

# **MGA GRADUATE GROUP GRANT**

## **FUNDING PROCEDURES**

Version 2.3  
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## **1 PURPOSE**

The MGA may support and fund groups of Monash University graduate students who share a common interest and run activities primarily for graduate students enrolled at Monash University.

## **2 AUTHORISING PROVISION**

These Procedures are made pursuant to the MGA Graduate Groups Regulations and subject to the Constitution of the MGA.

## **3 OBJECTIVE**

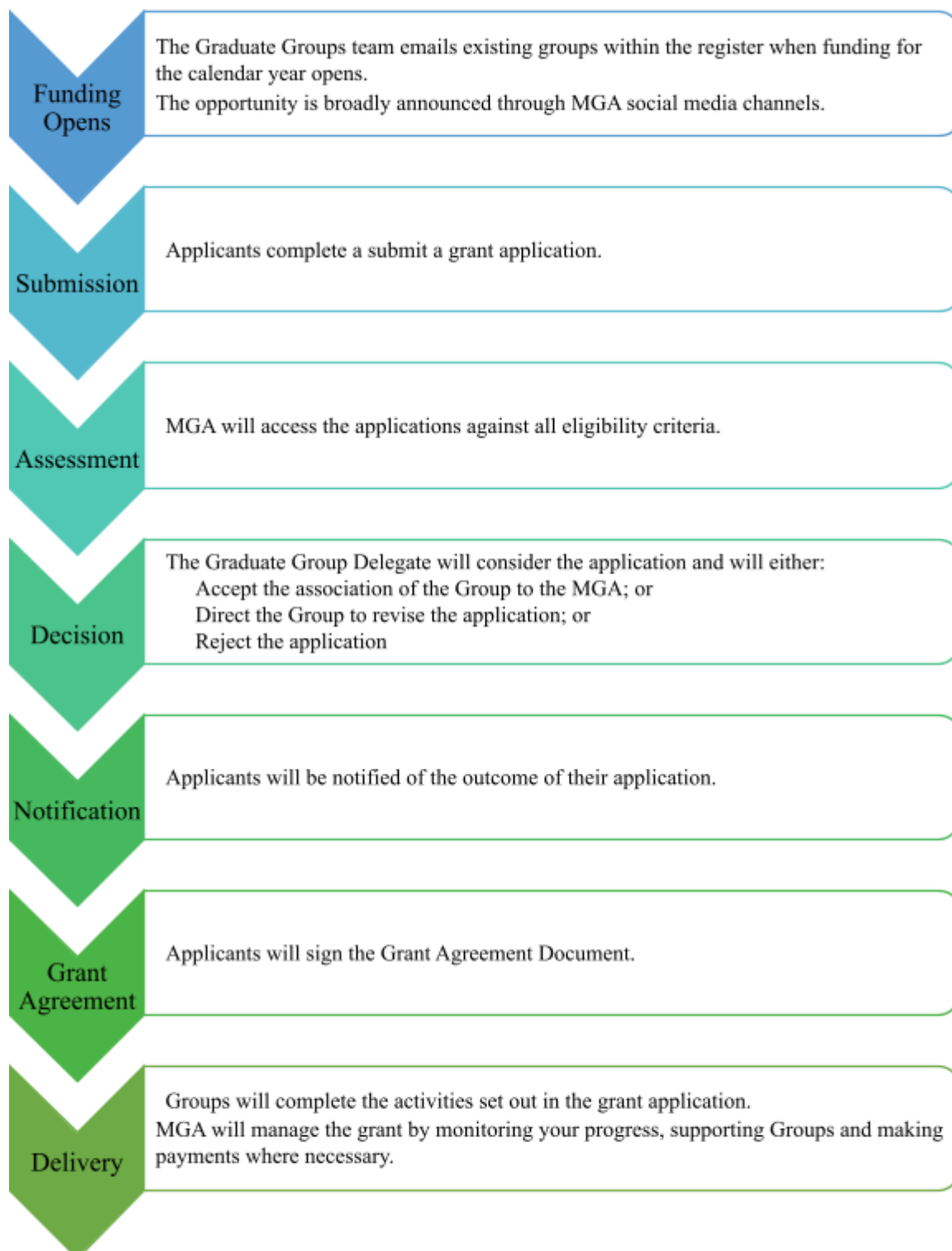
The objective of this procedure is to formalise and provide clarity on the support and funding available to Monash University graduate students who wish to form or belong to a group of students with similar interests.

