

“SPURonWA”

GRANT FUNDING AGREEMENT (INSERT REF)

Date of Agreement _____
BETWEEN

The Western Australian Land Information Authority, a body corporate established by the *Land Information Authority Act 2006*, trading as Landgate (**“Landgate”**), ABN 86 574 793 858
Address: 1 Midland Square, Midland Western Australia 6056
Email: spuronwagrant@landgate.wa.gov.au

AND (**“Recipient”**)

Background

- (A) Landgate is offering cash grants (**“SPURonWA Grants”**) to promote and assist the development of Western Australian based, innovative location information products and services. Ultimately, this assistance is intended to:
 - Reduce the cost of doing business for government and industry;
 - Improve government service delivery for its citizens; and
 - Create a stronger local economy, through creating jobs and growing businesses in WA.
- (B) **“SPUR”** is the name of a division or business unit within Landgate, that is responsible for administering SPURonWA Grants for Landgate.
- (C) The Recipient has been selected by Landgate as an approved applicant and will receive a SPURonWA Grant in good faith, for the Project, in accordance with the terms of this Agreement.
- (D) Landgate will make the entire funding as per Item 4) defined in Schedule 1 available to the Recipient within 30 business days of the Commencement Date of this Agreement, subject to Landgate’s receipt of a valid Tax Invoice and completed Landgate Accounts Payable - Supplier Creation Amendment Form from the Recipient.
- (E) The Recipient accepts the SPURonWA Funds may only be used for the Approved Purposes during the Project Period and the Recipient must provide copies of receipts for all related expenditure to SPUR, in accordance with the terms of this Agreement. Failure to do so will mean all or part of the SPURonWA Grant must be repaid to Landgate.
- (F) The Recipient agrees to be included in SPUR’s promotional material and will acknowledge Landgate and the SPURonWA Grant, in related products and services.

TERMS AND CONDITIONS

1. Definition and interpretations

The following words and expressions are *capitalised* in this Agreement and have the meanings assigned to them as shown below, except where the context implies otherwise.

Agreement	Means this document, entitled the “SPURonWA Grant Funding Agreement”, which includes any Schedule, Annexure or other document incorporated by reference into this document.
Application	Means the Application seeking a SPURonWA Grant, submitted by the Recipient to SPUR.
Approved Purposes	Means the purposes for which the SPURonWA Grant Funds referred to in this Agreement, may be used, as detailed in Item 4 of Schedule 1.
Business Days	Means any day other than a Saturday, Sunday or public holiday in Western Australia.
Commencement Date	Means the date of execution of this Agreement, as specified on the first page of the same.
Confidential Information	Means information that: (a) is by its nature confidential; (b) is designated in writing by Landgate as confidential; (c) the Recipient knows or reasonably ought to know is confidential, and includes: (i) Information comprised in or relating to any intellectual property rights of Landgate or the State of Western Australia; (ii) Landgate information to which the Recipient has access, other than information referred to in (i), which has actual or potential commercial value to Landgate; (iii) Information relating to internal management, computing operations, personnel, policies, strategies, practices and procedures of Landgate and/or the Government of the State of Western Australia and any information in the Recipient’s possession relating to the <i>Western Australian Public Sector</i> ; and (iv) Information in the Recipient’s possession relating to Landgate’s customers, clients or suppliers; (v) Any information shared between the Parties to this Agreement, pursuant to this Agreement, including the final terms of this Agreement; (vi) The contents of any documentation supplied by Landgate to the Recipient.
Final Report	Means a detailed evaluation of the Project’s short-term and long-term outcomes provided to SPUR by the Recipient at the end of the Project Period.
Funds Acquittal	Means the financial acquittal of the SPURonWA Grant funds provided for the approved purpose and be accompanied by invoices and receipts. The funds acquittal forms part of the Final Report
GST Act	Means <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> .
Intellectual Property Rights	Means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights, as further specified in clause 11.
Accounts Payable - Supplier Creation Amendment Form	Means the document attached to the Recipients confirmation email Accounts Payable - Supplier Creation Amendment Form.pdf
Party	Means a signatory to this Agreement, either Landgate or the Recipient.
Project	The work specified in the original submission for which the Recipient has sought a SPURonWA Grant.
Project Period	Means the time period of six months from the Commencement Date of this Agreement.

