

ECA GRANT GUIDELINES

The ECA Grants Program funds high quality and innovative projects that deliver tangible benefits for consumers.

Energy Consumers Australia (ECA) is directed by article 4.1 of its [Constitution](#) to promote the long term interests of energy consumers in terms of the price, quality, safety, reliability and security of supply of energy services by providing and enabling consumer advocacy on National Energy Market matters which is:

- strong;
- coordinated;
- collegiate; and
- evidence-based.

The Constitution emphasises that the National Energy Market matters should be of strategic importance or material consequence for energy consumers, in particular for residential and small business energy consumers.

AIM

To build knowledge and energy sector capacity supporting policy development and consumer education in the National Energy Market.

GRANT PROGRAM STRUCTURE

ECA manages three grant programs

- **Advocacy:** to support advocacy on issues of material importance to residential and small business consumers, and to build sectoral capacity.
- **Research:** to inform and support advocacy by providing a robust, topical and well-informed evidence base, and to build knowledge among advocates, decision-makers and industry on the long term interests of consumers.
- **CEO Grants** for grants of up to \$10,000 to enable
 - consumer engagement and advocacy in government, regulatory, or industry decision-making processes
 - advocates to research relevant international programs, policies or initiatives that advance the long-term interests of consumers

The following provides an overview of each – for more information visit the ECA website.

ADVOCACY GRANTS

Advocacy funding is used to primarily support advocacy on issues of material importance to residential and small business consumers, and to build sectoral capacity.

The definition of advocacy for the purposes of the Grants Program is the following:

Energy advocacy is an activity designed to influence or create change that improves outcomes in the long term interests of electricity and gas consumers.

Consumers are engaged in processes that can take significant time and planning. In future, to build the capacity to pursue longer term, strategic and substantive advocacy projects, organisations will be able to apply for grants on a funding horizon they choose. Where projects are longer than one year, gateway reviews will be needed at appropriate stages to ensure that the project is ready to proceed to the next stage of implementation.

RESEARCH GRANTS

ECA Research Grants will inform and support advocacy by:

- providing a robust, topical and well informed evidence base
- building knowledge among advocates, decision makers and industry.

Community education projects which address structural and systemic knowledge gaps are usually best suited to ECA research grants.

It should be noted that ECA will not prioritise funding for public education and awareness campaigns which are the responsibility of regulators and government. Projects targeting the education or information needs of individual consumers are likewise not seen as a priority of the Grants Program.

Consumers are engaged in processes that can take significant time and planning. In future, to build the capacity to pursue longer term, strategic and substantive research projects, organisations will be able to apply for grants on a funding horizon they choose. Where projects are longer than one year, gateway reviews will be needed at appropriate stages to ensure that the project is ready to proceed to the next stage of implementation.

CEO GRANTS PROGRAM (FOR SMALL GRANTS VALUED UP TO \$10,000)

ECA is trialling a small grants program to complement the quarterly advocacy and research grants made by ECA. The CEO Grants Program may be used to accommodate advocacy and research involving time-constrained regulatory or policy decisions.

The CEO Grants Program provides funding - capped at \$10,000 (ex GST) - to applicants

for the purposes of consumer engagement or international scholarship.

CEO Consumer Engagement Grants

The CEO Grants Program will support advocates' engagement in government, regulatory and or industry decision making processes, recognising the need for consumers to respond within short time-frames.

Examples of activities that could be funded include:

- engaging a consultant to provide technical or specialist expertise for a submission;
- undertaking research to inform advocacy; and
- funding for reasonable travel costs (flights, accommodation, transfers) to engage in government, regulatory and industry forums relating to that process, and where video conferencing is not provided.

CEO International Scholarships Grants

The International Scholarships Program enables consumer advocates to research relevant international programs, policies or initiatives that will advance the long-term interests of Australian energy consumers.

ECA will work with scholarship recipients to help them identify appropriate opportunities to communicate the findings of their research, and to help identify relevant international contacts.

Examples of activities that could be funded include:

- visits to one or more countries to learn from energy consumer activities and experiences
- meetings with key stakeholders in selected countries
- research on issues of relevance to Australian energy consumers
- written report documenting the learnings from the research and/or overseas stakeholder meetings, and their potential relevance for Australia
- in Australia, meetings with consumer groups, energy companies, government officials to promulgate research findings and recommendations.

CEO Grant recipients would be expected to disseminate their research findings widely in Australia to advocates and decision makers.

ECA GRANT PROGRAM ELIGIBILITY AND SELECTION CRITERIA

To be eligible for Advocacy, Research and CEO (Consumer Engagement) Grants must undertake advocacy, research or participate in engagement that:

- builds knowledge and/or sectoral capacity supporting policy development and consumer education in the National Energy Market
- advances the long term interests of consumers, particularly residential and small business consumers
- has relevance to National energy market advocacy and research
- complies with the ECA Grants Program Selection Criteria.

There are different eligibility criteria for the international scholarship program. Applications are open to any individual or organisation with some or all of the following attributes/experience:

- is working in a consumer or related organisation at present (or with recent experience), preferably one which has worked on national energy market issues
- is relatively experienced and/or senior in the relevant sector
- has good knowledge of the key issues facing Australian energy consumers
- has good networking skills
- has good writing skills – ECA will want a comprehensive report of their experiences
- has the ability to prepare and deliver presentations – for their meetings overseas and on their return to Australia
- complies with the ECA Grants Program Selection Criteria.

The eligibility and selection criteria are included in the Attachment.

HOW TO APPLY

Application Process for an Advocacy and Research Grant

Applicants should first read the guidance provided through these Guidelines.

All grant applications must be made on the ECA Application Form, available to be downloaded from the website.

The ECA [Grants Archive](#) outlines applications previously received including projects considered by the Consumer Advocacy Panel, and provides reports and outputs from those projects that were funded. You can also contact ECA directly if you have any

questions about your application. For further information or to submit the form, contact ECA at grants@energyconsumersaustralia.com.au.

Application Process for a CEO Grant

In no more than 4 pages, please provide the following information:

1. Applicant details, including the organisation details, and a CV demonstrating how you meet the eligibility criteria and outlining relevant experience
2. What it is you plan to do (how/when)
3. How your proposal benefits consumers
4. Budget (including details of any other funding available for your proposal)

Contact ECA at grants@energyconsumersaustralia.com.au for further information about the Program and to discuss submitting an application.