## **4 MEANINGS**

- 4.1 **Conference** means a large-scale Event normally over 1-2 days, designed for graduate students to share their research.
- 4.2 **Department** means graduate student departments, schools, courses and sub-faculty level Groups of Monash University.
- 4.3 **Event** means any social or academic event or activity, and includes cultural, sporting and recreational activities, daytrips, overnight trips, writing retreats, seminars and conferences with or without formal speakers.
- 4.4 **Event Lead** means the person who is managing the event.
- 4.5 **Expense Card** means the debit card linked to an MGA-managed financial platform, such as Budgetly.
- 4.6 **Funding** means the amount allocated to a Group by the MGA.
- 4.7 **Funding Procedure** means the Monash Graduate Group Funding Procedure.
- 4.8 **Grant** means the money awarded to an Organiser Committee Group to organize the Event
- 4.9 **Grant Procedures** means the MGA Graduate Organiser Grant Procedures
- 4.10 **Group** means MGA Graduate Group.
- 4.11 **Groups Regulations** means the MGA Graduate Groups Regulations.
- 4.12 **MGA** means the Monash Graduate Association Incorporated.
- 4.13 **MGA staff member** means the Graduate Groups Officer or nominee.
- 4.14 **Monash University graduate student** means a student enrolled in a graduate course through an Australian campus of the University and who has not course-completed.

- 4.15 **Organiser Committee Group** means the group of people who are organizing the Event.
- 4.16 **Seminar** means a small-scale Event typically with a duration of typically less than one day, to bring together graduate students to enhance their academic studies.
- 4.17 **SSAF** means Student Service and Amenities Fee collected by Monash University pursuant to the *Higher Education Support Act 2003* (Commonwealth).

## 5 FUNDING PROCESS



## 6 ABOUT THE GRANT

### 6.1 MGA Graduate Group Grant funding is split into five different types of grants

#### 6.1.1 On-going Departmental Group Grant

6.1.1.1 The Departmental Group Grant is designed to support social activities run by Monash graduate students, for Monash graduate students, within their department. For example, monthly coffee catch ups in your Department.

#### 6.1.2 On-going Special Interest Group Grant

6.1.2.1 The MGA's Special Interest Group Grant is designed for graduate students with similar interests to come together and organise events that are not academically based. Funding is available to Monash graduate students upon application for ongoing group activities. For example, monthly shared lunches to discuss your interest in a certain culture or sport.

#### 6.1.3 One-off Seminar/Conference Grant

6.1.3.1 The Seminar/Conference Organiser Grant is designed to help Monash University Graduate Students who want to organise a seminar or conference in their discipline to bring together peers to share their work. For example, a one-off Writing Workshop (Seminar) or a two-day event with student presentations (Conference).

#### 6.1.4 One-off Special Event Grant

6.1.4.1 The Special Event Grant is designed to help Monash University Graduate Students who want to hold a one-off social event or activity. For example, a dinner on campus to celebrate the end of exams.

#### 6.1.5 Merchandise/Asset Grant

6.1.5.1 The Merchandise/Asset Grant is designed to provide tangible, non-academic items for Monash University Graduate Students to facilitate their events and provide service to their Graduate Student cohort. For example, new cutlery for your Graduate Student room.

6.2 Graduate Groups cannot apply for both Departmental Group (6.1.1) and Special Interest Group (6.1.2) Grants.

6.3 Graduate Groups funded through Departmental Group and Special Interest Group Grants can apply towards Seminar and Conference (6.1.3), One-Off Special Event (6.1.4) and Merchandise/Assets (6.1.5) Grants.

6.4 Organiser Committee Groups do not require to be funded through Departmental (6.1.1) or Special Interest Group (6.1.2) Grants to be eligible for Seminar/Conference (6.1.3) or Special Event (6.1.4) Grants.