Recipient	Means the person or business named within the Application and Agreement to whom funding will be granted by Landgate.
Schedule	Means Schedule 1, which appear at the end of this Agreement.
SPUR	Means the name of the division or business unit of Landgate, that is responsible for administering SPURonWA Grants.
SPURonWA Grant	Means the Program, run by SPUR, which provides financial assistance to support WA-based individuals and businesses to develop innovative location-based products and services.
SPURonWA Grant Funds	Means the funds which have been approved by Landgate and issued to the Recipient as part of the SPURonWA Grant for the Approved Purpose, referred in this agreement and detailed at Item 4 in Schedule 1.
Tax Invoice	Means a tax invoice as defined in the GST Act
Term	Means the duration of this Agreement, as further defined in clause 15 of this Agreement
Use of SPUR powered by Landgate logo	Means the document " <i>Use of SPUR powered by Landgate logo.pdf</i> " which is attached to the Recipients confirmation email.

2. Interpretation

In this Agreement, unless the contrary intention appears:

- (a) Words importing the singular include the plural and vice versa and words denoting a given gender include all other genders;
- (b) Reference to a person or third party includes an individual, the estate of an individual, a partnership, a body politic, a corporation and a statutory or other authority or association (incorporated or unincorporated);
- (c) References to any person or to any Party to this Agreement will include that person's or Party's personal representatives, executors, administrators, predecessors, successors and permitted assigns;
- (d) Reference to a Party includes that Party's board members, officers, employees, Consultants, agents and invitees;
- (e) Where any word or phrase is given a defined meaning, any other part of speech or grammatical form of such word or phrase has a corresponding meaning;
- (f) Headings and bold print are for convenience only and do not affect interpretation;
- (g) A reference to a statute, ordinance, code or other law includes regulations, by-laws, rules and other statutory instruments for the time being in force and consolidations, amendments, re-enactments or replacements of any of them;
- (h) A reference to any agreement or document is a reference to that agreement or document as amended, supplemented or replaced from time to time;
- (i) Where a Party to this Agreement is more than one person, they are jointly and severally liable under the terms of this Agreement;
- (j) If a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (k) References to time are to *Western Standard Time* or *Western Daylight Time*, in Perth, Western Australia;
- (l) Where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (m) References to currency are to Australian currency unless otherwise stated;
- (n) When the day or last day for doing an act is not a Business Day in the place where that act is to be done, then the day or last day for doing the act will be the directly preceding Business Day in the place where that act is to be done;
- (o) Any Schedule, Annexure or document entered into pursuant to this Agreement whether executed at the time of entering into this Agreement or later during the Term of this Agreement, is incorporated into and forms part of this Agreement; and
- (p) No decision, exercise of discretion, judgment or opinion or approval of any matter mentioned in this Agreement or arising from it, will be deemed to have been made by Landgate, unless in writing and at its sole discretion, except where otherwise expressly provided in this Agreement.

Landgate's Obligations

3. Grant of Money

- 3.1** Landgate will pay to the Recipient the SPURonWA Grant Funds as specified in Item 4 of Schedule 1, plus GST if applicable, in accordance with sub-clauses 3.2 and 3.3 below.
- 3.2** The SPURonWA Grant Funds are payable within 30 days of the Commencement Date, subject to Landgate's receipt of a valid Tax Invoice and Accounts Payable - Supplier Creation Amendment Form together with proof of currency for required insurances as specified in Item 5 of Schedule 1.
- 3.3** The SPURonWA Grant Funds will be paid via electronic funds transfer to the Recipient, to the account details supplied in the completed Landgate Accounts Payable - Supplier Creation Amendment Form.

Recipient's Obligations

4. Application of Funds

- 4.1** The Recipient may only use the SPURonWA Grant Funds for the Approved Purposes outlined in Item 4 of Schedule 1.
- 4.2** If the Recipient wishes to use SPURonWA Grant Funds for any other activities than those specified in Schedule 1, the Recipient must seek Landgate approval and obtain written confirmation. Landgate maintains the right to decline such requests.
- 4.3** The Recipient must:
 - (a) Contribute or comply with all monetary and other obligations specified for the Recipient in this Agreement, including but not limited to those specified in Schedule 1;
 - (b) Comply throughout the Project Period with all warranties and representations made in its Application;
 - (c) Always act ethically in connection with this Agreement and the Approved Purposes and in accordance with good corporate governance practices;
 - (d) Act in good faith at all times towards Landgate and provide assistance and co-operation as practicable, on request by Landgate;
 - (e) Not demean, defame or otherwise denigrate Landgate;
 - (f) Comply with all State and Commonwealth laws relevant to this Agreement; and
 - (g) Use its best endeavours to ensure that none of its employees, Consultants or End Users, cause the Recipient to breach this Agreement.

