

## Community Fund Participation Agreement – TERMS and CONDITIONS

1. This community fund participation agreement (**Agreement**) is deemed to be made at Melbourne upon the acceptance of the applicant (**Applicant**)'s funding application (**Application**) by Moorabool Wind Farm Pty Ltd and Moorabool South Wind Farm Pty Ltd (collectively "**Moorabool Wind Farm**" or "**MWF**") and the Applicant's execution of this Agreement, between the Applicant and MWF, and shall be governed by the laws of Victoria.
2. The Applicant:
  - a. warrants that all information provided in his/her application is correct;
  - b. acknowledges that he/she has read the Moorabool Wind Farm Community Fund guidelines (**Guidelines**) and agrees that the application is bound by the terms of the Guidelines;
  - c. agrees that by making this application, he/she is bound by the terms of this Agreement, and this Agreement constitutes a binding letter of offer for the purpose of the Guidelines.
3. This Agreement may be altered only by MWF. Such alterations must be in writing and signed by the duly authorised management and no other employee.
4. MWF will provide the successful Applicant(s) (**'the Recipient'**) with funding for a one-off period in the amount determined by MWF in its sole and absolute discretion. MWF shall not be required to provide reasons for refusal to make a grant or the amount that is agreed to be granted.
5. The funding amount must be used and applied solely for the purpose of the project stated in the Application.
6. Expenditure of the funds so granted, and the implementation of the project shall be completed within twelve months of grant, unless otherwise agreed by MWF.
7. If the project is delayed or the Recipient is unable to implement the project as described in the Application it must either:
  - (1) seek MWF's approval of a revised timeline; or
  - (2) notify MWF that it is unable to implement the project. MWF will not entertain applications to amend the scope of an approved project.
8. If approval from MWF is not received to an application under item 7(1), any remaining unspent amount of the grant monies must be returned to MWF by the end of the project completion period.
9. If the Recipient is unable to implement the project in accordance with item 7(2), any remaining unspent amount of the grant shall be returned to MWF within 30 days of it becoming apparent.
10. If the Recipient receives an extension in accordance with item 7(1) above and is still unable to implement the project within the agreed timeframe, it will be required to return any remaining unspent amount of the grant monies to MWF within 30 days of the revised project completion date.
11. The Recipient will provide MWF the acquittal form outlining the outcomes of the project with adequate proof of expenditure. This report shall be provided to MWF at the completion of the project.
12. Should the actual project costs be less than the proposed project costs, the recipient must repay the difference to MWF at the time of providing the acquittal form unless the Recipient has been given approval by MWF for an appropriate extension of scope to cover the remaining funds.
13. Should the actual total project costs be more than the proposed project costs, MWF will not be responsible, nor obliged to pay, any monies additional to the notified fund amount.
14. The Recipient will:

- (1) deliver the project as described;
- (2) implement the project within 12 months, or within the alternate timeframe agreed with MWF;
- (3) return funds on receiving a request from MWF in accordance with these Terms and Conditions; or
- (4) provide an end of timeframe acquittal form with adequate proof of expenditure.

15. If the Recipient becomes ineligible to apply for further funding under item 14 above or his / her obligations under this Agreement are not met, MWF may require the Recipient to return the grant monies in full, at its discretion.

16. The Recipient is required to sign and return the agreement before funds are distributed.

17. The Recipient will keep and maintain adequate insurance (including public liability insurance) for the activities carried out by the Recipient in relation to this project, against any claims for loss or damage to property and injury or death to persons. At any time before or after determining the Application, MWF is entitled to request verification of the Recipient's insurance and the Recipient must comply with such a request. If the Recipient does not have or maintain adequate insurance, MWF reserves the right to refuse the Application, terminate the project and / or require the Recipient to return the grant monies in full, at its discretion.

18. MWF's financial assistance to the Applicant's activity / project must be acknowledged, regardless of the amount of funding. This is a condition of the Recipient's funding. To acknowledge MWF's financial assistance, the Applicant must display the MWF or its nominated entity's logo, or state in writing that MWF has funded the Applicant's project at MWF's written request (for example, erecting a "proudly supported by Moorabool Wind Farm" plaque in close proximity to the project). MWF must be acknowledged, in a manner and form acceptable to MWF for the duration of the activity/project. MWF may not be referred to for any purposes outside of the activity/project. MWF reserves the right to refuse requests for permission to use MWF logos or written acknowledgement of MWF. Acknowledgement guidelines and logos will be supplied by MWF

19. All advertising, signage, media releases and other promotional material that contains the MWF logo must be submitted to and approved by MWF prior to its production and release.