Applicants should expect to be interviewed by the CEO (or delegate).

GRANT APPROVAL PROCESS

The ECA Board considers Advocacy and Research grant applications on a quarterly basis, ensuring the program is responsive enough to support new projects when they are required.

Application due dates for 2015/16 and 2016/17 are:

Application due date	Decision date
29 April 2016	19 May 2016
9 July 2016	18 August 2016
14 October 2016	1 December 2016
13 January 2017	February 2017
14 April 2017	May 2017

CEO grants can be submitted at any time and are approved by the ECA CEO, and turnaround time is typically a week.

GRANTS MANAGEMENT

ECA is committed to a transparent, accountable and robust grants management framework.

ECA's operations, including its grants program, are funded by National Energy Market¹ consumers through a small market levy. The Program is therefore focused on being strictly accountable for the allocation of grant funds and on achieving the best possible outcomes for the gas and electricity consumers who support it.

To guarantee transparency and integrity, its Grants Program is developed on the Australian National Audit Office's key principles of best practice grants administration². ECA will therefore:

- help identify opportunities for greater collaboration and partnerships where there are potential synergies in advocacy or research projects;
- introduce the application and reporting processes proposed in the Issues Paper;
- share the results of its advocacy and research funding across its digital channels, including organising a 2-3 minute 'end of project' podcast or video outlining key findings or lessons learned to disseminate the project recommendations and learnings; and
- seek a co-contribution from the applicant, in line with the organisation's capacity to pay.

An **Evaluation Framework** will be developed with stakeholders later in 2016 for assessing the tangible benefits of advocacy and research projects to consumers.

¹ The National Energy Market means the National Electricity and National Gas Markets established under national energy law.

² *Implementing Better Practice Grants Administration, Better Practice Guide*, ANAO December 2013

Attachment

Eligibility Criteria

Eligibility criteria	How ECA will assess eligibility
1. Build knowledge and/or sectoral capacity supporting policy development and consumer education in the National Energy Market	<p><u>ALL APPLICATIONS MUST MEET THIS CRITERION TO BE ELIGIBLE FOR FUNDING</u></p> <ul style="list-style-type: none">• Project proposal demonstrates some of following<ul style="list-style-type: none">○ how proposed change to policy, regulation or practices will benefit consumers○ how project will build the capacity of consumers and/or consumer advocates○ how the project may empower consumers○ how project will influence decision makers○ (RES) how the project will inform/support advocacy• Will the project produce or contribute to the robust evidence to support advocacy?<ul style="list-style-type: none">○ alignment with ECA value to promote strong and evidence-based advocacy• Benefits to consumers<ul style="list-style-type: none">○ Size of consumer class○ Potential to improve situation of those consumers

Selection Criteria

Set out below are the selection criteria against which all applications for ECA grants will be assessed. For a project proposal to be considered for a grant, it must meet most of the criteria. The criteria are not ranked – so for example, compliance with criterion 9 is as important as compliance with criterion 1.

Selection Criteria	How ECA will assess projects against the selection criteria (ADV refers to advocacy and RES to research projects)
1. Align with ECA strategic priorities and functions 2. For other priorities, including jurisdiction priorities, outline why A) the work is a priority and B) its material impact on consumers	<ul style="list-style-type: none"> • Clarity of objectives of planned project • Match with ECA strategic priority <ul style="list-style-type: none"> ◦ alignment with ECA value to promote strong and evidence-based advocacy • If not, rationale made by applicant that the work is a priority - has the applicant adequately explained the extent of the problem and/or consumer detriment? Has the applicant provided information on the material impact of the project on the targeted consumers?
3. Build capacity for future advocacy <ul style="list-style-type: none"> a. Demonstrating value to the organisation b. Demonstrating value to the sector 	<ul style="list-style-type: none"> • Capacity of organisation to deliver project outcome(s) <ul style="list-style-type: none"> ◦ Organisation's expertise (or potential to acquire) ◦ Organisation network – capacity to build new and/or leverage existing partnerships/coalitions with advocates/decision-makers • Project methodology and proposed outputs will deliver/contribute to achievement of outcomes • Mechanisms to share project findings/learnings with ECA and other advocates <ul style="list-style-type: none"> ◦ alignment with ECA value to promote coordinated and collegiate advocacy
4. Be relevant to a national energy market	<ul style="list-style-type: none"> • (ADV) Correct identification of potential influencers and decision-makers, as well as the forums/opportunities to advocate for change <ul style="list-style-type: none"> ◦ alignment with ECA value to promote strong and evidence-based advocacy • (RES) Correct identification of potential influencers and decision-makers, as well as the forums/opportunities to disseminate project findings <ul style="list-style-type: none"> ◦ Or partnerships with advocates to facilitate dissemination of project findings
5. Offer value for money: the benefits should outweigh the costs, and costs should be prudent and minimised	<ul style="list-style-type: none"> • Budget demonstrates consideration of most effective and efficient way to achieve outcome • Methodology and budget appropriately aligned

6. Offer partnership opportunities where possible with ECA and/or other organisations	<ul style="list-style-type: none"> • Extent to which applicant plans to build new and/or leverage existing partnerships/coalitions with advocates/decision-makers <ul style="list-style-type: none"> ◦ alignment with ECA value to promote coordinated and collegiate advocacy
7. Provide a co-contribution, and a rationale for the provision of ECA funding (ECA will consider the organisation's or its members' ability to meet the project costs)	<ul style="list-style-type: none"> • Impact of the project outcome compared to the project cost • Assessment of organisation's resources able to be committed to the project
8. Provide a viable project plan, outlining the intended outcomes and success indicators	<ul style="list-style-type: none"> • Soundness of organisation/project governance, management and organisational structures • Calibre and experience of key staff members • Quality of consultants • Applicant's track record

GRANT APPLICATION FORM

- Before completing the form, you must read the ECA Grant Guidelines on the ECA website: www.energyconsumersaustralia.com.au
- All fields must be completed, except where indicated.

Section A: Project overview

1. Name of applicant	
2. What kind of grant is sought?	<i>For information on how ECA classifies advocacy and research, refer to the Factsheet.</i> <input type="checkbox"/> Advocacy <input type="checkbox"/> Research
3. Project title	<i>Please provide a short but descriptive title of the project</i>
4. Project outcome	<i>Provide a brief (2-3 sentences) description that clearly describes the project's intended outcomes. Much greater detail of intended outcomes will be required at SECTION B</i>
5. Funding sought from ECA (excluding GST)	
6. Start date	Completion date

Section B: Describing the project's benefits for consumers

ECA defines energy advocacy as an activity designed to influence or create change that improves outcomes in the long term interests of electricity and gas consumers.