6.5 Merchandise and Asset Grant funding is available to groups in receipt of Departmental or Special Interest funding, and non-MGA-funded Graduate Groups may be considered for merchandise or asset funding on a case-by-case basis..

## 7 GRANT AMOUNT

7.1 The grant amount will be 100% of the eligible event proposal up to individual funding limits or the proposed budget.

7.1.1 The lesser amount of either the individual funding limit or the proposed budget will be used.

7.1.2 Should the proposed budget be lower than the purported individual limit, Groups may have their funding amount revised at any time in the calendar year.

7.2 Funding Scheme:

Type	Funding per Monash Graduate student	Maximum allocated funding amount per semester	Maximum allocated funding amount per year
Departmental Group	\$30	\$3,000	\$6,000
Special Interest Group	\$30	\$3,000	\$6,000
Seminar (S) /Conference (C) Grant	\$30	S - \$500 C - \$2,000 per day, maximum 2 days	S - \$1,000, 1 event per semester C - \$4,000, 1 event per year
Special Event	\$30	-	\$2,000, 1 event per year
Merchandise & Assets	-	-	Up to \$1,000 per group

7.2.1 On-going Departmental or Special Interest group Funding is calculated by the Number of Monash Graduate Group Students multiplied by \$30. Semester Funding is this value divided by two (2). Funding cap will only be applied at the end of the calculation.

7.2.1.1 Exemplar Group funding calculation: Application for an Ongoing Special Interest Group with 60 Monash Graduate students who applied in Semester 1. The group will be funded \$1,800 (60 x \$30).

7.2.2 Groups should state on application if they are applying for semester funding only, otherwise it will be assumed that whole year funding is being applied for in Semester One applications.

7.2.3 Groups who apply after the Start of Semester Two Orientation Week of that calendar year will automatically receive semester funding only, unless otherwise specified.

7.2.3.1 Exemplar Group funding calculation: Application for Departmental Group with 210 Monash Graduate Students who applied in Semester 2. The group

will be funded \$2,000  $((210 \times 30) / 2 = \$3,150$ . As this is over the maximum cap per semester, they are funded the maximum semester amount, \$3,000

- 7.2.4 Seminar/Conference Grant Funding is calculated by the Number of Monash Graduate Group Students multiplied by \$30; up to a maximum of \$500 for a Seminar, and \$2,000 per day, maximum two (2) days, for Conferences. Funding cap will only be applied at the end of the calculation. Groups can apply for one (1) Seminar Grant per semester, and one (1) Conference Grant per year.
- 7.2.5 Merchandise and Asset funding is granted at the discretion of the MGA staff, up to a maximum of \$1,000 per group.
- 7.2.6 Special Event Grant Funding is calculated by the Number of Monash Graduate Students multiplied by \$30; up to a maximum of \$2,000 for one event, per year.
- 7.3 New Groups who have not been a Group in the last calendar year, may be subject to a trial prior to approval. This may mean a new application to On-going Departmental or Special Interest funding is considered for One-off Special Event Grant funding, before On-going funding is re-considered.
- 7.4 Groups with year-long funding who have had significant changes in Monash Graduate student numbers (by at least 10 students) may request for a revision of their funding mid-year as part of their interim report. Groups in such scenarios will be required to provide evidence of this significant change in cohort size.
- 7.5 Unused Group funding will not roll over into the following year. Any funding that remains on 31st December of the funding year will be forfeited, and returned to the MGA.
- 7.6 All final funding amounts are at the discretion of the MGA, and funding figures provided are indicative guides only and shown as maximum funding amounts possible to be allocated.

