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## Guidelines: Terms and Conditions for eligibility for funding

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**Date:** 5 December 2018

**Subject:** **Document C:** Mount Emerald Wind Farm – Community Benefit Fund  
Terms and Conditions for eligibility of funding

**Stakeholders** Publicly available

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### 1. Acceptance of terms and conditions

The terms and conditions in these guidelines apply to the application process for the Mount Emerald Wind Farm Community Benefit Fund (**Fund**) and any financial support granted by the Fund. In submitting an application to the Fund, applicants are deemed to have accepted these terms and conditions applying to the application process and any subsequent funding which may be granted from the Fund.

### 2. Objective of the Mount Emerald Wind Farm Community Benefit Fund

The Mount Emerald Wind Farm Community Benefit Fund (**the Fund**) was established by the operators of the Mount Emerald Wind Farm (**MEWF**) to provide assistance and financial support to not-for-profit community groups, clubs, associations and individuals that are working to make a positive and lasting contribution to the Mount Emerald Community.

The Fund will be administered by a Trust. For a project to be eligible for funding under the Fund, it must meet the Objects of the Trust, as determined by the Advisory Committee and the Trustee. The Trustee is Mount Emerald Wind Farm (Holdings) Pty Ltd.

#### 2.1. Objects of the Trust *[in the process of being finalised]*

The Fund will be applied by the Trustee in the Trustee's absolute discretion in accordance with the terms of the Trust Deed in carrying out the following draft objects:

- (a) *providing assistance in whatever form to persons, schools, universities and other organisations within the Mount Emerald Community, to enable respective students to develop the knowledge and skills in life to be self-sufficient;*
- (b) *providing assistance in whatever form to persons, schools, universities and other training organisations to make education more accessible to the Mount Emerald Community;*
- (c) *promoting awareness and respect in the Mount Emerald Community of the art, culture and history of Indigenous people within the Mount Emerald Community who have a cultural connection to the land;*

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- (d) *providing infrastructure and other facilities to the Mount Emerald Community to build community resilience and to provide additional resources to assist with improving the Mount Emerald Community's social wellbeing;*
  - (e) *providing financial assistance to the Mount Emerald Community to allow investment in medical facilities and hospitals;*
  - (f) *engaging in any other ancillary activities which benefit the Mount Emerald Community and enable the Trustee to fulfil the Trust Objects listed above; and*
  - (g) *all such other things that are incidental, ancillary or conducive to furthering the purposes of the Trust set out above.*

## 2.2. Who is considered part of the Mount Emerald Community

The Mount Emerald Community includes the following within the Mareeba Shire Council and Tablelands Regional Council boundaries (as defined by the Department of Local Government, Racing and Multicultural Affairs as of 5 December 2018):

- (a) the group of people residing within a 50 kilometre radius of the Mount Emerald Wind Farm project site;
- (b) the group of people residing within a 40 kilometre radius of the Windy Hill Wind Farm project site; and/or
- (c) any person or group of people who, while not residing within the above parameters, has an Indigenous cultural connection with the Mount Emerald Community.

## 3. **Eligible applicants and eligible projects**

### 3.1. Examples of eligible applicants

Eligibility to receive funding will be assessed against the nature of the project proposed. However below is a list of example applicants for the Fund, who may be conducting an eligible project in the Mount Emerald Community:

- (a) not-for-profit organisations, e.g. registered charities, deductible gift recipients;
- (b) community-based clubs, associations or groups based or active within the Mount Emerald Community i.e.:
  - (i) sporting clubs, community shows, cultural events or service clubs;
- (c) local government – but not for traditional core responsibilities like ‘roads, rates and rubbish’;
- (d) educational groups; and
- (e) private individuals – e.g. students, mid career community members, who can gain experience(s) or contribute to benefit the Mount Emerald Community.

Organisations not based within the Mount Emerald Community must be able to demonstrate support for the local community or locally based organisations. It is within the discretion of the Advisory Committee to accept applications from applicants outside of the Mount Emerald Community.

The Fund may advertise its application process in various ways including by placing advertisements in local newspapers, issuing information directly to community groups (where details have been provided) and providing details on the MEWF or RATCH-Australia (**RAC**) website.