In considering your grant application, the ECA Board will first consider your stated outcomes and how they align with the Grants Program's 9 Selection Criteria. If your application does not comply with Selection Criterion 1, it will be assessed as ineligible for a grant.

7. What is the consumer problem/issue this project will address?	<i>Describe what problem or issue your project will address, and the existing or potential detriment to consumers.</i>		
8. What outcome/s are you seeking to achieve?	<i>State how your project will build knowledge and / or sectoral capacity supporting policy development and consumer education in the National Energy Market. Will the outcomes result in short, medium or long term changes?</i>		
9. When and how will you know you have been successful?	<i>When is the outcome likely to be achieved? What are your key success indicators?</i>		
10. What outputs will you use to achieve the outcome/s?	<i>State the tangible items or actions you will use to bring about the outcome/s you are seeking. Examples include reports, submissions, presentations to regulators, seminars, media releases.</i>	<i>Organisation and process to which advocacy will be directed</i>	<i>Completion date for each output</i>
	1.	1.	1.

<p>11. Which consumers will benefit most?</p> <p>Tick a <u>maximum of TWO categories</u> in each column</p>	<p>Class of consumers</p> <p><input type="checkbox"/> Large business</p> <p><input type="checkbox"/> Small business</p> <p><input type="checkbox"/> Household</p> <p><input type="checkbox"/> Low-income</p> <p><input type="checkbox"/> Consumers using over 4GWh or 100Tj p.a.</p> <p><input type="checkbox"/> Disadvantaged (specify type of disadvantage)</p>	<p>Location of affected users</p> <p><input type="checkbox"/> Urban</p> <p><input type="checkbox"/> Regional centre</p> <p><input type="checkbox"/> Rural</p>	<p>Jurisdiction</p> <p><input type="checkbox"/> National Energy Market</p> <p><input type="checkbox"/> ACT</p> <p><input type="checkbox"/> NSW</p> <p><input type="checkbox"/> Queensland</p> <p><input type="checkbox"/> South Australia</p> <p><input type="checkbox"/> Tasmania</p> <p><input type="checkbox"/> Victoria</p> <p><input type="checkbox"/> Western Australia</p>
	<p>12. If you did not tick National Energy Market under “Jurisdiction” please describe the benefits of your project to the continued development of the National Energy Market.</p>		
	<p>13. If there is no such benefit to flow from your project to the NEM, why do you think your project is a priority and what will its material impact on consumers be?</p> <p><input type="checkbox"/> Not applicable; <i>OR outline your answer below.</i></p>		

Section C: Eligibility for funding

14. Eligibility Criteria	<p><i>For a grant application to be considered for funding under the ECA Grants Program applicants must be an individual, organisation or academic institution wishing to undertake advocacy or research to build knowledge and/or sectoral capacity supporting policy development and consumer education in the National Energy Market. How will your project do that?</i></p>
15. What will the benefits of your project be to household and / or small business consumers?	
16. Which of the ECA Grants Program's Selection Criteria does your application meet? Your application should meet most of the Criteria to be eligible for funding. Briefly outline how your project meets each criteria.	
1. Align with ECA strategic priorities¹ and functions	
2. If the project priorities do not meet those of ECA, including jurisdictional priorities, outline (A) why the work is a priority and (B) its material impact on consumers	
3. Build capacity for future advocacy by: <ul style="list-style-type: none"> • demonstrating project value to the organisation • demonstrating project value to the sector 	

¹ See www.energyconsumersaustralia.com.au for ECA's current priorities, and an outline of its constitutional functions

<p>4. Be relevant to the National Energy Market</p>	
<p>5. Offer value for money: benefits of the project should outweigh its cost, and cost should be prudent and minimised</p>	
<p>6. Offer partnership opportunities where possible with ECA and/or other organisations</p>	
<p>7. Provide a co-contribution to the project, and a rationale for the provision of ECA funding (ECA will consider the organisation's or its member's ability to meet the project costs). In-kind contributions will be given consideration</p>	
<p>8. Provide a viable project plan, outlining the intended outcomes and success indicators</p>	

Section D: Detailed information about the project

<p>17. Project Plan</p> <p><i>Describe how you intend to undertake the project. Examples of methodologies include:</i></p> <ul style="list-style-type: none"> • Running focus groups • Quantitative research • Surveys • Desktop literature reviews • Engaging external expertise 	
<p>18. Information about funding of previous similar projects</p>	<p><i>If ECA or the Consumer Advocacy Panel has previously funded your organisation to undertake a similar research or advocacy project, please outline how this current proposal differs from previously funded projects</i></p>
<p>19. Advocacy and communications strategy</p>	<p>Will there be a published report?</p> <p><input type="checkbox"/> No > Go to Section 4</p> <p><input type="checkbox"/> Yes > Add further information as per below</p> <p>If yes, outline your communications strategy for the report and how you will measure the quality and success of that strategy.</p>
<p>20. Procurement of external resources</p>	<p><i>Please provide a copy of your organisation's procurement policy, and how it manages any existing or potential conflicts of interest arising from a tender or procurement process.</i></p>

Section E: Budget

21. Main cost components	Amount (excluding GST)	Funding source (ECA OR applicant OR other)
Please amend as necessary to ensure you outline the full budget and all costs of the project, and make ECA's contributions clear.		
Personnel costs		
Staff – Salaries for project officer (Provide full details below)		
Cost components (including super and associated payroll costs)	Daily rate	
•	\$	\$
External consultants (Provide full details below)		
Cost components	Daily rate	
•	\$	\$
Travel – Itemise airfares, accommodation, meals, other expenses (Provide full details below)		
Cost components	Itemised costs	
•		\$
Operational costs		
Printing and publication – Including postage or distribution costs of any reports (Provide full details below)		
Cost components	Itemised costs	
•		\$
Participant support costs – e.g. costs for peer review or consumer consultation in focus groups (Provide full details below)		
Cost components	Itemised costs	
•		\$
Meeting costs – e.g. costs associated with the consultation or launch of the report (Provide full details below)		
Cost components	Itemised costs	
•		\$
Other direct costs – specify the item and amount (Provide full details below)		
Cost components	Itemised costs	
•		\$

21. Main cost components

Please amend as necessary to ensure you outline the full budget and all costs of the project, and make ECA's contributions clear.