## **8 ELIGIBILITY CRITERIA**

- 8.1 Applicant Groups must be run by majority Monash graduate students, for Monash graduate students only. Exceptions to this can include:
  - 8.1.1 Monash University honours students within the same departmental cohort; or
  - 8.1.2 University staff members within the department for special events; or
  - 8.1.3 Graduate students from other institutions who share the same research or teaching location; or
  - 8.1.4 Graduate students from other institutions who study in the same field and/or have a shared academic interest.
- 8.2 Only one Group per department will be funded. Exceptions may be granted on a case-by-case basis. Exceptions include but are not limited to:
  - 8.2.1 Where departments have multiple physical locations (such as a Clayton division and an Alfred division); or

- 8.2.2 Faculty that is not divided into departments (such as Education); or
- 8.2.3 Groups are targeting different students (Coursework and HDR); or
- 8.2.4 Groups are Course or degree specific.
- 8.3 Groups may not receive funding from the MGA while also in receipt of funding from another Monash University student association, without direct application to the MGA for an exemption.
- 8.4 Membership to a Group must be free to Monash University graduate students and the opportunity to join must be widely advertised within the relevant cohort.
  - 8.4.1 Groups may however choose to charge:
    - 8.4.1.1 A fee to members for a specific event but only in order to recover costs incurred over and above the funding received from the MGA; or
    - 8.4.1.2 A membership or participation fee to members who are not currently enrolled Monash University graduate students.
- 8.5 Events run must meet the following requirement:
  - 8.5.1 Have stated aims and objectives that offer social benefits or other non-academic benefits to graduate students; and
  - 8.5.2 The Event must not be within the next twenty (20) days or already passed at time of application; and
  - 8.5.3 Considered a low or medium risk event based on Monash's Safety and Risk Analysis Hub.
    - 8.5.3.1 High risk events may be considered at the discretion of the MGA staff member.

## 9 WHAT THE GRANT MONEY CAN BE USED FOR

- 9.1 Events funded (entirely or partly) by the Grant should:
  - 9.1.1 fall within the Student Services and Amenities Fees (SSAF) regulations, within the year in which it is allocated;
  - 9.1.2 to the benefit of all Monash Graduate students within the Group's area; and
  - 9.1.3 be advertised and open to all graduate student members and where the MGA Graduate Group is faculty, school, or course-based, to all potential members;
- 9.2 Group expenditure is governed by the *Higher Education Support Act* 2003 (Commonwealth) clause 19-38, as outlined in section 9.3.1 and 9.4.1.
- 9.3 Eligible Expenditure
  - 9.3.1 A Group must only spend the allocated funding on the provision of one, or more, of the following services:



- 9.3.1.1 providing food or drink to students on a campus of the higher education provider;
- 9.3.1.2 supporting a sporting or other recreational activity by students;
- 9.3.1.3 supporting the administration of a club most of whose members are students;
- 9.3.1.4 promoting the health or welfare of students;
- 9.3.1.5 helping students obtain employment or advice on careers;
- 9.3.1.6 supporting debating by students;
- 9.3.1.7 supporting an artistic activity by students;
- 9.3.1.8 supporting the production and dissemination to students of media whose content is provided by students;
- 9.3.1.9 helping students develop skills for study, by means other than undertaking courses of study in which they are enrolled;
- 9.3.1.10 advising on matters arising under the higher education provider's rules (however described);
- 9.3.1.11 advocating students' interests in matters arising under the higher education provider's rules (however described);
- 9.3.1.12 giving students information to help them in their orientation;
- 9.3.1.13 helping meet the specific needs of overseas students relating to their welfare, accommodation and employment.

#### 9.4 Ineligible expenses

- 9.4.1 A Group must not spend their funding to support:
  - 9.4.1.1 a political party; or
  - 9.4.1.2 the election of a person as a member of:
    - 9.4.1.2.1 the legislature of the Commonwealth, a State or a Territory; or
    - 9.4.1.2.2 a local government body;
    - 9.4.1.2.3 A student or representative association.
- 9.4.2 Additionally, money may not be used:
  - 9.4.2.1 To discriminate against protected attributes;
  - 9.4.2.2 To fund events not in compliance with Monash University Policies and Procedures;

9.4.2.3 For the purposes of paying stipends, gifts, gift-cards or honoraria to, or for the personal expenses of any Group member or guest;

9.4.2.4 Contrary to the purposes of SSAF.

9.5 Groups wishing to create their own branded merchandise must first consult the MGA. Departmental and Special Interest group funding cannot be used to purchase merchandise. Any Merchandise purchased for the group must be purchased through the Merchandise and Asset grant.

