

## **GRANT TERMS AND CONDITIONS**

### **BACKGROUND**

Te Pou Ltd (Te Pou) administers a range of workforce grants. They includes grants to help the mental health, addiction and disability workforce, service users, disabled people and whānau take part in training, leadership and skills development activities.

Applications for grants are received and accepted on-line through the Te Pou online grants portal (Grants Portal). Full details of each grant are provided on the Te Pou website.

### **TERMS AND CONDITIONS FOR ALL GRANT APPLICATIONS**

#### **1 FUNDING**

- 1.1 Applications for grants cannot be considered if the applicant(s) are already funded by other agencies, or if they are in receipt of other grants from Te Pou or any other organisation, for the activity the application relates to.
- 1.2 Grant funding is for one-off proposals only.
- 1.3 All applications for grants will be assessed against the grant's eligibility criteria and the grant's priorities described on the Te Pou website. If necessary the Ministry of Health will be consulted.
- 1.4 Applications for funding must be inclusive of GST.
- 1.5 All decisions on grant applications are final and no correspondence will be entered into.
- 1.6 Te Pou accepts applications at different times of the year. It is the responsibility of the applicant to ensure they are aware of opening and closing dates and times which are published on the Te Pou website. Application deadlines are in New Zealand Time.
- 1.7 Te Pou recommends that applications should be submitted on the Grants Portal at least 3-7 days before the advertised closing time.
- 1.8 Te Pou does not accept responsibility for technical problems experienced by applicant(s) applying through the Grants Portal if the problems are unrelated to the Grants Portal itself.
- 1.9 Late applications will not be accepted.

#### **2 BACKGROUND CHECKS**

- 2.1 Te Pou reserves the right and applicants agree that Te Pou is authorised to carry out a background check of any organisation to check:
  - its legal status
  - the ongoing financial viability of the organisation
  - with other government departments or Crown entities to ensure the organisation is not receiving duplicate funding from any source for the activity the application relates to.
- 2.2 If Te Pou makes a reasonable request for an applicant to provide further information to assist in background checks, the applicant should do so promptly.

#### **3 INFORMATION AND PRIVACY**

- 3.1 Information relating to an applicant that Te Pou collects from either that applicant or otherwise (including, without limitation to, the application form) will be stored by Te Pou in accordance with statutory and other requirements, and may be accessed by the applicant in accordance with the Privacy Act 1993.
- 3.2 Applicants may request corrections to their information and Te Pou shall respond to such requests in accordance with the Privacy Act 1993.
- 3.3 The information collected will be used to process applications and enable Te Pou to report to government and other entities in the health sector including (without limitation) the Ministry of Health.

#### **4 LIABILITY**

- 4.1 Te Pou shall not be responsible for any loss whatsoever (perceived or otherwise) suffered by an applicant as a result of their involvement in the application or grant process including without limitation a loss of income or loss of surplus as a result of that applicant's application being declined.

#### **TERMS AND CONDITIONS FOR SUCCESSFUL APPLICATIONS**

These terms and conditions (Terms) set out the terms that will apply to any grant agreed between Te Pou and a recipient (Recipient) through the Grants Portal. Details of individual grants, approved by Te Pou and accepted by the Recipient, will be stored on the Grants Portal as a numbered successful application (the Successful Application). The Successful Application will include the grant's purpose, type, value, and timeframes for reporting.

The grant must be spent in accordance with these Terms and the Successful Application.

These Terms will be binding once Te Pou has offered a grant and it has been accepted by the Recipient through the Grants Portal.

#### **5 PAYMENT**

- 5.1 Te Pou will pay the grant to the Recipient on these Terms and those set out in the Successful Application.
- 5.2 Te Pou will arrange payment of the grant to the Recipient either upon receipt of a suitable tax invoice on the Recipient's letterhead and receipt of the bank details of the Recipient, or the grant will be paid directly to the Recipient on confirmation of the Recipient's bank details, depending on the type of grant.
- 5.3 Where an invoice is required it must include the purchase order number, as advised by Te Pou, and be submitted electronically through the Grants Portal. Approved invoices will be paid within 14 days of receipt.
- 5.4 As the payment is a grant the amount paid by Te Pou to the Recipient is inclusive of GST. GST and income tax obligations are the responsibility of the Recipient.

#### **6 PURPOSE FOR WHICH GRANT IS TO BE HELD AND APPLIED IN RELATION TO DISABILITY WORKFORCE DEVELOPMENT GRANTS ONLY**

- 6.1 The Recipient will hold the grant as trustee for Te Pou and apply the grant for the following purposes and on the following conditions:
- 6.1.1 The grant is to be applied strictly for the learning activity participants (Participant(s)) in accordance with the purpose set out in the Successful Application.
- 6.1.2 The Recipient will consult and agree with Te Pou on any additional costs in respect of which the grant may be applied. The Recipient must obtain agreement from Te Pou in writing before applying any grant funds to any such costs.
- 6.1.3 The Recipient will use its best endeavours to ensure that the grant is utilised in a cost effective manner so as to ensure the Participant(s) derive(s) the maximum benefit from the learning activity or project.
- 6.1.4 The Recipient will ensure that any unused portion of the grant is returned to Te Pou once the Participant(s) has/have completed the learning activity or project.
- 6.1.5 The Recipient may request amendments to a Successful Application through the "Request Change" facility on the Grants Portal. Requested changes will only be given effect if accepted by Te Pou.