Amount
(excluding GST)

**Funding
source**
(ECA OR applicant
OR other)

Organisational costs

Office costs incurred because of this project — Please note the ECA will not pay for past work, or work funded from other sources

Cost components

Itemised costs

•

\$

TOTAL

\$

TOTAL SOUGHT FROM ECA

\$

Co-contribution and other funding

**22. Percentage of
ECA funding
to the
project's total
cost**

ECA expects applicants to make a co-contribution to the project, in line with the organisation's / members' resources.

Funding from ECA as a percentage of total costs is %

**23. Will the
project
generate any
income?**

Examples include proceeds from sales of your report, charges for participants to attend a forum.

**24. Is funding
being sought
from sources
other than
ECA?**

If yes, outline the amount and whether it will be tied to particular costs.

Section F: Project milestones and funding tranches

25. Milestone	Date due	Amount
What are the key project stages at which funding should be released?		
Tranche 1		
Tranche 2		
Tranche 3		
Tranche 4	10% on project completion and receipt of acquittal report	

More tranches can be adjusted as necessary, by inserting or deleting rows in the above table.

For projects extending beyond 12 months, it would be expected that the project plan would incorporate gateway reviews at appropriate stages of the project, to report on progress to date, and review the strategy going forward.

Section G: Information about the applicant

26. Please attach the most recent Annual Report or audited financial statements			
27. Primary purpose/mission of organisation			
28. CONTACT DETAILS			
Contact person (and hours available, if applicable)			
Telephone number		Email	
Australian Business Number (ABN)			
Project manager (if different from contact)	<i>Please attach a CV for the project manager, outlining relevant skills.</i>		
Postal address			
Suburb		State	Postcode
Street address (if different from above)			
Bank account details	BSB	Acct no.	Acct name
Signature of officer empowered to sign on organisation's behalf	Name of signatory for applicant		Signature
	Position		Date

Send the completed application form and related attachments by email to:
grants@energyconsumersaustralia.com.au

Any hard copy attachments can be sent by the due date for application to:

Energy Consumers Australia Ltd
Level 14, 1 Castlereagh St
Sydney NSW 2000

Contact ECA's Associate Director, Research if you wish to discuss your application, by email at grants@energyconsumersaustralia.com.au or by phone on 02 9220 5500.

CHECKLIST FOR ECA GRANTS APPLICANTS

Things to check	Y/N
Did you read the ECA Grants Program Guidelines before commencing your application?	
Having read the Guidelines, are you satisfied that your Application meets <ul style="list-style-type: none"> the Eligibility Criteria? most of the Grants Program's 8 Selection Criteria? 	
Did you read the ECA Grants Program Advice for Grants Applicants (Factsheet) to ensure you understood what information was required in the Application Form?	
Have you addressed every Application Form question?	
In Section B, have you adequately addressed Question 7? A positive response to this question is crucial	
Have you provided a brief response against all the ECA Grants Program Selection Criteria at Section D Question 16 of the Application Form?	
If yours is an application from an organisation, have you included copies of your organisation's most recent Annual Report / audited accounts?	
Have you attached the Project Manager's current CV?	
Has your application been signed by a person authorised to do so?	

AGREEMENT TO FUND CONSUMER ADVOCACY/RESEARCH PROJECTS

Application No XXX

RECIPIENT

Recipient Name	
Address	
Phone number	
Email Address	
ABN (if applicable)	
Date of application	
Description of project	
Date of approval of the application	
Approved amount (exclusive of GST, if applicable)	
Special conditions (if any)	Funding will be distributed in the following tranches

This AGREEMENT is made on the date of execution below between the **RECIPIENT** and **ENERGY CONSUMERS AUSTRALIA LIMITED** (ABN 96 603 931 326) (**ECA**) of Level 14, 1 Castlereagh Street, Sydney.

RECITALS

ECA is a national energy consumer advocacy body.

ECA's constitutional object is to promote the long term interests of consumers of energy with respect to the price, quality, safety, reliability, and security of supply of energy services by providing and enabling strong, coordinated, collegiate evidence based consumer advocacy on national energy market matters of strategic importance or material consequence for energy consumers, in particular for residential and small business customer. ECA works closely with energy consumers and consumer advocates to build knowledge, engage and influence policy development and educate consumers on national energy market issues.

One of ECA's key functions is to make grants to fund consumer advocacy projects and research projects for the benefit of consumers of electricity or natural gas (or both).

The Recipient submitted an application to ECA for advocacy and/or research funding on the Date of Application, a copy of which is annexed to this Agreement and marked "A".

ECA approved the Application on the Date of Approval of the Application to fund the Approved Amount.

ECA proposes to enter into an Agreement with the Recipient to provide the Project Funds to the Recipient.

The Recipient has agreed to accept the Project Funds in accordance with the terms and conditions of this Agreement.

OPERATIVE PROVISIONS

1 Definitions and interpretation

1.1 In this Agreement, terms defined in the table on the first page have the meaning given to them in the table, and except where the context otherwise requires:

"Agreement" means this Agreement including any annexures and Schedules attached to it.

"Application" means the application annexed to this Agreement and marked "A," forming part of the Agreement.

"Business Consumer" means a consumer that is not a Domestic Consumer.

"Domestic Consumer" means a domestic consumer as determined by ECA or in any guidelines issued by ECA from time to time.

“Energy Council” means the Council of Australian Governments’ Energy Council.

“Guidelines for grant allocation” means guidelines for grant allocation published on the ECA’s website.

“Intellectual Property Rights” means all intellectual property rights throughout the world including:

- (a) rights in relation to any copyright (including under the *Copyright Act 1968* (Cth)), patents, inventions, designs, trademarks, domain names, trade secrets, know-how, and all other intellectual property as defined in Article 2 of the convention establishing the World Intellectual Property Organisation 1967 (whether registered or unregistered);
- (b) any application or right to apply for registration of any of those rights; and
- (c) Moral Rights.

“Moral Rights” includes the following rights of an author of copyright material:

- (a) the right of attribution of authorship;
- (b) the right of integrity of authorship; and
- (c) the right not to have authorship falsely attributed;

“Party” means a party to this Agreement.