9.5.1 Examples of Merchandise include, but are not limited to the following: items of clothing, assets for student rooms (entertainment/games, cutlery, kitchen appliances), stickers, water bottles, reusable coffee mugs.

9.6 Funding is only allocated for use within the calendar year it was applied for.

## **10 GRANT APPLICATION**

10.1 Timing of grant

10.1.1 Departmental Group funding applications may be submitted at any point during the funding year for which they apply, with a final cut-off date for applications of 30 September or when funds have been exhausted; whichever happens first

10.1.2 Departmental Group funding applications will be responded to by the managing MGA staff member within 20 working days of receipt.

10.1.3 Ongoing Special Interest Group applications may be submitted by at any point during the funding year for which they apply, with a final cut-off date for applications of 30 September, or when funds have been exhausted; whichever happens first.

10.1.4 Ongoing Special Interest Group applications will be responded to by the managing MGA staff member within 20 working days of receipt.

10.2 To receive the Group Grant, applicants must provide:

10.2.1 The full contact details of three (3) managing students who are applying for the funding on behalf of their department; and

10.2.2 The full contact details of a supporting staff member who can verify the student cohort and confirm that funds can be transferred to the department for student use for Departmental Group funding applications; or

10.2.3 For Special Interest Groups, a complete member's list must be provided with the following information at a minimum:

10.2.3.1 Name;

10.2.3.2 Student Identification number;

10.2.3.3 Email;

10.2.3.4 Contact number; and

10.2.3.5 Level of study/staff.

10.2.4 The details of the Group including name, contact details, social media links, and member composition, roles and responsibility; and

10.2.5 The number of students within the cohort; and

10.2.6 Evidence of plans to hold at least two (2) activities in the interest of graduate students in the Group for the applicable calendar year;

10.2.7 Associated Budget for the events planned; and

10.2.8 A completed funding application form to the MGA by the funding cut-off date.

10.3 In making their decision, MGA will consider:

10.3.1 Number of grants awarded to a particular faculty or group in any given calendar year;

10.3.2 Contribution made by the Group and their events to university life and the MGA's public profile;

10.3.3 Degree of financial prudence demonstrated, including from sponsorship, self-funding, or external revenue raising undertaken by the Student / Club;

10.3.4 Extent to which the events furthers its stated objectives;

10.3.5 Degree of support from relevant organisations and stakeholders, including organisations, Monash Faculty for the events;

10.3.6 Number of participants taking part in or benefiting from the events;

10.3.7 Extent of planning undertaken for the events;

10.3.8 Any other reasonable criterion as the MGA deems appropriate for the requirements of SSAF.

10.4 Should an application be rejected, Groups have five (5) working days to appeal the decision.

10.5 Should an appeal be lodged, the application will be reviewed by the MGA Executive Officer within ten (10) working days. The decision of the Executive Officer will be final and no further appeals, or applications for similar Groups, may be lodged within the same calendar year.

## **11 SUCCESSFUL GRANT APPLICATIONS**

### **11.1 Grant Approval**

11.1.1 Groups shall be notified via email if their application has been successful.

### **11.2 Approval documents**

- 11.2.1 Groups will agree to follow the conditions set out by the MGA Groups Regulations and MGA Funding Procedure by signing the MGA Graduate Group Funding Grant Agreement prior to receipt of their funding as set out in Schedule 1.

### 11.3 Payment of Grant

- 11.3.1 MGA funding can be transferred to a designated departmental cost centre and fund, which is managed by Monash University staff, separately and independently from the MGA.
- 11.3.2 Groups who do not have access to a departmental cost centre and fund may, at the discretion of the MGA, may have the funds allocated to an Expense card managed by MGA staff.
- 11.3.3 No funding will be transferred to a private account of a student within the Group; if reimbursement of expenses is required, Groups must contact MGA staff prior to reimbursement requests being made. Reimbursements are not guaranteed.
  - 11.3.3.1 Existing Graduate Groups with Institute or University-facilitated bank accounts may receive their Grant funding via direct payment from the MGA, upon discussion with the Graduate Groups Officer.