5. Project period and unexpended funds

- 5.1** The Recipient must complete the Project within six calendar months of the Commencement Date of this Agreement.
- 5.2** An additional three calendar months may be added to the original period, at Landgate's absolute discretion, without the need for a Variation agreement. However, the Recipient must seek Landgate's approval and obtain written confirmation by email. No further extension beyond nine calendar months shall be granted.
- 5.3** Any unspent SPURonWA Grant Funds must be returned to Landgate within 30 days of lodging the final report outlined in clause 8. Further details and instructions for the remittance of

unspent funds, including any GST adjustment, are included in the Final Report template which shall be provided to the Recipient at the completion of the Project Period.

6. Representations

- 6.1** The Recipient warrants that all representations, undertakings, promises, projections and warranties given under or in connection with the Project, Application and this Agreement are true and correct.
- 6.2** If representations made by the Recipient prove to be incorrect, incomplete, false, or misleading, Landgate may, at any time and in accordance with sub-clause 6.1 above, require the Recipient to repay all or part of the SPURonWA Grant Funds within 14 days.

7. Conduct of Project

- 7.1** The Applicant must carry out the Project in accordance with this Agreement.
- 7.2** The Recipient is solely responsible for ensuring that any works and Approved Purposes undertaken on the Project are completed to a satisfactory standard and comply with any relevant legislation.

8. Reporting

- 8.1** Within 30 days of the end of the Project Period, the Recipient must submit a Final Report to Landgate (SPUR) and a financial acquittal including invoices and receipts. The Final Report and acquittal must be completed on the template provided to the Recipient by SPUR.
- 8.2** SPUR reserves the right to request from the Recipient a progress report at or around the mid-point of the Project Period.
- 8.3** Recipients may be required to provide further feedback within 24 calendar months of the end of the Project Period to assist SPUR assess the benefits of the SPURonWA Grant.
- 8.4** This clause 8 will survive termination of this Agreement.

9. Record Keeping and Audits

- 9.1** The Recipient must keep all invoices and receipts for expenses paid for with the SPURonWA Grant Funds. Copies shall be required to be submitted to Landgate with the Funds Acquittal.
- 9.2** The Recipient must at any time, if required by Landgate, permit SPUR to conduct a review or audit of the Project including the use of the SPURonWA Grant. SPUR will give the Recipient at least 7 days' notice of its intentions prior to such a review or audit. In that event, the Recipient agrees to fully cooperate with any request for assistance, information and records pursuant to such a review.
- 9.3** If the Recipient breaches Approved Purpose and has used the SPURonWA Grant Funds on activities not approved by SPUR, the Recipient must:
 - (a) repay up to 100% of the total SPURonWA Grant Funds within 14 days, with the amount to be repaid at the discretion of Landgate (through SPUR); and
 - (b) repay Landgate for the cost of the audit.

10. Acknowledgement

- 10.1** The Recipient agrees to acknowledge Landgate and SPUR's support in all publications, media (including social media) and promotional material relating to the Project. Logos will be provided to the Recipient for such use, subject to Clause 12 of this Agreement.
- 10.2** If requested, the Recipient agrees to participate in public promotions of the SPURonWA Grant program and provide testimonials / feedback for use by Landgate / SPUR in their promotional material.

General Conditions

11. Intellectual Property (IP) Rights

- 11.1** Landgate will have no ownership of new or existing material developed or used by the Recipient under this Agreement.
- 11.2** The Recipient must ensure that in carrying out the Project it does not infringe the intellectual property rights of any person or organisation and indemnifies Landgate from any such claim.
- 11.3** To the extent permitted by law, the Recipient will promptly report to Landgate any known infringement of the Intellectual Property Rights referred to in sub-clause 11.2.

12. Trademarks and Logos

- 12.1** The Recipient acknowledges that trademarks and logos owned by Landgate may not be used in any manner, without Landgate's prior written consent.
- 12.2** The Recipient understands and agrees to abide by the conditions found in the "Use of the SPUR Powered by Landgate logo" document.