“Project” means the project specified in the Description of the Project and the Application.

“Project Funds” means the Approved Amount in respect of the Project.

“Project Materials” means any materials developed or delivered as part of the Project (including the material listed in the "Outputs and outcomes of the project" section of the Application) by or on behalf of the Recipient.

1.2 In this Agreement, except where the context otherwise requires:

1.2.1 A singular word includes a plural, and vice versa.

1.2.2 A word which suggests one gender includes the other gender.

- 1.2.3 If a word is defined, another part of speech has a corresponding meaning.
- 1.2.4 Any person or company means and includes the legal personal representative, successor in title, and permitted assigns of such person or company as the circumstances may require (including persons taking by novation).
- 1.2.5 Words and expressions importing natural persons include partnerships, bodies corporate, associations and governmental and local authorities and agents.
- 1.2.6 A reference to legislation (including subordinate legislation) is to legislation in force from time to time.
- 1.2.7 A Party to this agreement includes a permitted assignee or permitted substitute of that Party (including persons taking by novation).
- 1.2.8 Headings are for convenience only and do not affect interpretation.
- 1.2.9 Monetary references are references to Australian currency.
- 1.2.10 If the Recipient is comprised of more than one person, each of the Recipient's obligations will bind those persons jointly and severally and will be enforceable against the Recipient jointly and severally.
- 1.3 To the extent of any inconsistency between the Application and the other parts of this Agreement, the other parts of this Agreement prevail.
- 1.4 For the purposes of this Agreement, ECA may issue a notice, direction or other communication in accordance with a procedure determined by ECA.

2 Funds provided

- 2.1 ECA will, subject to all the terms and conditions of this Agreement, including any Special Conditions, provide to the Recipient the Approved Amount in accordance with this clause 2.
- 2.2 The Recipient will invoice (in the form of tax invoice if GST is applicable) ECA for the Approved Amount in accordance with the payment schedule approved by ECA (unless otherwise specified in the Special Conditions). The invoice must contain the Recipient's bank account details for payment.
- 2.3 ECA will pay the Recipient the amount due under an invoice within 30 days after the date of receipt of a correctly rendered invoice or such earlier time as ECA determines in its sole discretion.

- 2.4 ECA may, by notice to the Recipient, hold back payments to the Recipient if the Recipient refuses, neglects or fails to perform its obligations under this Agreement, until such obligations are completed in accordance with this Agreement.

3 Obligations on Recipient

- 3.1 The Recipient will commence the Project within 10 days of the date of this Agreement.
- 3.2 The Recipient will use the funds provided by ECA only for the purposes of the Project and in accordance with this Agreement.
- 3.3 The Recipient will, except to the extent this obligation is reduced or waived by ECA, fund the Project so that:
- 3.3.1 if the Project relates to Business Consumers, the Approved Amount is no more than 80% of the cost of the Project; or
 - 3.3.2 if the Project relates to Domestic Consumers, the Approved Amount is no more than 90% of the cost of the Project.
- 3.4 The Recipient will carry out the Project in accordance with the project plan, objectives and timetable set out in the Application (where applicable). Where the Recipient becomes aware that it will not be able to complete the Project in accordance with these requirements, it will immediately notify ECA and comply with the ECA's reasonable directions in relation to any changes to the project plan, objectives or timetable.
- 3.5 The Recipient may only engage a contractor or consultant to carry out the entire Project with ECA's prior written consent, and subject to all Intellectual Rights in material developed or delivered as part of the Project vesting in the Recipient. Where ECA provides its consent, the Recipient will if requested by ECA provide copies of the contractor or consultant's contract and invoices with the Recipient's invoice for payment of the Approved Amount.
- 3.6 Where the Recipient intends to engage a contractor or consultant to carry out all or part of the Project, the Recipient must comply with any relevant process and reporting procedures specified in the Guidelines for grant allocation.
- 3.7 The Recipient will maintain, and make available to ECA on request, appropriate records, accounts and reports concerning the expenditure of the Approved Amount.
- 3.8 The Recipient will, upon 7 days' notice during normal business hours or as otherwise agreed:

3.8.1 permit and provide to ECA; or

3.8.2 arrange for an independent third party,

supervised access to the Recipient's premises, books, records, documents, computer systems, equipment and other property relevant to the performance of this Agreement to verify compliance by the Recipient with its obligations under this Agreement and its likely capacity to continue to comply with its obligations in the future.

3.9 The Recipient will provide ECA:

3.9.1 as soon as is reasonably practicable after receiving a written request from ECA during the course of the Project; and

3.9.2 in any event, within 2 months after the completion of the Project, with a written report that sets out:

3.9.3 a comprehensive description of the objectives of the Project;

3.9.4 the issues that have been considered for the purposes of the Project;

3.9.5 the outcomes that have been achieved in connection with the Project;

3.9.6 the costs and expenses associated with the Project, including a detailed breakdown of these costs and expenses against the requirement in clause 3.3; and

3.9.7 the Recipient's assessment of the effectiveness of the Project in accordance with any guidelines specified by ECA.

3.10 The Recipient will provide a copy of the Project Material to ECA on or prior to publication (including communicating to the public in any media) of any Project Materials. If the Project Material is not substantially in accordance with the Application, ECA, acting reasonably, may direct the Recipient to withdraw or amend the Project Material.

3.11 The Recipient must provide to ECA written assurance of the Recipient's performance of the Agreement's special conditions, relevant to the payment of an instalment of the Approved Amount together with an invoice for the instalment. Before final payment, an electronic copy of the written output of the Project including any Project Materials produced by or on behalf of the Recipient must be submitted to ECA.