## 12 SUPPORT

### 12.1 MGA can provide, subject to availability:

- 12.1.1 a single point of contact for the managing MGA staff member;
- 12.1.2 Loan of event equipment;
- 12.1.3 MGA Speaker at events to promote the MGA's services and events;
- 12.1.4 Guidance on compliance to relevant rules and regulations, including, but not limited to, Monash University Rules and Regulations;
- 12.1.5 Event Risk Management Plan (ERMP) assistance and approval if an appropriate faculty member or staff is unable to be found;
- 12.1.6 Site visits to ensure compliance to relevant laws, regulations, policies and procedures;
- 12.1.7 Venue hire of MGA Spaces; and
- 12.1.8 MGA merchandise.

### 12.2 The MGA encourages student Groups to acknowledge the support of the MGA in any promotional material they create.

- 12.2.1 Groups must contact the MGA at least ten (10) days in advance should they wish to use the MGA's logo and branding.

## 13 MONITORING OF GRANT ACTIVITY

### 13.1 Keeping us informed

13.1.1 Groups should let the MGA know if anything is likely to affect your approved events and organisation.

13.1.1.1 This includes changes to the nature of the event held or the cancellation of events.

13.1.2 Groups should also let us know of any changes to their:

13.1.2.1 Name of Group;

13.1.2.2 Nominated contact details for the Grant;

13.1.2.3 Changes in social media and website details; and

13.1.2.4 Committee members.

13.1.3 If Groups become aware of a breach under the Grant Regulations and/or Procedures, Groups must let the MGA know immediately.

13.1.4 Groups who wish to use the MGA's logo, merchandise and any other support should request permission from the MGA at least ten (10) days in advance.

13.1.5 Risk Assessments

13.1.5.1 Groups must comply with University policies and procedures regarding the submission of Risk Assessments, Incident Reports and Event Risk Management Plans.

13.1.5.2 Should a Group be unable to comply, they must notify the MGA staff member as soon as reasonably practicable.

13.1.5.3 Failure to abide by University policies and procedures regarding the submission of Risk Assessments, Incident Reports and Event Risk Management Plans risks funding eligibility, and funding may be withdrawn if a Group continues to breach their agreement.

### 13.2 Reporting

13.2.1 The initial applicants for funding from the MGA shall be responsible for the correct management and control of the Group's finances within the calendar year the funds are allocated, unless otherwise notified of new student contacts for each Group.

13.2.2 A Group must not commit themselves to spending more money than is available to them.

13.2.3 All Group income and expenses must be properly recorded and accounted for.

13.2.4 Groups should endeavour to not make a profit from any students who attend their events.

13.2.4.1 Any profits from events must be invested back into the Group within the same calendar year, and shown on the end of year audit.

13.2.4.2 Fundraising cannot be accommodated by the MGA, and cash deposits cannot be made into MGA-managed Group accounts. Any fundraising efforts must be managed separately by the Group, or facilitated by University staff.

### 13.3 Interim Report

13.3.1 Groups with year-long funding must submit a brief summarising report of their year-to-date activities to the managing MGA staff member.

13.3.2 Reports are due by July 31 of the calendar year, or three months after they have been funded, taking the date which is further away.

13.3.3 If required, the managing MGA staff member may arrange a face-to-face meeting to discuss the progress of the student Group.

### 13.4 Year End Audit

13.4.1 Groups must submit details of their events, and profit and loss, to the MGA for audit annually at the end of the calendar year as set out in Schedule 2.

13.4.2 The MGA will give at least one month's written notice of the due date for audit submission to each Group.

13.4.3 Groups must submit their audit by the final audit deadline set by the MGA.

13.4.4 Audit requirements:

13.4.4.1 Statement of aims and objectives of the Group; and

13.4.4.2 Income and expenditure report for the calendar year; and

13.4.4.3 List of activities and approximate attendance numbers; and

13.4.4.4 Signed SSAF form stating that money provided by the MGA funding scheme was spent on SSAF-approved activities.

13.4.5 Continuing Groups will not be approved funding until the previous year's audit is received.

13.4.6 Failure to provide the Year End audit by the stated due date may risk funding eligibility in subsequent years.

### 13.5 Compliance visits

13.5.1 From time to time, the MGA may wish to attend an approved Group Event to ensure the adherence to the necessary Laws, regulations, procedures and policies.