13. Disclaimer and Warranty

- 13.1** The Recipient acknowledges and agrees that, other than as expressly provided for in this Agreement and to the extent permitted by law:
- (a) No warranty, condition, description or representation is given by Landgate, in relation to any documentation, services and/or software provided in conjunction with this Agreement; and
 - (b) All representations, warranties, terms and conditions whether express or implied by use, statute or otherwise, in relation to the state, quality or fitness for purpose of any documentation, services and/or software provided in conjunction with this Agreement, are excluded.
- 13.2** Notwithstanding the preceding clause, Landgate's liability for any breach of terms implied by legislation which cannot be excluded, will be limited to the extent permitted by law and at the option of Landgate.
- 13.3** Notwithstanding anything else in this Agreement, the Recipient must ensure that Landgate will not be held liable for any loss or damages claimed by third parties arising from or in connection with the Recipient's outputs.

14. Indemnity and Insurance

- 14.1** The Recipient will indemnify and keep Landgate indemnified against any loss, cost or expense which Landgate may sustain or incur as a consequence of all claims, actions, demands, suits arising from the use of this SPURonWA Grant, or from the Project.
- 14.2** The Recipient agrees to keep Landgate indemnified against all costs, expenses and liabilities whatsoever, arising out of or in connection with any claim that carrying out the Project by the Recipient infringes the IP rights of any person or organisation.
- 14.3** The indemnity referred to in this clause survives the expiration or termination of this Agreement.
- 14.4** The Recipient must take out and maintain at its sole expense for the Term Relevant Insurances as defined in Item 5 of Schedule 1.
- 14.5** The Recipient must notify Landgate immediately of any cancellation or non-renewal of the insurance policies referred to in this clause.
- 14.6** Landgate may, in its absolute discretion, subject to the provision of 60 days' notice, reasonably require the Recipient to increase the level of insurance obtained by the Recipient, as referred to in this clause.
- 14.7** The Recipient must purchase a special professional indemnity policy covering a run off period for a minimum of 7 years (continuing) in the event of:
- (a) cessation of the Recipient 's business;
 - (b) termination of this Agreement resulting from the Recipient ceasing to operate, becoming insolvent or a receiver/manager, trustee in bankruptcy, administrator or similar officer being appointed to take charge of all or part of the Recipient 's property; and
 - (c) a petition being presented for the winding up or dissolution of the Recipient, or the Recipient terminating this Agreement.
- 14.8** The Recipient must provide to Landgate:
- (a) a certificate of currency or other policy documentation as deemed reasonably necessary by Landgate, as evidence of the insurance held by the Recipient to meet the requirements of this clause; and
 - (b) a copy of each annual renewal of the Recipient 's certificate of currency, on receipt from their insurer.

15. Term of Agreement

- 15.1** The Term of this Agreement commences on the dates and for the time period defined in Item 1 and 2 of Schedule 1 but may be immediately terminated by either party by giving written notice to the other party in the circumstances listed in clause 16.

16. Termination and Breach

- 16.1** Either party may terminate this Agreement immediately by notice in writing to the other party if the other party:
- (a) breaches any term of this Agreement which cannot be remedied; or
 - (b) breaches any term of this Agreement and fails to remedy the breach within 10 business days of written notice requiring it to do so.

- 16.2** If the Recipient is wound up, dissolved, becomes insolvent or has a liquidator, administrator, receiver, manager or receiver and manager appointed, Landgate may immediately terminate this Agreement, by notice in writing to the Recipient.
- 16.3** If the Recipient is in breach and the Agreement is terminated by Landgate, the Recipient must:
- repay the SPURonWA Grant Funds, either within 10 business days, or as otherwise specified by Landgate; and
 - complete a final report and Funds Acquittal on the Project, in accordance with clause 8, above.
- 16.4** If Landgate is in breach and the Agreement is terminated by the Recipient, the Recipient must submit a final report within 30 business days (including a Funds Acquittal), with any unspent funds to be repaid to Landgate within another 30 business days.

17. Waiver

- 17.1** Failure or neglect by either party to enforce at any time any of the provisions of this Agreement will not be construed as or deemed to be a waiver of that party's rights under this Agreement.

18. Entire Agreement

- 18.1** This Agreement constitutes the entire Agreement between the Recipient and Landgate and supersedes any prior representations, understandings, warranties or agreements that relate to the same subject matter.

19. Governing Law

- 19.1** This Agreement shall be governed by and construed according to the law of Western Australia.

20. Goods and Services Tax (GST)

- 20.1** The Recipient warrants that it has an Australian Business Number (ABN) and is GST compliant.
- 20.2** Landgate warrants that it has an ABN and is registered for GST.
- 20.3** In this Agreement, the terms 'supply', 'registered', 'Tax Invoice' and 'GST' have the same meaning as in the GST Act.

