

Clean Energy Future Fund

General conditions of agreement

These terms are indicative of those that will be in the funding agreement. They are provided without prejudice to the State's rights to add to, remove or amend any of the indicative terms.

Issue	General conditions of agreement
Grant payment	The State agrees to pay the grant provided under the funding agreement (grant) to the recipient at the times, and using the method specified, in the agreement, subject to the recipient satisfying all the conditions specified in this agreement.
Milestone payments	<p>The milestones will be developed on the basis of the proposed milestones outlined in the application. The milestone table will specify milestone payments to be made upon completion of milestones. The total of milestone payments should equal the approved grant.</p> <p>If project costs are below the approved grant, or if a project is not completed in the allotted period, only eligible expenditure that has been paid will be considered.</p> <p>No part payments of the grant will be made for partly achieved milestones, unless agreed in writing at least 30 days before the milestone due date.</p> <p>On milestone completion, the recipient must provide a statement and evidence of completion, along with evidence of eligible costs incurred.</p> <p>Milestone payments will be paid in arrears, upon milestone completion.</p>
Use of grant	<p>The recipient must use the grant to carry out the project in accordance with this agreement. Expenditure must be sensible, reasonable and commercially prudent to be considered an eligible cost.</p> <p>The recipient must meet all project milestones and complete the project by the date for project completion unless a variation is agreed by both parties failing which an event of default occurs.</p> <p>If the recipient fails to comply with or meet a milestone, the State may impose additional milestones in relation to any aspect of the project or replace any milestones with new milestones.</p>
Eligible expenditure	<p>The grant can only be applied to items that are characterised as eligible expenditure. This may include:</p> <ul style="list-style-type: none"> capital costs of renewable energy generation equipment. essential enabling equipment, including equipment and structures for energy storage and conversion, system control equipment, and monitoring or communications equipment.

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non-equipment expenditure including design, professional services, transport, installation and commissioning required to achieve a project objective or milestone.

project management costs and grant administration costs.

Eligible expenditure will not include:

land acquisition.

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	<p>The recipient must provide evidence that the leveraged funds have been secured within six months of signing the funding agreement. If not so provided, the agreement will be terminated and the grant withdrawn.</p> <p>No grant moneys will be provided until evidence is provided that the leveraged funds have been obtained.</p>
<p>Ongoing conditions</p>	<p>The recipient must ensure at all times:</p> <ul style="list-style-type: none"> that the project is undertaken primarily in the State of Western Australia that the project is completed within the term of the agreement that resources are allocated to successfully administer and deliver the project that it has the financial capacity to fund its contribution to the costs of the project, including ongoing operation and maintenance costs within the term of the agreement the milestones are utilised to manage the delivery of the project. <p>The State may, at any time during the term, require that the recipient provide in writing evidence that the recipient is meeting one or more of the conditions of eligibility.</p>

Recipient's general undertakings

The recipient agrees that during the term of the agreement, the recipient:

- (representation or warranty incorrect)** will notify the State if any representation or warranty the recipient has made is found to be incorrect or misleading
- (appropriate skills and expertise)** will ensure that its obligations are carried out by people with appropriate skills and expertise
- (fit and proper person)** will ensure that its obligations are carried out by people who are fit and proper persons
- (performance of obligations)** will perform and observe its obligations under the agreement and will promptly inform the State of any occurrence which might materially adversely affect its ability to perform
- (authorisations)** will comply with the terms of each authorisation necessary to enter into this agreement and keep current all required authorisations
- (acknowledge)** acknowledges that funding provided under this agreement is public money and is subject to compliance by the recipient with the terms of the grant as detail EMC P (4)-(4) (as) 13(

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	<p>with any of its rights, entitlements and powers or obligations under this agreement without the consent.</p> <p>(cooperate) will cooperate fully with the State in the administration of the agreement</p> <p>(Laws) it will comply with all relevant law</p> <p>(inspection) it will permit the State premises at any reasonable time to determine whether the recipient is performing its obligations under this agreement,</p> <p>so in a manner so as to cause mini business</p>
Recipient's warranties	<p>The recipient represents and warrants that:</p> <p>it has the power to enter into and observe its obligations</p> <p>its obligations are valid, binding and enforceable</p> <p>it will obtain and keep current all necessary authorisations, registrations, consents, approvals licences and permits</p> <p>it is not aware of any litigation, arbitration or administrative proceedings currently taking place, pending or threatened against the recipient which could have materially adverse effect on the</p> <p>as far as the recipient is aware, the agreement and performance under it does not violate any law or government order or decree or any consent, registration, approval, licence or permit or agreement, order or award binding on the recipient</p> <p>all information provided by the recipient to the State relating to the are true, accurate and complete</p> <p>it has, after diligent inquiry and investigation, fully disclosed to the State all material information which could reasonably be regarded as affecting in any way the S decision to enter into this agreement</p> <p>it will comply with all prior representations made by it in connection with the recipient or this agreement.</p>
Recipient diligence	<p>The recipient must carry out the project fully, properly, competently, carefully, diligently and efficiently in accordance with the approved application and the terms and conditions of this agreement. The recipient must use the grant efficiently and not extravagantly, wastefully or irresponsibly.</p>
Notification to State	<p>The recipient must:</p> <p>promptly notify the State of any actual, pending or threatened claim against the recipient</p>

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immediately notify the State

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Limitation of liability	<p>The recipient releases the State from all liability in relation to the project, this agreement and any related matter.</p> <p>The recipient must indemnify the State against all claims or liability, suffered or incurred by or brought against the State caused by, arising out of or relating directly or indirectly to any:</p> <ul style="list-style-type: none"> breach of any provision by the recipient act or omission of the recipient breach of a law by the recipient. <p>This indemnity is reduced to the extent that the indemnified party caused or contributed to the liability or damage.</p>
Reporting	<p>The recipient must keep detailed, accurate, complete and up-to-date records of:</p> <ul style="list-style-type: none"> income, expenditure and financial commitments in relation to the project the activities, performance, progress, successes, achievements, setbacks, failures and remedial actions of and associated with the project. <p>The recipient must comply with the reporting requirements which require:</p> <ul style="list-style-type: none"> an annual report (including a financial report and a project report) a milestone report for each milestone a progress report (on request from the State) a final report (at completion of the project). <p>All such reports must be in writing and properly detailed, accurate, complete and up to date.</p>
Evaluation	<p>The recipient must contribute to, and participate in, evaluation relating to the project during the term, and for at least four years after the conclusion of this agreement.</p>
Information	<p>If the State requires the recipient to provide to the State, any information and documents in connection with the project, the recipient must provide the information and documents within five business days.</p>
Audit rights	<p>The State may arrange, at its own cost, for an independent audit to be carried out of the recipient's activities and finances that relate directly to the project and the grant. If the State arranges for an independent audit to be carried out the recipient must provide the State with access to the recipient's financial records.</p>