### 3.2. Ineligible applicants

Apart from the bodies listed in section 3.1(c) above, government agencies, departments, business or for-profit groups are not eligible to apply.

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Please also note that:

- (a) previously successful organisations that have failed to supply their Acquittal Form in previous funding rounds are not eligible to apply for funding; and
- (b) an organisation is ineligible to apply for subsequent funding until any previously granted funds have been spent in accordance with the terms of the relevant grant.

### 3.3. What the Fund is not established to support

The Fund has not been established to support, and will not accept applications from or provide funding or grants for:

- (a) projects that, in the opinion of the Trustee, are the sole responsibility of Federal, State or local government;
- (b) individuals seeking support for overseas travel for any purpose;
- (c) covering the costs of alcohol, drugs, gambling or other illegal or unethical activities;
- (d) political organisations or campaigns;
- (e) fundraising events such as raffles;
- (f) religious organisations for religious purposes;
- (g) organisations producing, distributing or seeking advertising in audio-visual media including print or electronic media;
- (h) organisations seeking funds to cover ongoing operational costs or administrative costs such as insurance, printing and distributing promotional material;
- (i) applications seeking retrospective funding i.e. for costs already incurred before approval of funding is given;
- (j) previously successful organisations who have failed to implement their program prior to the current round of funding;
- (k) projects that do not fit with MEWF corporate values including projects that, in the opinion of MEWF, are environmentally, socially or economically unsustainable; or
- (l) salaries of any kind.

## 4. **Application process**

### 4.1. Eligibility

To be eligible for funding:

- (a) the project or request for support must fall within the Objects of the Trust (refer to section 2.1 above);
- (b) be for the benefit of the Mount Emerald Community (refer to section 2.2 above); and
- (c) the application must submit a completed Application Form (refer to section 4.3 below), before the closing date of the Application Period (refer to section 4.2 below).

### 4.2. When to apply

- (a) In the first two years of the Fund, the Fund will have two rounds of applications per year:
  - (i) Round 1 – Application Period closes on 31 January; and
  - (ii) Round 2 – Application Period closes on 31 July.
- (b) The Applicant may submit an application (by completing an Application Form) before the end of the relevant Application Period.

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- (c) Applications must be received within the relevant Application Period and must be either emailed or posted. Posted applications must have a date-stamp on or before the closing date of the relevant Application Period. Applications postmarked or emailed after the closing date will not be accepted for that round, but may be invited for assessment in the following round. Applications must be submitted by ONE of the following methods:
- (i) Email: [communityfund@ratchaustralia.com](mailto:communityfund@ratchaustralia.com)
  - (ii) Post: ATTN: Mt Emerald Wind Farm Community Benefit Fund  
PO Box 1058  
North Sydney NSW 2059
- (d) The Fund will use reasonable endeavours to acknowledge applications within 14 days of receipt. The applicant should indicate, in its application whether time constraints apply to its proposed project.

#### 4.3. Submission of Application Form

- (a) In addition to submitting a completed Application Form by the due date for the relevant Application Period, applications must also note the following requirements for the Application Form:
- (i) if required, may include up to 2 pages of single spaced typed text in size 11 font of additional information;
  - (ii) be made directly by the organisation (applications from third parties will not be accepted);
  - (iii) identify specific objectives or problems and present respective plans and solutions;
  - (iv) demonstrate that the project is planned around an achievable timeframe and budget;
  - (v) be able to demonstrate that the project is directed at solving problems in a sustainable way rather than providing short-term relief from symptoms or long-term dependency;
  - (vi) the project has built in reporting and evaluation for project objectives; and
  - (vii) be innovative and present a project idea that may not readily attract funding from traditional sources.
- (b) Only one application may be submitted for each organisation per round.
- (c) It is recommended that each applicant keep a copy of its submitted application for its records. Applicants are advised not to include original documents, videos, audiocassettes or models with their application. MEWF, the Trustee or any affiliates of the RAC group will not be responsible for loss or damage to any documents, information or items which are included in or as part of an application.
- (d) To obtain an Application Form, please email [communityfund@ratchaustralia.com](mailto:communityfund@ratchaustralia.com).

