

Stronger Country Communities Fund (SCCF) 5 - Funding Deed

* indicates a required field

Information about your Funding Deed

You will be required to submit a signed Funding Deed, invoice & supporting documents in order to have your funding released. Funding will only be released once all supporting documentation is reviewed, approved and both parties have executed this Funding Deed.

Supporting documents you may be required to provide to execute your Funding Deed include but are not limited to, public liability insurance, land owner's consent, Asset Management Unit approval, Development Approval and an invoice for your first instalment claim.

Funding Deeds **must** be signed by authorised office bearers within your organisation.

Funding Deeds are considered executed once both parties have signed them and the organisation has received a copy of the final Funding Deed for their records.

Records relating to your project must be kept by the active committee within your organisation for a period of seven (7) years and provided upon request or in case of an audit.

Background

A. The Stronger Country Communities Fund (SCCF) Round 5 aims to boost the wellbeing of communities in regional areas by providing new or upgraded social and sporting infrastructure, or community programs that have strong local support.

B. You have applied successfully for funding.

C. The Department agrees to provide funding to you, and you agree to accept that funding, on the terms and conditions of this Deed.

D. This Funding Deed may be for multiple Projects as outlined in Schedule A.

Details

Department Name The Crown in right of the State of New South Wales acting through Regional NSW (ABN 19 948 325 463)

Division Regional Development and Programs

Address 1 Monaro St, Queanbeyan, NSW, 2620

Department Authorised Officer

Name Adam Young

Position Director, Grant Management & Finance

Address 1 Monaro St, Queanbeyan, NSW, 2620

Telephone 1300 107 754

Email gmo@regional.nsw.gov.au

SCCF5 - Funding Deed

Form Preview

Grantee ("You")

Organisation Name

This question is read only.

Organisation Address *

Address

Address Line 1, Suburb/Town, State/Province, Postcode, and Country are required.

Organisation ABN

The ABN provided will be used to look up the following information. Click Lookup above to check that you have entered the ABN correctly.

Information from the Australian Business Register	
ABN	
Entity name	
ABN status	
Entity type	
Goods & Services Tax (GST)	
DGR Endorsed	
ATO Charity Type	More information
ACNC Registration	
Tax Concessions	
Main business location	

Must be an ABN.

Your Authorised Officer *

Title First Name Last Name

This will be the person who is able to serve notices under the deed on behalf of your organisation. It is usually an office bearer within the organisation and often the same person who signs the deed.

Position of Authorised Officer *

Authorised Officer contact phone number *

Must be an Australian phone number.

Authorised Officer email *

SCCF5 - Funding Deed

Form Preview

Must be an email address.

Grant Details

Grant Title

This question is read only.

Total Grant Amount

This question is read only.

Total funding amount approved by SCCF

Final Complete Date

Must be a date.

This must be within 3 years of receiving your executed Funding Deed

Terms and Conditions of the Deed

SPECIAL CONDITIONS

SC1. Project Management

1. The Department draws your attention to your obligation under **clause 3.1 (e)** to ensure that each Project and Activity is completed within the Project or Activity Period.
2. In addition to the Department's rights under this Deed and at law, the Department may, at any time, notify you that the Department is concerned about how you are managing the project(s).
3. The Department may recommend that you engage a subcontractor (such as Public Works) to carry out project management or other such services. That subcontract would be at your cost (with no additional funding from the Department). You would remain responsible for the subcontractor in accordance with **clause 25.3** (Subcontractors).

SC2. COVID-19

1. Both parties acknowledge the uncertainty arising from the current pandemic COVID-19, the measures taken by State and Commonwealth Governments in relation to the emergency, and the consequential effects on daily activities ("C-19 Emergency").
2. If either party becomes aware that its ability to comply with any of its obligations on time will be affected by the C-19 Emergency, it must, as soon as possible, give the other party a written notice which sets out:
 - (a) the nature and extent of the obligations affected by the C-19 Emergency;
 - (b) the ways in which the C-19 Emergency will affect its ability to perform those obligations;and

SCCF5 - Funding Deed

Form Preview

(c) a proposal that the parties either vary the Deed to mitigate the effects of the C-19 Emergency (for example, to change time frames and/or the scope of the Project), or terminate by agreement.

