

Waitsia Community Grant Program

Terms and Conditions for Applicants

Mitsui E&P Australia (**MEPAU**) administers the Waitsia Community Grant Program on behalf of the Waitsia Joint Venture and this Waitsia Community Grant terms and conditions must be agreed to by grant applicants to be considered an eligible application.

1. Successful applicants (**Recipient**) will be required to sign and return a MEPAU Social Investment Agreement prior to disbursement of grant funds. The Social Investment Agreement sets out the terms and conditions governing the grant and will replace these terms and conditions upon execution.
2. All organisations who are considered for a Waitsia Community Grant must have in place the appropriate insurances applicable for the event, program or initiative the grant money is requested for. This includes, but is not limited to, where applicable: Public Liability Insurance, Workers Compensation Insurance and Motor Vehicle Insurances. Recipients must provide certificates of currency upon request by MEPAU.
3. MEPAU may consider more applications than can be funded and as a result, the final decision regarding the successful applicant will be made by MEPAU in its sole and absolute discretion based on its assessment of individual grant applications against the assessment criteria.
4. The decision of MEPAU is final and is not subject to any review. MEPAU may, but is not obliged to, provide the unsuccessful applicants with reasons as to why they were unsuccessful.
5. Unsuccessful applicants may apply for future grants which will be subject to the same assessment criteria and these terms and conditions.
6. The Recipient must use the grant for the purpose stated in the application and Social Investment Agreement. Unless prior written approval is obtained from MEPAU, any part of the grant monies that are not used must be repaid to MEPAU.
7. Recipients are required to complete the event, program or initiative no later than twelve (12) months of receipt of funding or within the time stipulated in the Social Investment Agreement, whichever is the later.
8. No grant will be considered for past events, programs or initiatives.
9. On completion of the event, program or initiative, the Recipient must provide an acquittal and evaluation report, including an expenditure statement. Failure to provide the acquittal and evaluation report may jeopardise future funding opportunities.

10. As a condition of receiving a Waitsia Community Grant, the Recipient must acknowledge MEPAU and Beach Energy, the Waitsia Joint Venture, in all promotional material relating to the event, program or initiative. The Recipient will be provided with the MEPAU and Beach Energy logos and associated guidelines to use in relation to this acknowledgment and must use the MEPAU and Beach Energy logos in accordance with the terms of the Social Investment Agreement and guidelines provided.
11. All advertising, signage, media releases and other promotional material that contain the MEPAU and/or Beach Energy logo or a reference to MEPAU and/or Beach Energy must be submitted to and approved by MEPAU prior to its production and release. MEPAU also reserves the right to make amendments prior to any release.
12. MEPAU may request the use of photos, videos and quotes from the Recipient for MEPAU and/or Beach Energy's marketing purposes including advertising, publications and social media.
13. MEPAU may request the Recipient to take part in media activities organised by MEPAU.
14. The Recipient must not do anything that, in MEPAU's reasonable opinion, is or has the potential to cause harm to MEPAU and/or Beach Energy or bring the brand or reputation of MEPAU and/or Beach Energy into disrepute.
15. The Recipient must declare any affiliation or connection they may have with a Government organisation or Government official, MEPAU or any of its JV partners (including Beach Energy, Waitsia suppliers and contractors), or personal connection with any staff member of MEPAU or any of its JV partner organisations. Failure to disclose such affiliation(s) or connection(s) may result in the immediate termination of the Grant Agreement. For the purposes of this paragraph, 'Government' means any government, or governmental, semi-governmental, administrative, fiscal or judicial body, department, responsible Minister, office, commission, delegate, authority, instrumentality, tribunal, board, agency, entity or organ of government, whether federal, state, territorial, or local, statutory or otherwise.
16. If the Recipient ceases carrying out the activities for which the grant was made or if MEPAU terminates the Social Investment Agreement on account of the Recipient's breach of the Social Investment Agreement, then the balance of the grant monies must be repaid to MEPAU.
17. Grant amounts are up to a maximum of \$5,000 per grant. The total grant payment provided by MEPAU includes an amount to cover any liability for GST, if applicable. If the supply of anything under the Social Investment Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
18. If an applicant commits a breach of any of these terms and conditions, MEPAU can terminate the application at any time and without giving prior notice.
19. The Waitsia Community Grant Program can be terminated by MEPAU in its sole and absolute discretion at any time without notice.

20. If a Recipient is provided with grant monies, this does not entitle them to receive further grant monies.
21. MEPAU and/or Beach Energy will not be held responsible for the success of the approved purpose for which the grant is applied for or for any losses or additional costs incurred that are associated with the approved purpose.
22. Recipients must comply with all local, State and Commonwealth laws applicable to the event, program or initiative the grant money is requested for and associated activities.