## 5. **Assessment of application**

### 5.1. General procedure

The procedure for assessing applications is intended to operate as follows:

- (a) after applications are received, the application is recorded and acknowledged within 14 days;
- (b) the Advisory Committee has the discretion to request further information from applicants, as required to inform the assessment process;
- (c) the Advisory Committee will assess submitted applications in respect of the Objects of the Trust [*which is in the process of being finalised as of 28 November 2018*], balancing the nature and the extent of funding requests received in that Application Period and how the Fund can best achieve the Objects of the Trust;

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- (d) the Advisory Committee will then provide a shortlist applications recommended for approval to the Trustee;
  - (e) the Advisory Committee may consult with community members, however any decision to grant or not grant financial support from the Fund will be made by the Trustee in the Trustee's sole and absolute discretion;
  - (f) the Advisory Committee will endeavour to notify all applicants of the status of their applications and the Trustee's decision within eight weeks of Application Period closing date. Applicants will be notified in writing of the outcome of their application;
  - (g) the Trustee may extend the period for considering applications and notifying applicants at its discretion;
  - (h) the Trustee will send successful applicants an offer of funding (**Letter of Offer**) which will set out any funding conditions, additional requirements or obligations in relation to the proposed financial assistance;
  - (i) the applicant must respond to the Letter of Offer within 14 days of receipt and funding will be distributed in accordance with the Letter of Offer (if accepted by the applicant); and
  - (j) the Trustee reserves the right, in its sole and absolute discretion, to modify the processes outlined in this section or to follow a different assessment process in the interest of pragmatic management of the Fund.

## 5.2. Discretion of the Trustee

- (a) The criteria set out in these guidelines are neither in order of precedence or exhaustive but are provided as a guide to those matters which the Trustee will consider when assessing applications.
- (b) Upon evaluating and assessing applications, the Trustee may, without limiting any other options available to it, to do any of the following in its sole and absolute discretion:
  - (i) decide not to grant funding in relation to any application, including applications that comply with all of the criteria required for a successful application;
  - (ii) decide to grant funding to any application; or
  - (iii) decide not to grant funding for any applications and commence a new process for applications for grants from the Fund.
- (c) The Trustee will allocate funding in its sole and absolute discretion. The Trustee's decision to grant, or not to grant, any funding is final. The Trustee will not be required, and does not intend to provide reasons for any decisions made in relation to any refusal to make a grant or any amount that is determined to be granted.
- (d) The Trustee reserves the right, in its sole and absolute discretion, to determine whether or not to call for further applications for funding, or to grant any funding from the Fund, within an Application Period.

## 6. **Successful applications**

### 6.1. Notification

If the project is eligible for funding, the Advisory Committee will issue a Letter of Offer to the applicant via the contact details submitted in the Application Form, advising the extent of support to be provided by the Fund and any conditions of funding.

If the applicant accepts the terms of the Letter of Offer, the applicant will be required to sign the Letter of Offer and return the signed original by post within 14 days. If the applicant is able to do so, an electronic copy of the signed Letter of Offer may be emailed to the Fund, but a hardcopy original will still be required to follow.

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Once signed, the Letter of Offer becomes the Funding Agreement between the Fund and the applicant. The signed Letter of Offer must be received by the Trustee before any disbursement of funds.