3.12 The Recipient retains ownership of Intellectual Property Rights in the Project Materials.

- 3.13 The Recipient grants to ECA a perpetual, irrevocable, worldwide, royalty-free and licence fee free, non-exclusive licence (including the right of sub licence) to use, reproduce, modify, adapt, publish, edit, transmit, display, distribute or sublicense the Project Materials solely for purposes associated with ECA's objects (as described in the Recitals). In particular, ECA may publish any Project Materials resulting from the Project on its website.
- 3.14 ECA, in its sole discretion, will deem any funds unclaimed by the Recipient under this Agreement three months after the completion date specified in the Application as unspent. ECA will return any such funds to ECA's uncommitted funds unless ECA has approved by notice an extension for the Project.
- 3.15 The Recipient must use its best endeavours to ensure that any author of material comprised in the Project Materials resulting from the Project has provided his or her voluntary and unconditional consent to all or any acts or omissions by the Recipient and its assignees, licensees or successors in title, including ECA, which would otherwise infringe any Moral Rights the author may have in the Project Materials.
- 3.16 ECA, in its sole discretion, will deem any funds unclaimed by the Recipient under this Agreement three months after the completion date specified in the Application as unspent. ECA will return any such funds to ECA's uncommitted funds unless ECA has approved by notice an extension for the Project.
- 3.17 The Recipient will advise ECA of the results of the advocacy covered by the Project within a reasonable period, and in any event, no more than thirty days of becoming aware of those results.
- 3.18 Where ECA decides to seek an independent evaluation of the Project, the Recipient will participate in the evaluation (at its own costs) as reasonably required by ECA, including responding to any issues raised by ECA arising from the evaluation.

4 Warranty, indemnity and other terms

4.1 The Recipient represents and warrants to ECA:

- 4.1.1 it will promptly notify and fully disclosed to ECA in writing any event or occurrence actual or threatened arising during the Agreement period which could have an adverse effect on the Recipient's ability to perform any of its obligations under this Agreement, including any insolvency, bankruptcy or anything analogous to this;

- 4.1.2 it has full power and authority to enter into, perform and observe its obligations under this Agreement;
- 4.1.3 the execution, delivery and performance of this Agreement has been duly and validly authorised by the Recipient;
- 4.1.4 the execution and delivery of and compliance with its obligations by it under this agreement do not:
- a) contravene any law to which it or any of its property is subject or any order or directive from a government agency binding on it;
 - b) contravene its Constitution documents;
 - c) contravene any agreement or instrument to which it is a party;
 - d) contravene or infringe the intellectual property rights of any person; or
 - e) contravene any obligation of it to any other person.
- 4.1.5 No litigation, arbitration, mediation or proceedings, including investigations are taking place, pending or threatened against the Recipient, which could have an adverse effect upon its capacity to perform its obligations under this agreement;
- 4.1.6 it has, and will continue to have and to use, the skills, qualifications and experience, to perform the Project in an efficient and controlled manner, with a high degree of quality and responsiveness and to a standard that complies with this agreement;
- 4.1.7 it has and will continue to have the necessary resources, including financial resources to perform the Project, and it will use those resources to perform the Project.

- 4.2 The recipient acknowledges that ECA, in entering into this Agreement, is relying on the warranties and represented representations contained in it.
- 4.3 Intellectual Property Rights and title to, or in relation to ECA material remains vested at all times in ECA.
- 4.4 The Recipient must not commercially exploit the work or outcomes of the Project without the agreement of ECA. It will be reasonable for ECA, as a condition of its agreement to seek reimbursement of some or all of the Approved Amount paid by ECA under this Agreement in a manner and over a period of time that enables the Recipient to financially benefit from the exploitation. ECA will not unreasonably refuse its agreement.

- 4.5 The Recipient will unconditionally indemnify and defend ECA and its members of staff, including member, employees and contractors ("**Those Indemnified**") against losses, damages, claims, costs, and expenses made against, or suffered or incurred by Those Indemnified as a result of the carrying out of the Project or publication of the Project Materials under the Project. This indemnity continues after the completion of the Project and the termination or expiration of this Agreement.
- 4.6 ECA's liability for breach of this Agreement, or in tort or for any other common law or statutory cause of action relating to this Agreement, for all claims, is limited in the aggregate to the amount of the Approved Amount.
- 4.7 The Parties acknowledge that ECA has made no contribution, directly or indirectly (other than the grant of funding referred to in clause), to the Project or the publication of Project Materials under the Project nor have they supplied any information which the Recipient has used, or may use in the compilation of such Project Materials.
- 4.8 The Recipient will include the following acknowledgement and disclaimer in all publications and promotional material relating to the Project:
- "This project was funded by Energy Consumers Australia Limited (www.energyconsumersaustralia.com.au) as part of its grants process for consumer advocacy projects and research projects for the benefit of consumers of electricity and natural gas.*
- The views expressed in this document do not necessarily reflect the views of the Energy Consumers Australia."*
- 4.9 Each provision of this clause, including each representation, warranty survives the expiration or termination of this Agreement.

5 Dispute Resolution

- 5.1 If a dispute arises out of or in relation to this Agreement, the Parties must attempt to settle the dispute in accordance with this clause 5 before resorting to court proceedings or any other dispute resolution process:
- 5.1.1 A Party claiming that a dispute has arisen out of or in relation to this Agreement, must give written notice of the dispute to the other Party. The notice must include, among other things, the nature of the dispute. On receipt of this notice, the Parties must within twenty-one days of receipt seek to resolve the dispute.
- 5.1.2 If the dispute is not resolved within a twenty-one day period, or within such further period as agreed between the Parties in writing,

the Parties must submit the dispute to a mediator mutually selected by the Parties.

- 5.1.3 If the Parties do not agree on a mediator within 7 days after the referral of the dispute to mediation, the Parties must submit the dispute to a person appointed by the Chair of LEADR (Lawyers Engaged in Alternative Dispute Resolution), ACN 008 651 232, level 9, 15-17 Young Street, Sydney; phone: 02 9251 3366, fax: 02 9251 3733, e-mail: leadr@leadr.com.au, or the Chair's designated representative).
- 5.1.4 The LEADR Mediation Rules, as amended from time to time by LEADR and which is available from LEADR, will apply to the mediation.
- 5.1.5 Each party must meet its own costs of and in connection with any mediation under this clause 5.
- 5.1.6 If the dispute is not settled within twenty-eight days (or such other period as agreed between the Parties in writing) after appointment of the mediator, or if no mediator is appointed within twenty-eight days of the referral of the dispute to mediation, the Parties may pursue any other procedure available at law for the resolution of the dispute.
- 5.1.7 To the extent practicable to do so, the Recipient must continue performing this Agreement while a dispute is being dealt with in accordance with this clause 5, other than such obligations or parts of obligations which are the subject of the dispute.

