



NSW Ports 2022 Community Grants Program Terms and Conditions

Eligibility Criteria

The Community Grants Program is open to registered not-for-profit organisations or community groups that have a clear vision and goal to provide care for communities living local to our port and rail assets.

In order to be considered, local projects, services and initiatives (“projects”) must:

- Be delivered by Australian-registered charitable organisations / not-for-profits / social enterprises with an ABN and Australian bank account (unless otherwise agreed by NSW Ports);
- Enhance the areas in close proximity to NSW Ports’ operations, reflective of priorities in those communities. Projects which enhance a selection of suburbs in the following local government areas are eligible to participate: Bayside Council and Randwick City Council (Port Botany); City of Canterbury Bankstown Council and Strathfield Council (Enfield Intermodal Logistics Centre); Inner West Council (Cooks River) and Wollongong City Council (Port Kembla); please refer to Appendix A for the full list of eligible suburbs
- Create opportunities for, community participation; build infrastructure that enhances local services and/ or amenities; or delivers measurable environmental or sustainability benefits
- Be delivered within twelve (12) months of participation

in the Community Program being confirmed, with grant funding used within six (6) months of receipt;

- Have an alignment with **NSW Ports’ Values**; and
- Provide an avenue for promoting a community-wide understanding of NSW Ports, our role and contribution to local communities.

NSW Ports reserves the right to consider projects that do not fall within the above eligibility criteria or to impose additional eligibility criteria for certain categories of project, services and initiatives, where reasonably required.

If NSW Ports chooses to partner with you as a funding or in-kind sponsor, you will be required to enter into a NSW Ports Community Grant Agreement, which will be tailored to suit your project and outline your obligations in more detail. Some of the standardised obligations will require you to:

- Enter into a Community Grant Agreement
- Provide a tax invoice for sponsorship funds to be paid
- Use the grant funds on agreed activities to be conducted during the specified funding period (up until 31 December 2022)
- Report on the completion of the project using a template to be provided by NSW Ports
- Acknowledge NSW Ports’ support publicly
- Assume all operational and commercial responsibilities associated with the delivery of the project, including securing appropriate insurance cover.

Application Process

In order to have a proposed project / service / initiative considered by NSW Ports, applicants will be required to complete an Application Form by 27 May 2022, which is available online [here](#).

NSW Ports reserves the right to approach potential applicants at any time.

Before submitting an application we encourage applicants to read and understand the **Program Guidelines** and these Program Terms and Conditions. All applicants that submit an application agree to be bound by these terms and conditions. These terms and conditions are subject to change over time, however, and may be updated / amended at NSW Ports' discretion at any time.

Applicants are responsible for ensuring that the information supplied by way of their application are complete and accurate. NSW Ports may ask for clarification or additional information from applicants if we consider it necessary to assess a proposal.

Selection Process - How sponsorship is decided

All eligible Community Grant applications will be assessed by a panel (comprised of representatives from NSW Ports) according to the criteria of each category. To give your application the best chance of securing sponsorship, ensure you clearly demonstrate how you meet each criterion.

Where appropriate, NSW Ports will seek to meet with the applicant to review suitability and to discuss the proposed project/ service/ initiative in more detail. As part of this process, NSW Ports may require applicants to participate in certain third-party due diligence processes.

By submitting an application and participating in the selection process, applicants consent to NSW Ports using and disclosing the information provided in the course of the application process and, if successful, during or after the grant period for the purposes of conducting the Community Grants Program.

Decision and Award

If an application is successful:

- A representative of NSW Ports will be in touch to provide confirmation of the same and to discuss next steps; and

- The applicant will be required to enter into a legally binding agreement with NSW Ports governing the terms of the applicant's participation in the Community Grants Program; and
- The applicant will be required to participate in a launch announcement, which will occur before the end of July 2022 (date to be advised).

Due to caps on funding, however, it is likely that some applicants / applications that satisfy the eligibility criteria may not be invited to participate in the current year's Community Grants Program. The final decisions in this regard, and the amount of funding to be allocated in each instance (if at all) is at the sole discretion of NSW Ports. While NSW Ports will advise applicants of the outcome of their applications as soon as possible, NSW Ports is under no obligation to enter into correspondence in relation to the decision-making process or the outcomes.