13.5.1.1 Groups will be notified 7 days prior to the event, should a Compliance visit be scheduled.

13.5.1.2 Any issues found by the visiting MGA staff member shall be communicated to the relevant Event Lead.

13.5.1.3 Serious breaches may result in a halt in the event until the breach is rectified.

13.5.2 Groups may also request the MGA to hold a Compliance visit to better assist in the safe running of events.

## **14 PENALTIES**

14.1 Any Breaches, Illegal Acts or Omissions shall be referred to the MGA staff member and handled in accordance with the MGA Graduate Groups Regulations.

## SCHEDULE 1

# MGA Graduate Groups Funding Grants Agreement

The following Agreement shall be read in conjunction to the relevant MGA Funding Procedure and the MGA Groups Regulations and shall apply to all MGA Graduate Groups (Group) who have been provided a grant by the MGA.

### 1. Undertaking the Group Activity

- a. The Group agrees to use the Grant and undertake all responsibilities and activities to complete the Group Activity in accordance with this Agreement.
- b. The Group must meet the eligibility requirements relating to the Group Activity set out under the relevant MGA Funding Procedure and the Graduate Groups Regulations at all times during the term of this Agreement.
- c. The Group and its members must abide by the MGA's Graduate Groups Code of Conduct when undertaking or promoting Group events

### 2. Acknowledgements

- a. Groups are encouraged to acknowledge the MGA's support in any material published in connection with this Agreement and agree to use any form of acknowledgment the MGA reasonably specifies.
- b. Groups who have not received approval from MGA prior to the event must not use MGA's logo or branding.

### 3. Notices

- a. The Group agrees to promptly notify the MGA of anything reasonably likely to affect the performance of the Group Activity, including but not limited to, changes in personnel, any actual, perceived or potential conflict of interest which could affect the Group's performance of this Agreement and to act to resolve the conflict.

### 4. Payment of the Grant

- a. The MGA agrees to pay the Grant to the Group in accordance with this Agreement.
- b. The parties agree that the amount of the Grant is excluded from GST obligations unless otherwise specified. The Group agrees to pay all taxes, duties and charges in connection with the performance of this Agreement.
- c. The Group must on request provide the MGA with a tax invoice before the MGA is obliged to pay any amount under this Agreement.

### 5. Spending the Grant

- a. The initial applicants for funding from the MGA shall be responsible for the correct management and control of the Group's finances within the calendar year the funds are allocated unless otherwise specified.
- b. A Group must not commit themselves to spending more money than is available to them.
- c. The Group also agrees to:
  - i. Expend the funds received only on a purpose that relates to the provision of any of the services listed in clause 19-38(4) Higher Education Support Act 2003 as outlined in Section 6.16 of the MGA Graduate Student Group Funding Regulations; and