5.2 Nothing in this clause 5 will prevent either Party from seeking urgent interlocutory relief.

6 Termination

- 6.1 ECA may terminate this Agreement immediately by notifying the Recipient if the Recipient:
 - 6.1.1 is in breach of this Agreement and, where the breach is capable of being remedied, has failed to remedy the breach within 30 days after notice by ECA; or
 - 6.1.2 becomes subject to any form of insolvency or bankruptcy administration; or
 - 6.1.3 does not commence the Project within 12 months of the date of this Agreement and ECA may recover any payments made as a debt immediately due and payable; or

6.1.4 suspends activity on a Project or does not invoice ECA within 60 days of an invoice date set out in the special conditions.

7 Notice, governing law, entire agreement and general provisions

- 7.1 Notice for the purpose of this Agreement may be given by email or post at the address of a Party set out on the first page or at such address as given by a Party to the other for the purpose of this clause.
- 7.2 A posted notice will be deemed delivered after 3 Business Days. An email notice will be deemed delivered at the time in the place to which it is sent equivalent to the time shown on the transmission email produced when sent.
- 7.3 This Agreement is governed by the law in New South Wales, and the Parties submit to the jurisdiction of the New South Wales courts.
- 7.4 This Agreement supersedes any previous written or oral agreement or negotiation between the Parties in relation to the matters dealt with in this Agreement and contains the whole agreement between the Parties relating to the subject matter of this Agreement, to the exclusion of any terms implied by law which may be excluded by contract.
- 7.5 Each provision of this Agreement is individually severable. If any provision is or becomes unenforceable or invalid, it is to be treated as being severed from the Agreement, but the rest of the Agreement will not be affected.
- 7.6 The Recipient is not, by virtue of this Agreement, or for any purpose, an employee, partner or agent of the ECA, or invested with any power or authority to bind or represent ECA. The Recipient must not, and must ensure its personnel do not, represent itself as associated with or able to bind or represent ECA.
- 7.7 The Recipient must in carrying out this Agreement comply with the provisions of any relevant law, including, specifically, the Privacy Act, 1988 and any other law or policies notified to the recipient in writing from time to time.
- 7.8 The Recipient warrants that, to the best of its knowledge, after making diligent enquiry, at the date of signing this agreement, no conflict exists or is likely to arise in the performance of its obligations under this Agreement.

8 Novation or assignment of this agreement

- 8.1 Neither party may assign, transfer, novate, or otherwise deal in any manner with, all or any part of the benefit of this Agreement and any of its rights,

remedies, powers, duties and obligations under this Agreement to any person without the consent of the other party.

EXECUTED as an agreement on

2015.

Signed for and on behalf of the Recipient by

)

)

)

(Print Name)

)

)

in the presence of:

)

)

)

(Print Name of Witness)

)

(Signature of Witness)

Signed for and on behalf of Energy Consumers
Australia Limited by its Chief Executive Officer

)

)

)

(Signature of Chief Executive Officer)

in the presence of:

)

)

)

(Print Name of Witness)

)

(Signature of Witness)

Annexure A

**APPLICATION TO ECA FOR ADVOCACY AND/OR RESEARCH FUNDING
(Attached)**

ADVICE FOR GRANT RECIPIENTS

March 2015

The funding agreement imposes a number of obligations on your organization. This guideline outlines those obligations, and provides advice on how to fulfil them. Please read it carefully before beginning the project.

Covered in more detail below are:

Section	Topic	Page
A	Grant payments	1
B	Changes to the project plan or timetable	2
C	Managing Conflicts of Interest	2
D	Publication of grant outputs	2
E	Record keeping	3
F	Grant acquittal	3
G	Evaluation of the grant	3
H	Further assistance	4

A. GRANT PAYMENTS

Funding tranches

The funding agreement lists the conditions under which funding will be paid. The conditions are usually based on the project milestones and timelines that were nominated in your application.

Payments will be made on receipt of a tax invoice and the relevant documents demonstrating that the funding condition has been fully met (e.g. progress report on the grant, or provision of copies of any written outputs, such as reports, submissions, media releases or presentations).

Energy Consumers Australia (ECA) prefers to receive electronic copies of all invoices and supporting documents, which should be emailed to kerry.connors@energyconsumersaustralia.com.au.

Meeting project deadlines

Please make sure you manage project timelines to ensure deadlines are met. Section B below outlines the steps required if there is any change to the project plan or timeline.

ECA expects that all grant monies will be fully acquitted within 2 months of the completion date you have nominated. Clause 3.16 of the funding agreement provides for ECA to decide that any unclaimed funds after three months of the completion due date are unspent, and returned to the ECA's uncommitted funds unless ECA has approved by notice an extension for the project.

Progress reporting

ECA has prepared a template Progress Report, a copy of which is at Appendix A. The Progress Report will be provided to the ECA CEO – it should be no more than 2 pages long.

It should be provided to ECA at the completion of the relevant project milestone, along with the invoice and copies of any relevant documents.

Energy Consumers Australia

Engagement of contractors or consultants

Where a contractor or consultant has been employed to carry out the project, copies of their invoices should be provided to ECA with your organisation's invoice.

Goods and Services Tax (GST)

Where an organisation is registered for GST, ECA must pay 10% on its grants and your organisation must then pass the GST received to the Australian Taxation Office in the relevant reporting period.

B. CHANGES TO THE PROJECT PLAN OR TIMETABLE

Clause 3.4 of the agreement stipulates that you will carry out the project in accordance with the project plan and timetable set out in the application.

You must notify the ECA's Grants Manager immediately of any changes to the project plan or timetable, as the Board's approval may need to be sought.

C. MANAGING CONFLICTS OF INTEREST

Finalisation of the grant is conditional on confirmation that your organisation has no existing or potential conflicts of interest in its management of the project.

If there is an existing or potential conflict, you need to advise the ECA immediately on how that will be managed. Once we receive that information, we can prepare the funding agreements.

Should a conflict of interest arise over the course of project, you should also advise the ECA immediately.

D. PUBLICATION OF GRANT OUTPUTS

Energy Consumers Australia will publish on its website all written reports and materials arising from a grant, to ensure that all consumers can benefit from the work.

Please provide electronic copies of those documents to ECA in either Word or PDF **on or prior to publication**.

Disclaimer

Please note the funding agreement requires all publications relating to the project to carry the following disclaimer:

"This project was funded by Energy Consumers Australia (www.energyconsumersaustralia.com.au) as part of its grants process for consumer advocacy projects and research projects for the benefit of consumers of electricity and natural gas.