Payment of Grant Funds

The formal Community Grants Program Agreement will confirm the timing of the payments and the maximum amounts to be paid by NSW Ports. The grant funds are all-inclusive, and the grant recipient must meet any additional costs associated with the delivery of the project/ service/ initiative and the receipt of the grant funds from NSW Ports (including any related charges, fees and taxes).

The funds will only be deposited into a bank account held in the name of the grant recipient. The grant recipient will need to provide evidence that the bank account is held by the grant recipient and that the bank details are accurate and complete.

Grant recipients should seek independent advice as to whether they have a tax liability arising in connection with receipt of grant funds.

Use of Grant Funds

The grant funds must be used solely for the approved project/ service/ initiative as set out in the Community Grants Program Agreement and within six (6) months of receipt of funds. The grant recipient must provide NSW Ports with regular reporting, as specified by NSW Ports from time to time.

If completion of the project/ service/ initiative in the manner proposed is no longer possible, the grant recipient must advise the NSW Ports as soon as possible so that alternate options can be discussed.

General Terms and Conditions

NSW Ports may promote the Community Grants Program from time to time as it deems appropriate. Each grant recipient consents to their name, details of their project/ service/ initiative and related intellectual property being used in NSW Ports’ promotional materials and grants to NSW Ports an irrevocable, perpetual, non-exclusive and royalty free licence to use, reproduce, modify, disseminate and publish any such materials for any purpose (and to grant sublicenses in respect of the same).

NSW Ports makes no express or implied warranty or representation in relation to the Community Grants Program other than as set out in the Guidelines and these Program Terms and Conditions and, to the maximum extent permitted by law:

- any liability that NSW Ports may have to any party, whether for negligence, breach of contract or otherwise in respect of the Community Grants Program is limited to conducting the Community Grants Program in accordance with the Guidelines and these Program Terms and Conditions; and
- NSW Ports will have no liability whatsoever for any loss of profits or any other incidental, consequential or indirect loss or other consequence in connection with the Community Care Grants Program.

NSW Ports complies with the Privacy Act 1988 (Cth) to ensure that any personal (including sensitive) information it collects is protected. NSW Ports will use the information in connection with the Community Grants Program, including related promotional, marketing or publicity purposes. If you choose not to provide your personal information to NSW Ports, NSW Ports may be unable to consider your application. NSW Ports’ Privacy Policy contains more information about how an individual may access or correct information that NSW Ports holds about the individual, how complaints about a breach of privacy may be made and how such complaints will be dealt with.

NSW Ports reserves the right to terminate the Community Grants Program Agreement and to demand the return of grant funds in the case of overpayment, misuse, illegality, fraud, wilful misconduct or other breach of the Community Grants Program Agreement. Further, NSW Ports may, to the extent permitted by law, suspend or terminate the Community Grants Program generally, at any time at its discretion and without prior notice.

These Guidelines are governed by the laws of New South Wales, and each party to them submits to the exclusive jurisdiction of New South Wales’ courts.

Appendix A

Asset	Post Code	Suburb included
Port Botany	2019	Banksmeadow, Botany
Port Botany	2020	Mascot
Port Botany	2035	Maroubra, Maroubra South, Pagewood
Port Botany	2036	Chifley, Eastgardens, Hillsdale, La Perouse, Little Bay, Malabar, Matraville, Phillip Bay, Port Botany
Cooks River	2044	Tempe, St Peters, Sydenham
Enfield ILC	2134	Burwood, Burwood North
Enfield ILC	2135	Strathfield
Enfield ILC	2136	Strathfield South, Burwood Heights, Enfield
Enfield ILC	2190	Greenacre, Chullora, Mount Lewis
Enfield ILC	2191	Belfield
Port Kembla	2500	Wollongong, Gwynneville, Keiraville, North Wollongong, Coniston, Mount St Thomas, Mount Keira, Spring Hill, Mangerton, Wollongong West
Port Kembla	2502	Cringila, Warrawong, Lake Heights, Primbee
Port Kembla	2505	Wollongong, Port Kembla
Port Kembla	2519	Fairy Meadow, Balgownie, Mount Ousley, Mount Pleasant, Fern Hill