- ii. Not use the funds received on a purpose that relates to the provision of any of the services listed in clause 19-38 (1, 2) Higher Education Support Act 2003, as outlined in Section 6.15 of the MGA Graduate Student Group Funding Regulations.
6. **Repayment**
  - a. If any of the Grant amount has been spent other than in accordance with this Agreement or on expiration or termination of this Agreement, the Group agrees to repay that amount to the MGA, unless the MGA agrees in writing otherwise.
7. **Record keeping**
  - a. The Group agrees to maintain all records pertaining to the performance of the Group Activity and the expenditure of the Grant for the calendar year and to make them available to the MGA on request.
  - b. To ensure all Group income and expenses must be properly recorded and accounted for, the Group must provide an audit, in the form required by the MGA at the end of the calendar year.
8. **Personal or Confidential Information**
  - a. When dealing with Personal Information (as defined in the Privacy Act 1988) in carrying out the Grant Activity, the Group agrees not to do anything which, if done by the MGA, would be a breach of the Privacy Act 1988 or the MGA Privacy Regulations.
9. **Grant Activity material**
  - a. The Group gives (or procures for) the MGA a non-exclusive, irrevocable, royalty-free licence to use, reproduce, communicate, publish and adapt all material that is provided to the MGA under this Agreement. This includes a right to sub-license that material.
10. **Licences and approvals**
  - a. The Group must ensure that they have completed all the required and relevant training required by Monash OHS for students running events.
  - b. Groups must ensure the event being run has been approved by an Event Risk Management Plan (ERMP). The Group should also provide a copy of the ERMP to the MGA, either as a risk approver, or a peer reviewer, and during the audit process, must provide the ERMP approval number and Approver name.
  - c. The Group must ensure that all persons engaged to work on the Group Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by Monash University, including but not limited to an Australian Business Number (ABN), Public Liability Insurance, Food Handling Certificates, Responsible Service of Alcohol, Working with Children checks and Working with Vulnerable People checks.
  - d. The Group must ensure that any subcontract entered into by the Group for the purposes of this Agreement imposes these same obligations on the subcontractor and requires the subcontractor to include these obligations in any secondary subcontracts.
11. **Liability**
  - a. The MGA cannot be held responsible for any costs, damages or liabilities incurred as a result of:
    - i. Any illnesses or injuries which arise during or as a result of the Grant Activities; or
    - ii. Any medical treatment required as a result; or
    - iii. Unauthorised or unlawful behaviour on the part of the Group and any of its members including child or children in their care resulting in the loss, damage or harm to anyone; or
    - iv. Unauthorised behaviour on the part of the Group and any of its members leading to criminal or civil action against them; or

- v. Any other event outside of the MGA's control.

## 12. Indemnity

- a. The Group shall indemnify the MGA its related entities, officers, directors and employees, from and against any and all claims, losses, liabilities, damages, settlements, expenses, and costs (including legal costs on a solicitor and own client basis) that arise out of or relate to any breach by the Group of these terms or by any third party of the obligations it undertakes under any associated Agreement.

## 13. General provisions

- a. A Group is not by virtue of this Agreement an employee, agent, representative or partner of the other party.
- b. This Agreement may only be varied by the parties' signed written agreement.
- c. Section 5 (Spending of the Grant), 6 (Repayment), 7 (Record keeping), and 9 (Grant Activity material) survive the expiry or termination of this Agreement.
- d. The Group may be contractually or otherwise obligated to comply with Monash University rules in addition to these Terms and Conditions. In specific circumstances, failing to comply with Monash University rules may result in disciplinary action by the University. The User acknowledges their personal responsibility to make relevant inquiries about compliance requirements, and take all necessary steps to meet any such requirements.
- e. Failure to comply may result in a penalty deemed appropriate via regulations and procedures.

By Signing this document, the authorised representatives of [GROUP NAME] agree to abide by the terms and conditions set up this agreement.

.....  
[GROUP NAME] Member (signature) (Print name) date

.....  
[GROUP NAME] Member (signature) (Print name) date

.....  
[GROUP NAME] Member (signature) (Print name) date

in the presence of:

.....  
Witness (signature) (Print name) date



The [GROUP NAME] confirms that it has abided by the Monash Graduate Association Graduate Groups Regulations and Procedure for the use of all money allocated to them by the MGA. Further, the group agrees that it:

1. Expended the funds received only on a purpose that relates to the provision of any of the services listed in clause 19-38(4) *Higher Education Support Act 2003* (Commonwealth) as outlined in Section 6.16 of the MGA Graduate Student Group Funding Regulations; and
2. Did not use the funds received on a purpose that relates to the provision of any of the services listed in clause 19-38 (1, 2) *Higher Education Support Act 2003* (Commonwealth), as outlined in Section 6.15 of the MGA Graduate Student Group Funding Regulations.

Signed for, and on behalf of, the [GROUP NAME] by its authorised representatives:

.....  
[GROUP NAME] Member (signature) (Print name) date

.....  
[GROUP NAME] Member (signature) (Print name) date

.....  
[GROUP NAME] Member (signature) (Print name) date

in the presence of:

.....  
Witness (signature) (Print name) date