



Helen Macpherson Smith Trust

27 Windsor Place  
Melbourne  
Victoria 3000  
Australia

TEL 03 9999 3000  
info@hmstrust.org.au  
hmstrust.org.au

## Grant Agreement

To satisfy HMSTrust's policy and the provisions of the Will of Helen Macpherson Schutt (née Smith) under which the Helen Macpherson Smith Trust (HMSTrust) has been established, the Grantee organisation confirms that it is either:

- a. a registered charity based in Victoria and operating solely within Victoria; or
- b. a registered charity operating both inside and outside Victoria, with its head office in Victoria.

In addition, you confirm that the Project approved for funding by HMSTrust will be undertaken solely in Victoria for the benefit of Victoria, and that your organisation will not apply any of the HMSTrust grant funds outside Victoria.

### Standard Grant Conditions

The following Standard Grant Conditions apply to all grants approved by HMSTrust. The grant is accepted by the Grantee organisation with the understanding that:

1. The Grantee will confirm full project funding is secured, no later than 14 days prior to the Project commencing (as indicated in the attached Grants Schedule). The grant will not be paid until this confirmation is received.
2. In order for the grant to be paid, the Grantee will supply a Tax Invoice to HMSTrust for the agreed amount of the grant or instalment as per the approved payment schedule. Grants made by HMSTrust are regarded as gifts for the purposes of GST legislation and therefore not subject to GST.
3. The Grantee must use the whole of the grant exclusively for the Project as described in the application submitted by the Grantee and not for any other purpose without the prior written consent of HMSTrust.
4. The Grantee will expend the Grant only for charitable purposes within Victoria.
5. The Grantee of:
  - a. A grant up to \$30k will use its best endeavours to complete the Project within eighteen months from the date of receipt of the grant unless otherwise agreed in writing with HMSTrust;
  - or*
  - b. A multi-year grant will provide satisfactory annual progress reports and financial acquittals, as indicated in the attached Grants Schedule, to the satisfaction of HMSTrust in order for subsequent grant payments to be made.
6. The Grantee accepts that if the Project has not commenced within six months from the approval date the grant will be deemed to have lapsed unless HMSTrust is advised of the delay and HMSTrust has approved the delay in writing.
7. The Grantee will promptly advise HMSTrust of any material change that may affect the Grantee's ability to undertake or complete the Project within the agreed timeframe and as outlined in the application approved by HMSTrust.
8. If the Project is not completed within the agreed timeframe (or any extension to the agreed timeframe approved in writing by HMSTrust), no part of the grant may be paid out or otherwise used after the agreed timeframe or extension without the approval in writing of HMSTrust.
9. The Grantee will maintain adequate records to enable the use of grant funds to be identified, reported and checked readily. HMSTrust has a right to inspect such records of relevance to grant funds on reasonable notice to the Grantee.
10. Use of the HMSTrust logo in official recognition of the grant by the Grantee must comply with the guidelines listed in the HMSTrust Style Guide for Grantees. Hi-resolution versions of the logo are available on request and approval must be sought prior to publication.



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11. The Grantee will provide a report of the Project within two months of the end of the agreed project period submitted through the HMSTrust online portal. . The Grantee will report against the Project’s objectives, aims and expected outcomes as stated in the original Grant Application, and provide a signed statement of expenditure showing the amount received, details of expenditure and any balance of unspent grant funds.
12. The Grantee agrees that HMSTrust may use general information regarding the Grantee organisation, Project and size of grant for communication purposes (e.g. HMSTrust’s website, Annual Report, presentations etc).
13. The Grantee must ensure that all rights, consents, licences and permissions have been obtained prior to submitting images and/or video. Images sent to HMSTrust should include captions, names of any people pictured and any acknowledgements required. The provision of information and images will be taken as permission to reproduce and publish.
14. Intellectual property and data developed in whole or in part by HMSTrust grant funding are the property of the grantee unless otherwise agreed.
15. HMSTrust is not responsible for any liabilities associated with the Project, or errors, misrepresentations or misinterpretations of publicly available material and/or data resulting from the Project.
16. In addition to the Standard Grant Conditions above, the Grantee accepts that HMSTrust may set additional specific conditions and requirements on the grant.
17. Failure to meet with any of the above Standard Grant Conditions may result in HMSTrust withdrawing the grant and requiring any unused portions of the Grant to be repaid. In addition, non-compliance with the grant conditions will be taken into consideration if future applications are submitted to HMSTrust by the Grantee.

**Grant Schedule**

The attached schedule of requirements represents grant details listed in the Grantee’s original grant application. Any changes to this schedule must be approved, and are to be advised in writing to: [grants@hmstrust.org.au](mailto:grants@hmstrust.org.au)

To be completed by the organisation’s principal representative (CEO, Company Secretary, Treasurer or equivalent).

**This document should be signed and uploaded via the Grant Agreement requirement, using the online ‘My Account’ portal on the Trust’s website.**

**I accept and agree to the Grant Conditions, and understand that it is a requirement that full project funding is confirmed before HMSTrust will release grant funds. (Refer Item 1).**

**Name:**

**Position:**

**Organisation:**

**Project Title:**

**Grant ID No.:**

**Total Grant Amount:**

Signature: ..... Date: \_\_\_/\_\_\_/\_\_\_



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## Grant Schedule

### Grant Details

**Grant ID:**

**Project Title:**

**Primary Contact:**

**Total Grant Amount (excludes GST):**

**Project Start Date:**

**Project End Date:**

If any details in this schedule require amendment, please contact HMSTrust on [grants@hmstrust.org.au](mailto:grants@hmstrust.org.au) to discuss.

We will endeavour to make payment within 14 days once all requirements have been met.

### Schedule of Grant Requirements

### Schedule of Payments

Example