The views expressed in this document do not necessarily reflect the views of Energy Consumers Australia."

Energy Consumers Australia

E. RECORD KEEPING

The funding agreement requires you to maintain all relevant records pertaining to the project.

ECA has the right to ask you to provide to ECA or to a designated third party supervised access to your premises, books, records, and computers to verify compliance with the funding agreement.

F. ACQUITTAL OF THE GRANT

ECA has developed an Acquittal Report template (at Appendix B) – that form should be completed and provided to the Grants Manager within two months of the completion of the project.

Please note clause 3.9 of the agreement, which requires the Recipient to provide an acquittal report to ECA within two months of the completion of the project.

ECA will consider that any unclaimed funds after three months of the completion due date are unspent, and returned to ECA's uncommitted funds unless the Board has approved by notice an extension for the project (clause 3.15 refers).

G. EVALUATION OF THE GRANT

ECA may seek an independent evaluation of a grant in any financial year, and publishes the findings on its website, in order to

- improve the effectiveness and efficiency of advocacy by providing specific feedback and guidance to applicants whose work is evaluated, and by providing a general 'lessons learnt' available to all applicants;
- inform decisions on the ECA's grant program.

Should your project be selected for evaluation, you will be advised separately.

Please ensure that you maintain all relevant records pertaining to the project.

H. FURTHER ASSISTANCE

ECA's website www.energyconsumersaustralia.com.au provides information about the company, and outlines the grants it has approved since its establishment.

The Grants Manager can be contacted for assistance by email at kerry.connors@energyconsumersaustralia.com.au.

PROGRESS REPORT

October 2015

The Progress Report will be provided to the Board. It should be **NO MORE THAN 2 PAGES**.

<i>PROJECT OVERVIEW</i>			
Grant no :	AP _____	Date of progress report	____/____/ 20__
Grant recipient			
Project title			
Timeline of progress report			
<i>PROJECT OUTCOMES : outline the project outcomes during the reporting period</i>			
As described in application	Actual outcomes	Did you meet your key success indicators?	
<i>PROJECT OUTPUTS: list the main outputs during the reporting period</i>			
As described in application	Actual outputs	Explanation for any variation	

Energy Consumers Australia

List of attachments (copies of reports, submissions, media releases etc produced through the reporting period)		
Other comments?		

GRANT ACQUITTAL REPORT

October 2015

This Report will be provided to the Board

PROJECT OVERVIEW			
Grant no	AP _____	Date of report	__ / __ / 20__
Grant recipient			
Project title			
PROJECT OUTCOMES: <i>outline the project outcomes during the reporting period</i>			
Describe the intended project outcome/s, and whether they were met. Where the outcomes were different from those proposed in the grant application, explain the reasons for the variation			
PROJECT OUTPUTS: <i>list the main outputs during the reporting period</i>			
Outline the project outputs. Where the outputs were different from those proposed in the grant application, explain the reasons for the variation.			
Please provide an assessment of the project's effectiveness – did the project meet its key success indicators?			

Energy Consumers Australia

Do you have any other comments on the project?
Do you have any comments/feedback on the Panel's procedures?
Please list any attachments to the report (reports, submissions, media releases, etc) – please identify any that should not be posted on the website.
PROJECT EXPENDITURE
The Funding Agreement (clause 3.3) requires you to provide a detailed breakdown of the costs and expenses associated with the grant – attach that to this report.

ECA GRANTS PROGRAM PRINCIPLES – THE FOUNDATION FOR SOUND GRANTS ADMINISTRATION

The Australian National Audit Office key principles of grants administration¹ underpin the administrative framework of the ECA Grants Program. The Principles are detailed below, along with information about how ECA embeds them in our grants administration processes.

Principle 1 Robust planning and design:

Underpinning effective, efficient, economical and ethical grants administration, including through the establishment of effective risk management processes

- Inclusion of a risk assessment and mitigation process in relation to each grant
- ECA's Grants Program will align with ECA's strategic priorities

Principle 2 Collaboration and partnership:

In which effective consultation and a constructive, cooperative relationship between ECA, grant recipients and other relevant stakeholders contributes to achieving more efficient, effective and equitable grants administration

- Facilitating partnerships between advocates and researchers
- Working closely with existing stakeholders to transition to new grants program and new stakeholders to understand it

Principle 3 Proportionality:

In which key program design features and related administrative processes are commensurate with the scale, nature, complexity and risks involved in the granting activity

- Tailoring ECA Grants Program forms, procedures and risk assessment to the size and complexity of the project

Principle 4 An outcomes orientation:

In which grants administration focuses on maximising the benefit achieved through grant funding

- Using ECA digital channels to disseminate project findings

¹ set out in *Implementing Better Practice Grants Administration, Better Practice Guide*, ANAO, December 2013

- Developing a robust evaluation framework to assess the impact of grants
- Building sectoral capacity by providing feedback to advocates about the effectiveness and impact of their advocacy

Principle 5 Achieving value with public money:

Which should be a prime consideration in all aspects of grants administration and involves the careful consideration of costs, benefits, options and risks

- Using the evaluation framework to inform the Board and ECA decision making on future funding
- Assessing a grant applicant's capacity pay – to fund the project or make a co-contribution
- Proposing a panel of preferred consultants with whom ECA can negotiate rates and provide assurance about expertise

Principle 6 Governance and accountability:

In which a robust governance framework is established that clearly defines:

- *the roles and responsibilities of all relevant parties;*
 - *establishes the policies, procedures and guidelines necessary for defensible grant recipient selection*
 - *administration processes that comply with all relevant legal and ECA policy requirements; and supports*
 - *its support for public accountability for decision making, grants administration and performance*
- Introduction of new grant assessment criteria
 - Feedback to applicants on the assessment of their compliance with those criteria, to provide a more transparent assessment of compliance.

Principle 7 Probity and transparency:

In which project administration reflects: ethical behaviour, in line with ECA values; incorporates appropriate internal and fraud control measures; ensures that decisions relating to granting activities are impartial, appropriately documented and publicly defensible; and complies with public reporting requirements

- Comprehensive and consistent advice to potential applicants, including development of a funding pack and FAQ section on the ECA website, regularly reviewed
- ECA reporting on grants – publication of all outputs, using the website to disseminate findings, Annual Report - all expenditure and assessment of outcomes

- Documentation of interactions with applicants on the grants database