21. Confidentiality

- 21.1** Both parties must not use or disclose (directly or indirectly) the other party's Confidential Information, unless for the purposes of this Agreement and where:
- the other party gives consent; or
 - when required to do so by law.
- 21.2** This clause 21 will survive termination of this Agreement.

22. Privacy

- 22.1** The Recipient agrees to:
- (a) comply with the requirements of Landgate's Privacy Policy, particularly in relation to its handling of personal information, as defined in the same, including the collection, use, disclosure and security of such information; and
 - (b) comply with any other reasonable direction relating to privacy given by Landgate.

- 22.2** Landgate, its board members, officers and employees will not be responsible for any actions, claims, cost, proceedings, suits or demands whatsoever arising out of any breach of applicable privacy legislation by the Recipient.
- 22.3** The Recipient will provide any assistance requested by Landgate in relation to an investigation of an alleged contravention of applicable privacy legislation by the Recipient.
- 22.4** This clause 22 will survive termination of this Agreement.

23. Dispute Resolution

- 23.1** Before resorting to external dispute resolution mechanisms, the parties must attempt to settle by negotiation in good faith, any dispute in relation to this Agreement and where practicable, each Party will refer the matter to personnel who have authority to intervene and direct some form of resolution.
- 23.2** Either Party may give the other Party formal notice in writing of a dispute and if the dispute is not settled within 10 Business Days, it must be submitted to the dispute resolution process described in clauses 23.3 – 23.5 below.
- 23.3** It is agreed by both Parties that the dispute resolution process will first consist of mediation.
- 23.4** In the absence of agreement, the mediation will be conducted by a single mediator. The mediator is to be appointed by the *President of the Law Society of Western Australia* within 10 Business Days of request for appointment by one Party to the other. During the mediation:
- (a) the Parties may not be represented by legal practitioners;
 - (b) the mediator will determine the process for mediation; and
 - (c) the costs of the mediation will be shared equally by the Parties.
- 23.5** If the dispute remains unresolved after 30 days and both Parties have made genuine attempts to resolve the dispute in accordance with the preceding sub-clauses, either Party may then have recourse to the courts.

24. Variation

- 24.1** The Agreement may be varied by the Parties. Any variation on Approved Purposes outlined in Item 4 of Schedule 1 will require approval from Landgate in writing and a Deed of Variation will need to be signed by both Parties.

25. Force Majeure

- 25.1** A Party to this Agreement will not be entitled to exercise its rights and remedies upon the default of the other Party if that default:
- (a) is caused by an act or event beyond the reasonable control of that other Party;
 - (b) continues for greater than one month; and
 - (c) was not reasonably foreseeable at the time this Agreement was entered into.

- 25.2** Both Parties will be released from their respective obligations in the event of national emergency, war, prohibitive governmental legislation or if any other cause beyond the reasonable control of the Parties renders performance of the Agreement impossible.
- 25.3** In the event that the preceding two sub-clauses apply then neither Party will be in breach of its obligations which it cannot fulfil as a result of that event. As soon as a Party believes an occurrence has occurred of the type stated in those sub-clauses, it must notify the other Party.
- 25.4** If the situation specified in sub-clauses 25.1 or 25.2 occurs, the Recipient must comply as though the Agreement is being terminated under clause 16.3 above.

26. Conflict of Interest

- 26.1** The Recipient must disclose to Landgate, any information that is or might be relevant to determining whether an actual, potential or perceived conflict of interest exists or might exist in relation to this Agreement or the performance of this Agreement by the Recipient.
- 26.2** Landgate may, in its discretion, terminate the Agreement if it considers that the Recipient has, or could reasonably be considered to have, an actual, potential or perceived conflict of interest in relation to the performance of the Agreement by the Recipient.

27. No Bribe, Inducement or Offer of Employment

- 27.1** The Recipient must not, without the prior written consent of Landgate, directly or indirectly approach or communicate with any officer or employee of Landgate having any connection or involvement with the Agreement, for:
- (a) an offer of employment; or
 - (b) availability of employment,
- with the Recipient or any related entity.
- 27.2** The Recipient must not directly or indirectly offer a bribe, gift or inducement to any officer or employee of Landgate in connection with the Agreement.

