

# Sheep and Goat eID Implementation Essential Equipment Rebate (Producers)

## Authorisation, declaration and certification

This application must be signed below by a person duly authorised to enter into a binding contract on behalf of the applicant:

- If the applicant is a company, the application must be signed by a duly authorised officer pursuant to section 126 of the *Corporations Act 2001* (Cth)
- If the applicant is a sole trader, the application must be signed by the applicant
- If the applicant is a partnership, the application must be signed by one of the partners in that partnership
- If the applicant is trust, the application must be executed by the trustee of that trust.

By signing this application, the applicant acknowledges and agrees that should this application be approved by the Minister, it will constitute a legally binding grant agreement between the Minister and the applicant for the payment of a rebate to the applicant, and the applicant accepts and undertakes to comply with the terms and conditions set out below.

## Terms and conditions

The applicant:

1. agrees that payment of the rebate by the Minister is at all times subject to prior assessment and approval of this application by PIRSA and PIRSA being satisfied in all things that the applicant has met the conditions for a rebate as set out in the Sheep and Goat eID Implementation Essential Equipment Rebate (Producers) Guidelines
2. agrees that the grant agreement between the Minister and the applicant will commence upon PIRSA providing advice to the applicant that the application has been approved, and will expire six months after that date or on such other date as agreed between the parties
3. acknowledges that any rebate paid pursuant to this grant agreement is by way of reimbursement only for eligible expenditure incurred by the applicant, as outlined in the Rebate Guidelines
4. agrees to provide such information and/or records and/or reports as required by PIRSA to enable PIRSA to make an informed assessment of their ongoing financial position and/or to monitor their compliance with the terms on which the rebate is made and/or to assess the overall effectiveness of the rebate and the applicant agrees to provide any other reports concerning the rebate that PIRSA requests

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5. agrees that, on or before the end of the period specified in paragraph 2) above, the applicant will provide an acquittal to PIRSA of its expenditure for which the rebate has been provided, and agrees to repay to the Minister any part of the rebate that has not been expended in accordance with this application, unless specific approval is given for those moneys to be retained
6. agrees to allow a PIRSA representative to enter the applicant's premises to inspect the operations of the entity including equipment, premises, accounting records, documents and information and to interview employees of the applicant on matters pertaining to its operation
7. agrees that any activity that they undertake in connection with their use of the rebate will comply with the laws from time to time in force in South Australia and their constitution (where applicable) and the terms and conditions of the rebate
8. agrees that if the applicant
9. breaches these terms and conditions; or
10. has, in any dealings with the Minister or with PIRSA or in this application, provided any false, misleading, incomplete or incorrect information,
11. the Minister may require the applicant to repay all or part of the rebate, whether or not it has been expended.
12. enters into the undertaking under clause 8) to repay all, or a portion of, the rebate with the intention of creating a legally binding, valid and enforceable obligation owed by them to the Minister
13. agrees that nothing in this application nor any payment of the rebate pursuant to this agreement will create a partnership, joint venture or association of any kind between them and the Minister or PIRSA, nor will it render the Minister or PIRSA liable for any debt or liability incurred by them in connection with this application or the agreement
14. agrees that neither the Minister nor PIRSA will be liable to reimburse any losses that may result from this application or the payment of the rebate to the applicant
15. agrees that, where requested by the Minister or PIRSA, to provide management accounts, annual reports, financial statements and any other information or documents relevant to the applicant's operations
16. undertakes to prepare financial statements at the end the period specified in paragraph 2) above, in accordance with Australian Accounting Standards, signed by an appropriate senior office holder of the applicant and to submit them to PIRSA
17. accepts that the Minister may direct that the entity's financial accounts be audited and that the Minister may also specify the minimum qualifications to be held by a person appointed to conduct such an audit
18. undertakes to report to PIRSA if there is any change to the information provided in support of the rebate application during the period specified in paragraph 2) above including providing timely advice to PIRSA of any significant changes to the nature and/or scope of activities conducted by the applicant

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19. warrants that the information provided in this application (including the Authorisation, Declaration and Certification above) is true and correct in every particular
20. acknowledges that this application, including any attachments and supporting documents, once submitted, will become subject to the operation of the Freedom of Information Act 1982 (SA), and could, subject to the provisions of that Act, be released pursuant to a request made under that Act
21. authorises the Minister, acting through PIRSA to disclose any information contained in this application, and any attachments and supporting documents, to any other agency of the South Australian Government or to any agency of any other State for the purpose of or in connection with the administration of the Sheep and Goat eID Implementation Essential Equipment Rebate (Producers) grant program
22. agrees that any variation to these terms and conditions must be in writing and signed by each of the parties.

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