

2022-2023 Sydney Water Community Grants Program Terms and Conditions

Terms and Conditions

These terms and conditions apply to Sydney Water's Community Grants Program (**Program**). By applying for and participating in the Program, you agree to comply with these terms and conditions and the Guidelines.

Definitions

'Applicant' means the applicant to the Program.

'Applicable Corruption Law' means all of the laws, rules, regulations and other legally binding measures relating to bribery, corruption, money laundering, fraud or similar activities of Australia

'Background Intellectual Property' means the Intellectual Property Rights owned by or licensed to the Applicant and used as part of the Project, which exists prior to the commencement of the Project but does not include Project Intellectual Property.

'Corrupt Conduct' has the meaning given in the *Independent Commission Against Corruption Act 1988* (NSW).

'Guidelines' means the "2022 Community Grants Program – Guidelines" document.

'Intellectual Property Rights' means any and all intellectual property rights being all rights conferred under statute, common law and equity, including those in and in relation to inventions, patents, designs, copyright, registered and unregistered trademarks, trade names, brands, logos, circuit layouts and confidential information, Moral Rights and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field or other protected right.

'Public Official' includes any person representing or employed by a government department or enterprise.

'Sydney Water' means Sydney Water Corporation (ABN 49 776 225 038).

'Moral Rights' means all present and future rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature anywhere in the world in copyright works.

'Project' means the project that the Applicant has applied to receive funding for as part of the Program and as described in the Application.

‘Project Intellectual Property’ means Intellectual Property Rights discovered or coming into existence as a result of, for the purposes of or in connection with the Project and any other Intellectual Property Rights.

Eligibility

The Applicant must meet the eligibility requirements contained in the Guidelines in order to apply to and participate in the Program. Any Applicants found to be ineligible to participate in the Program will be notified and subsequently excluded from participation.

Terms and Conditions for Successful Applicants

Successful Applicants must:

- Carry out their Project as described in their application and in accordance with all applicable laws and only use the grant for the purposes of their Project and as provided in their application.
- Provide a progress report when required by Sydney Water.
- Complete their Project by Friday 26 May 2023, unless otherwise advised by Sydney Water.
- Complete and submit the final report by Friday 9 June 2023, unless otherwise advised by Sydney Water.
- Participate in social media, promotional media campaigns, and/ or research with, or for, Sydney Water relating to this grant from time to time, as required by Sydney Water.
- At all times, act in a way that does not negatively impact Sydney Water’s reputation or business.

Intellectual Property

- a) Sydney Water retains the Intellectual Property Rights in the Program. The Applicant retains the Intellectual Property Rights in the Background Intellectual Property. All Project Intellectual Property will be vested in and owned by the Applicant immediately on its creation.
- b) The Applicant gives Sydney Water a perpetual, irrevocable and royalty free licence to reproduce, use, modify, adapt and sublicense the Background Intellectual Property and the Project Intellectual Property for Sydney Water’s internal and external:
 - (I) educational and promotional purposes; and
 - (II) community engagement purposes.

The Applicant must take any steps required by Sydney Water, including executing any document in the form required by Sydney Water, to give effect to the licence referred to in this subclause.

- c) The Applicant warrants that use by Sydney Water of the Background Intellectual Property and Project Intellectual Property will not infringe the Intellectual Property Rights of any third party. The Applicant must notify Sydney Water as soon as it becomes aware of any suspected, threatened or actual infringement of any Intellectual Property Rights in the Background Intellectual Property or the Project Intellectual Property.
- d) The Applicant indemnifies Sydney Water against all liabilities, losses, damages, expenses, compensation, fines, penalties, charges and costs of any kind arising out of or in connection with the Project, in respect of or in any way in connection with infringement of the Intellectual Property Rights of a third party.
- e) The Applicant must obtain in writing from members of the Project all necessary, unconditional and irrevocable consents permitted by applicable law to any alterations to, or use of, the Background Intellectual Property and Project Intellectual Property that would otherwise infringe their respective Moral Rights in the Background Intellectual Property and Project Intellectual Property, whether occurring before or after the consent is given. You must provide Sydney Water with copies of each written consent and waiver obtained under this clause, at Sydney Water's request.

Promotion and Logos

Sydney Water's trademarks and logos are the property of Sydney Water. The Applicant must obtain Sydney Water's written consent before using or publishing Sydney Water's trademarks or logos.

The Applicant must not make press or other announcements or releases or publications relating to the grant without the prior written approval of Sydney Water.

Media Release Forms

Any identifiable person appearing in a photo or video taken by or for Sydney Water must complete a model release form. If the person is under 18 years old, their parent or guardian must complete the form.

Insurance

The Applicant is responsible for maintaining any insurance cover required for their Project. The Applicant must provide insurance details during the formal application process, if requested by Sydney Water.

The Applicant must effect and maintain throughout the continuance of the Project, a public liability insurance issued on an occurrence basis with a limit of liability of not less than \$20 million. The Applicant must ensure the insurance policy is obtained from an insurer authorised by the Australian Prudential Regulatory Authority (APRA) or regulated by the Financial Services Authority in the United Kingdom with a security rating from A.M. Best of not less than "A" or an insurer acceptable to Sydney Water, and are on terms acceptable to Sydney Water. The Applicant agrees to provide Sydney Water with evidence of this insurance on request.

Project Cancellation or Change

Any proposed changes or cancellation of the Project to that included in the application must be in writing and approved by Sydney Water in advance.

Termination by Sydney Water

Sydney Water may terminate the Program and payment of the grant at any time as it deems appropriate. The Applicant agrees that Sydney Water will not be liable for any costs incurred by the Applicant in the event that the Program is terminated.

Anti-Corruption Obligations

The Applicant must always comply with all Applicable Corruption Law related to bribery and corruption and not offer, promise or give (either directly or indirectly) any financial or other Advantage: (i) to any person with the intention of inducing that person to breach a position of trust or duty of good faith or impartiality; or (ii) to any Public Official intending to influence that official; with the aim that either party should benefit as a result.

The Applicant will not employ or continue to employ or use or engage as part of the Project anyone found by the Independent Commission Against Corruption to have engaged in Corrupt Conduct.

Sydney Water may terminate the Program or withhold or cancel payment of any funding to the Applicant if any person participating in the Project has been found to have engaged in Corrupt Conduct by the ICAC.

General

- The person accepting these Terms and Conditions on behalf of the Applicant represents that they have the authority to do so.
- The grant is provided to the Applicant and is non-transferable. Any proposed transfer of the grant must first obtain Sydney Water's prior written permission which can be provided or withheld at its sole discretion.
- Nothing in these terms and conditions constitute an exclusive arrangement or partnership, joint venture, fiduciaries, agency or an employer and employee relationship between the Applicant and Sydney Water.
- These terms and conditions will be governed by and construed in accordance with the laws of the State of New South Wales and the parties irrevocably submit to the courts of New South Wales.
- The Applicant agrees to receive communications from Sydney Water using the details provided on its application.