any way, the Grantee shall notify the Grantor in writing, giving the Grantor all relevant details.

6.14 Insurance

The Grantee shall take out and maintain (for the duration of this Deed) with a reputable and solvent insurer insurance for public liability and products liability to third parties for death, illness or injury to any person or the loss, destruction, damage to any property and any other forms of insurance that are necessary to address the risks specific to the Project.

If requested, the Grantee will provide a copy of all policies, certificates of currency and receipts for premiums in connection with all insurance cover referred to above.

The Grantee is not to do anything which adversely affects the continuation, validity, extent of cover or ability to make a claim under insurance policies and it is not to permit any person to do so.

The Grantee is to notify the Grantor immediately if an event occurs in relation to the Project which gives rise or might give rise to a claim under the insurance policies or which could prejudice the insurance policies.

7 INDEMNITY

7.1 No liability for contractors

The Grantor accepts no liability for damage or disruption incurred for works carried out by third party contractors.

7.2 Limitation of liability

The Grantor is not responsible or liable in any way for the success or otherwise of the Project or for any losses suffered by the Grantee in undertaking the Project. The Grantor will not accept any liability for personal injury and/or damage to property arising out of, or relating to, whether directly or indirectly, the Project.

The Grantee releases the Grantor from all liability in relation to this Deed, the Grant and the Project and any related matter and agrees that it will not make any claim against the Grantee in relation to this Deed, the Grant and the Project and any related matter.

7.3 Grantee indemnifies Grantor

The Grantee indemnifies the Grantor and any department, agency, instrumentality or emanation of the State (and any Minister, officer, or employee of any of them) from all:

- a) actions;
- b) claims;
- c) costs;
- d) proceedings;
- e) suits; and
- f) demands;

whatsoever, which may at any time be brought, maintained or made against them or any of them in respect of any:

- i. loss whatsoever;
- ii. injury or damage of, or to, any kind of property or thing;
- iii. act or omission or breach of the law; and
- iv. death of, or injury or illness sustained by, any person;

arising out of, or relating to, whether directly or indirectly, this Deed, the Grant, the Project or any act, neglect, omission or default by the Grantee or anyone employed or engaged by the Grantee.

7.4 Indemnity Clauses

Clauses 7.1, 7.2, 7.3 and 7.4 of this Deed survive the expiration or termination of this Deed.

8 WAIVER

No right under this Deed is waived except by agreement in writing signed by the Parties and any failure by a Party to enforce any clause of this Deed, or any forbearance, delay or indulgence granted by one Party to another Party is not to be construed as a waiver of rights under this Deed. Any such waiver by a Party is not to prejudice that Party's rights in respect of any subsequent breach of this Deed by the other Party.

9 GRANTOR MAY TERMINATE

The Grantor may terminate this Deed at any time at the Grantor's absolute discretion and the Grantor will cease to have any obligation to the Grantee.

If the Grantee breaches any of the conditions of this Deed, the Grantor may:

- a) Suspend performance of the Grantor's obligations until such time as the Grantor is satisfied in its absolute discretion that the Grantee has remedied the breach; or
- b) Terminate this Deed by providing notice and then this Deed is then terminated from the date specified in that notice.

If the Grantor terminates this Deed, the Grantor will have no further obligation to pay the Grant funding or any part of the Grant funding which has not yet been paid.

If the Grantor discovers that:

- a) The Grantee has spent any part of the Grant funding other than in accordance with this Deed or the purposes for which it was granted; or
- b) The Grantor has been misled by the Grantee in the context of the Grant Deed such as but not limited to, the use of Grant funds or inaccurate statements made on the grant application, the Grant Deed, or any other forms or records;

then the Grantee must immediately repay to the Grantor all Grant funds and this amount can be recovered as a debt from the Grantee to the Grantor.

10 CONFIDENTIALITY

10.1 The Parties

The Parties are to treat as confidential any Confidential Information or other information that comes into their possession in relation to each other as a result of this Deed and will not disclose this information to any person other than those of its employees, officers, agents and legal and financial advisers who legitimately and reasonably require such Confidential Information in order to properly discharge the duties:

- a) Which they were employed or engaged to discharge; or
- b) Which they would ordinarily and reasonably be expected to discharge on account of such employment or engagement;

unless:

- i) Required to do so under or pursuant to a provision of a statute, law, regulation, local law or ordinance in operation in Australia from time to time.
- ii) Required to do so by virtue of an order or direction given to it by or on the part of the Parliament of the State or by Court or Tribunal of the relevant jurisdiction.

10.2 The Parties' employees

The Parties agree that they will use their best endeavours to ensure that people employed or engaged by them comply with the obligations of confidentiality specified in clause 10.1.

11 FREEDOM OF INFORMATION AND GOVERNMENT AUDIT

11.1 Grantee's acknowledgement

The Grantee acknowledges and agrees that this Deed and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Deed, including its terms and the details of the Grantee.

11.2 Parties' acknowledgement

The Parties acknowledge and agree that, despite any provision of this Deed to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* (FAA) are not limited or affected by this Deed. In addition, the Ministers requirements to report to parliament under the FAA are not fettered by this Deed.

11.3 Grantee to allow access

The Grantee is to allow the Grantor, the Auditor General, or an authorised representative of either of these, to have access to and examine the Grantee's records and information concerning this Deed.

12 ENTIRE DEED

This Deed is the entire agreement between the Parties and supersedes all prior communications, negotiations, arrangements, agreements and deeds, whether oral or written, between the Parties with respect to the subject matter.

13 NOMINATED OFFICERS

13.1 Parties to have nominated officers

Each Party is to have a Nominated Officer to receive notices and other communications and is to immediately inform the other Party of any changes to the nominated officer or to their contact details.

13.2 Notices and other correspondence to nominated officers

Each Party is to send any notice or other communication to the other Party's nominated officer.

13.3 Initial nominated officers

Nominated Officer Grantee		Nominated Officer Grantor	
Name		Name	
Title		Title	
Contact Number		Contact Number	
Contact Email		Contact Email	
Address		Address	

SIGNED AS A DEED BY THE PARTIES:

Signature of Grantor:

Signed for and on behalf of

print name

The Minister for Transport by her delegate the Executive Director Urban Mobility

Dated: day of

Signature of Grantee:

[Signature of Principal of the Grantee]

print name and title

Dated: day of