28. Assignment and Sub-Contracting

- 28.1** The Recipient may not assign, transfer or sub-contract its rights under this Agreement unless it has first obtained the written consent of Landgate, whose consent may be withheld with absolute discretion.
- 28.2** If the Recipient is a corporation [other than a public company as defined in the *Corporations Act 2001 (Cth)*] the Recipient is deemed to have assigned the Agreement if:
- (a) anything occurs, the effect of which is to transfer, directly or indirectly, the management or control of the Recipient to another person; or
 - (b) there is any change in control of the Recipient within the meaning of the *Corporations Act 2001 (Cwth)*.
- 28.3** Any assignee or similar must comply with the representation made by the Recipient in its application, prior to Landgate approving any assignment, transfer, sub-contract or similar.
- 28.4** In addition to sub-clause 28.1, the Recipient must not sub-contract its rights under this Agreement in whole or in part, unless:
- (a) The relevant terms and conditions of this Agreement also apply to any sub-contractor (*except* for the payment amounts prescribed in the Schedule);
 - (b) The Recipient ensures that Landgate will be permitted to inspect any sub-contractor's contracts, accounts and records which arise from or relate to this Agreement;
 - (c) The Recipient remains entirely responsible for the acts or omissions of any sub-contractor under or in connection with this Agreement;

- (d) The Recipient indemnifies Landgate fully for any loss it suffers or against any third party liability it incurs, that is caused or contributed to by an act or omission of a sub-contractor;
 - (e) The Recipient informs all sub-contractors (or similar), that the contractual relationship between the Recipient and Landgate does not impose any express or implied legal obligation of any nature whatsoever, in contract or by any other means, on the part of Landgate to the sub-contractor; and
 - (f) The business details of any sub-contractor are advised to Landgate in writing and updated in the same manner whenever the details change.
- 28.5** Landgate may withdraw its consent to any or all of the Recipient's sub-contractors at any time by Notice and the Recipient must terminate the sub-contractors concerned within 7 days of the date of such Notice.
- 28.6** If Landgate withdraws its consent to any sub-contractor in accordance with the preceding clause, Landgate may also (acting in its absolute discretion):
- (a) terminate this Agreement in accordance with clause 16 above; and
 - (b) terminate any other contracts it has with the Recipient.
- 28.7** Neither Landgate, nor the WA Government, will be subject to any claim for damages or any other loss, for any contracts terminated under this clause.

Landgate's Execution:

Signed for and on behalf of *the Western
Australian Land Information Authority*
in accordance with authorisation under
section 88 of the *Land Information
Authority Act 2006*, in the presence of:

Name

Date: / /

Signature of Witness

Name of Witness (print)

Date: / /

Recipient's 's Execution:

Executed by(ABN.....) in accordance with section
127 of the *Corporations Act 2001*:

Signature of Director

Signature of Director / Company Secretary

Name of Director (print)

Name (print)

Date: / /

Date: / /

Executed by(ABN.....) in accordance with section
127 of the *Corporations Act 2001*:

Signature of Sole Director/Sole Secretary

Name of Sole Director/Sole Secretary (print)

Date: / /

Schedule 1

Item	Item Title	Condition	
1.	Commencement Date	Date of signing of this contract by all parties to this contract /or commencement date as defined in the project plan (original submission)	
2.	Expected Completion Date	As per project plan (original submission)	
3.	SPUR Contacts	<p>Project Support Tim Lyons Commercialisation Consultant E: timothy.lyons@landgate.wa.gov.au</p> <p>Contract matters Frankie Becu-Reynolds Grants Coordinator E: francoise.becu-reynolds@landgate.wa.gov.au</p>	
4.	SPURonWA Grant Funds & Approved Purpose	Approved Purpose	SPURonWA Grant Funds
5.	Insurances	<p>The following insurances are required under this contract to release funds.</p> <ul style="list-style-type: none"> (a) all statutory workers' compensation insurance required by law; (b) a valid and enforceable product and public liability insurance policy with an insurer approved by the Australian Prudential Regulation Authority ("APRA"), for a sum insured of at least \$10,000,000 for each claim; and (c) a valid and enforceable professional indemnity insurance policy with an insurer approved by Landgate, covering the Recipient's liability arising out of any act, neglect, error or omission made or done by or on behalf of the Recipient, including its employees, agents and sub-contractors, in connection with this Agreement for a sum insured of at least \$5,000,000 per occurrence. <p>The Recipient is to provide a copy of the insurance certificate(s) to demonstrate currency for each of the listed insurances above. If not required, please provide written professional advice as to why.</p>	