#### **7 PARTICIPANTS IN RELATION TO DISABILITY WORKFORCE DEVELOPMENT GRANTS ONLY**

- 7.1 If the purpose of a grant is for participation in a learning activity as outlined in the Successful Application, the Recipient must provide details of proposed Participant(s) for the learning activity on the Grants Portal ("Participant List") for approval by Te Pou as soon as practicable after the Participant(s) have been confirmed. The date to supply this information will be included in the Successful Application.
- 7.2 If the Recipient fails to provide the Participant List by the relevant Final Participant Report Date(s) Te Pou may, after consultation with the Recipient, require the return of any unspent portion of the grant.

- 7.3 If any of the approved Participants become unable or unwilling to attend the learning activity or the Recipient has not attained the minimum number of Participants prior to the Final Reporting Date, then the Recipient will notify Te Pou to discuss and agree on the use of the remaining grant.
- 7.4 If a replacement Participant is available and is able to be enrolled in the learning activity, or if a suitable replacement learning has been identified, the Recipient will provide Te Pou with details of the proposed replacement Participant and/or details of the proposed replacement programme through the Request Change facility on the Grants Portal for Te Pou to review and approve.
- 7.5 If, at absolute discretion of Te Pou, no suitable replacement Participant or learning activity can be identified, Te Pou shall notify the Recipient and the Recipient may be required to return any unspent portion of the grant to Te Pou as at the Final Reporting Date.

## **8 PROJECT**

- 8.1 If the purpose of a grant is completion of a project as outlined in the Successful Application, the approved project will include an evaluation of the project's outcomes.
- 8.2 If for any reason it is not possible to complete the project, or if there is a material variation to the project, then the Recipient will notify Te Pou through the Request Change facility in the Grants portal with a view to agreeing on the use of the remaining grant money. Notification by the Recipient will include full details of the variation, or full details of the proposed replacement project, for Te Pou review and approval.
- 8.3 If in absolute discretion of Te Pou the project variation is not appropriate, or if no suitable replacement project has been identified, Te Pou shall notify the Recipient and the Recipient may be required to return any unspent portion of the grant to Te Pou if required by Te Pou at its discretion.

## **9 OTHER GRANTS MADE TO INDIVIDUALS**

- 9.1 The Recipient will use their best endeavours to ensure that the grant is utilised in a cost effective manner so as to ensure they derive the maximum benefit from the learning activity or project.
- 9.2 The grant is to be applied strictly for the purpose for meeting costs to enable the Recipient to participate in training and/or course costs or other agreed costs as set out in the Successful Application.
- 9.3 The Recipient will ensure that any unused portion of the grant is returned to Te Pou once the Participant(s) has/have completed the learning activity or project.
- 9.4 If the Recipient becomes unable or unwilling to attend the learning activity or project, then the Recipient will immediately return the funds, or the unspent portion of the same, to Te Pou. If the Recipient withdraws from the learning activity or project part way through the programme, he or she must immediately notify Te Pou and the Recipient will ensure the unspent portion of the funds are returned to Te Pou.

## **10 REPORTING AND AUDIT REQUIREMENTS**

- 10.1 The Recipient shall provide Te Pou with reports as set out in the Successful Application.
- 10.2 The Recipient will only be obliged to prepare and provide interim or progress reports if requested to do so by Te Pou but must maintain adequate records to allow the reports to be prepared if so requested. If requested to do so, the Recipient will produce receipts in respect of the costs incurred.
- 10.3 In the event the Recipient has not provided the final report by the due date set out in the Successful Application, Te Pou may refuse to consider any further applications from the Recipient for grant funding.
- 10.4 The Recipient may request an extension to the final reporting due date. Requests shall be lodged with Te Pou at least fourteen working days before the due date of the final report. The Recipient shall provide the reason for the extension request along with the proposed new reporting date. Te Pou will consider requests on a case by case basis and provide the outcome of the decision within seven working days of the request.
- 10.5 If, on reviewing the final report, Te Pou determines in its absolute discretion that the project has not been completed, or one or more Participants have not satisfactorily completed the learning activity, then Te Pou may require the grant paid to the Recipient for the uncompleted part of the project, or attendance of those Participant(s) at the learning activity, to be refunded to Te Pou on a pro rata basis.

- 10.6 If the Recipient fails to provide the final report or fails to provide it in a form acceptable to Te Pou, Te Pou shall be entitled to carry out its own review of the project, or the Participant(s)' attendance at and completion of the learning activity, as soon as practicable following the final report date. If following consultation with the Recipient, Te Pou determines that the project has not been satisfactorily completed, or any of the Participant(s) have not satisfactorily completed the learning activity, Te Pou may require the grant paid to the Recipient for the uncompleted part of the project, or attendance of those Participant(s) at the learning activity, to be refunded to Te Pou on a pro rata basis.
- 10.7 Any repayment required under these terms shall be made by the Recipient to Te Pou immediately upon request.
- 10.8 Te Pou may undertake, engage or give authority to a third party to undertake, a review or audit of the spending of the grant and delivery of the learning activity or project. The Recipient agrees to co-operate with and provide the reviewers or auditors with access to persons, places and information requested by them to complete their review or audit. Te Pou will, wherever reasonably possible, give notice in writing of an audit unless to do so would in the reasonable opinion of Te Pou prejudice the purpose for which such review or audit was undertaken.

## **11 CHANGES TO TERMS**

- 11.1 Changes to these Terms may be made by Te Pou and notified to the Recipient either by email or by updating the Terms on the Te Pou website