## 6.2. Issue of funding

- (a) The Trustee will provide the successful applicant (**Recipient**) with funding from the Fund either in a one-off payment or ongoing payments for the amount determined by the Trustee in its sole and absolute discretion in accordance with the Letter of Offer/Funding Agreement.
- (b) The funding amount must only be used and applied by the Recipient solely for the purpose of the project stated in the Application Form and the Funding Agreement.
- (c) The Recipient must keep accurate and complete written records (including financial records) relating to the expenditure of the funding granted on the project (**Project Records**). Recipients must also provide written reports on the progress and results of the funded project, including details of funding expenditure to the Trustee. All Project Records must be made available to the Advisory Committee and the Trustee or their authorised representative at all reasonable times for inspection, audit or reproduction for a period of at least seven years from the date of the grant of funding.
- (d) Recipients who receive two or more consecutive years of funding are required to supply a report annually in the form required by the Trustee. Continued funding will depend on the progress of the funded projects and the achievement of stated project objectives.
- (e) The Trustee reserves the right to withdraw funding, in its sole and absolute discretion, if funding criteria in accordance with the Funding Agreement are continually not met by the Recipient.
- (f) If, at any time, the stated purpose of the project is no longer possible or cannot be completed in the manner described in the Application Form submitted, the Recipient must advise the Advisory Committee and the Recipient must return any remaining unspent amount of the funding to the Trustee within two weeks of this becoming apparent. However, the Trustee may (in its sole and absolute discretion) agree to a variation of the purpose and project provided that the variation of the project still meets the initial funding criteria.
- (g) Expenditure of the funds granted must be completed within six months of the grant, unless otherwise arranged with and approved by the Trustee. The Recipient must repay to the Trustee any amounts which are not expended within this time, unless otherwise arranged with and approved by the Trustee.
- (h) If requested by the Trustee or the Fund, the Recipient must complete and provide to the Advisory Committee an Acquittal Form outlining the outcomes of the project. The Acquittal Form must be provided to the Trustee within four weeks of the end date of the project or six months of receiving the grant, whichever is earlier. Failure to supply the Acquittal Form will automatically disqualify the Recipient from applying for funding in future Application Periods.
- (i) Should the actual total project costs be more than:
  - (i) the proposed project costs notified in the Application Form; or
  - (ii) the amount of funding granted from the Fund, the Trustee and the Advisory Committee will not be responsible for the additional project costs, nor obliged to pay any monies additional to the amount granted from the Fund.
- (j) If requested by the Trustee, the Recipient must provide evidence of adequate insurance (including public liability insurance) for the activities carried out by the Recipient in relation to the supported project, against any claims for loss or damage to property and injury or death to persons. The Trustee acknowledges that in certain circumstances, some associations are not required to hold such insurance. If such a scenario applies, it can be discussed with the Trustee accordingly.
- (k) The Recipient must not do or say anything or cause anyone to do or say anything that may prejudice or cause damage to the name and reputation of MEWF, the Trustee, the Advisory Committee, RAC or its affiliated companies.

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### 6.3. Likely obligations following award of funding

A Recipient may be required to do one or more of the following:

- (a) submit the Acquittal Form to the Advisory Committee or Trustee;
- (b) provide any requisite Project Records to the Advisory Committee e.g. provision of tax deductible receipt if applicable, acknowledgement of receipt of funding or any other financial records;
- (c) provide a report during and at the end of the project as to the steps taken and if the goals of the project have been achieved in accordance with the Funding Agreement;
- (d) attend community event(s) to share learnings and experiences with other community members;
- (e) attend a media session e.g. photo opportunity recognising MEWF's contribution to the project;
- (f) provide sponsor visibility for MEWF or its nominees, including on the MEWF website; or
- (g) provide demonstrations/presentations of the successful project to inspire future community projects who may benefit from support from the Fund.

### 6.4. Acknowledging the Fund

- (a) MEWF's financial assistance to the Recipient's project must be acknowledged, regardless of the amount of funding. To acknowledge MEWF's financial assistance, the Recipient may be required to display the MEWF logo (or other logo within the RAC group). MEWF must be acknowledged, in a manner and form acceptable to MEWF for the duration of the activity/project.
- (b) Common methods for recognising the Fund include plaques, signage, acknowledgment in newsletters and media releases, and displaying logos in project material. Any costs for signs, plaques, etc must be covered in the project costs. MEWF must approve the final wording and layout of any acknowledgement.
- (c) MEWF may not be referred to for any purposes outside of the activity/project. MEWF reserves the right to refuse requests for permission to use MEWF logos or written acknowledgement of MEWF (or any affiliated corporate entities). Acknowledgement guidelines and logos will be supplied by MEWF.
- (d) All advertising, signage, media releases and other promotional material that contains the MEWF logo must be submitted to and approved by MEWF prior to its production and release. The Recipient must compensate MEWF for any loss or damage suffered by MEWF as a result of any unauthorised use by the Recipient of MEWF intellectual property (including its logo).
- (e) The invitation to submit an application to the Fund does not constitute an offer by MEWF.
- (f) For successful Recipients, these Guidelines, Terms and Conditions are to be read together with the Funding Agreement. Together, they will form the terms of the agreement between MEWF and the Recipient for any funding provided by the Fund.

## 7. **CHANGE**

These guidelines have been developed by the Trustee and are subject to modification from time to time.