3. When a party receives a notice under this clause, it must respond to the notice as soon as practicable, and the parties will attempt in good faith to reach agreement promptly to vary or terminate the Deed.

4. Despite any other provisions in this Deed, if the Department considers that, as a result of the C-19 Emergency:

(a) there is likely to be significant delay before you will be able to complete your obligations; or

(b) the Deed is no longer viable; the Department may terminate the Deed by notice, with effect on the date stated in the notice.

5. You release the Department from any claims in respect of termination under this clause.

SC3. Photographs

1. You must provide the Department with copies of any professional photographs which you take, or arrange, in relation to any official opening of a Project(s) or of a delivered Project(s).

DEFINITIONS AND TERM

1 Interpretation

1.1 Unless the context requires otherwise, in this Deed:

(a) the terms set out in the left hand column of the Details have the meaning ascribed to them in the right hand column of the Details;

(b) where any time limit pursuant to this Deed falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;

(c) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;

(d) the meaning of general words is not limited by specific examples introduced by "including" or "for example" or similar expressions;

(e) references to persons include bodies corporate, government agencies and vice versa;

(f) references to the parties include references to respective directors, officers, employees and agents of the parties;

(g) nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or any part of it; and

(h) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

1.2 Definitions

Activity means the activity(s) described in **Schedule A - Project Plan**, which aim to fulfil one or more objectives of the Project(s).

Activity Period means the period specified in **Schedule A - Project Plan** during which the Activity must be completed.

SCCF5 - Funding Deed

Form Preview

Approved Community Organisation means a community organisation related to the Project(s) listed in Schedule A as engaged in the delivery of a particular Project.

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Capital Equipment means any item of tangible property, purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant, which has at that time a value of over \$5,000 inclusive of GST, but does not include Project Material.

Capital Expenditure Guidelines means the Division of Local Government, Department of Premier and Cabinet Capital Expenditure Guidelines dated December 2010 issued pursuant to s. 23A of the *Local Government Act 1993*.

Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs.

Combined Administrative Costs means the combined administrative costs incurred by you in respect of a Project (such costs include internal and external costs from administering, designing, planning and managing a Project). Under the Program guidelines this can be up to 20 per cent of the total project cost for combined contingency, project management and administrative costs.

Commencement Date means the date on which the last party signed this Deed.

Completion Report means a report confirming that each Project has been completed, the actual cost of the Project and the date the works comprised in the Project were made available for use by the local community.

Conflict of Interest means a situation where the exercise of a person's duty or decision-making is influenced, potentially influenced, or may appear to be influenced, by a secondary interest, including (but not limited to) a private or business interest.

CPWC Act means the *Child Protection (Working with Children) Act 2012 (NSW)*.

Deed means this funding deed document and includes the Details, Terms, schedules and any annexures or other documents cross-referenced in this Deed.

Grant means the grant of funding for a Project from the SCCF and as further detailed in the Details.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Instalment means a payment of the Grant for a Project shown in the **Schedule A** on the terms required by this Deed.

Intellectual Property or IP includes:

(a) all rights in relation to copyright, inventions, plant varieties, trademarks, designs, patents; and

(b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how,

but does not include Moral Rights.

Moral Rights has the same meaning as in the *Copyright Act 1968 (Cth)*.

Location means the location of a Project shown in the details.

Notice means a notice given under this Deed and in accordance with clause 24.

Objectives means the objectives of the Activities described in **Schedule A – Project Plan**, which are the agreed results you must achieve and ensure your subcontractors achieve.

SCCF5 - Funding Deed

Form Preview

Personal Information has the same meaning as in the *Privacy and Personal Information Protection Act 1998*.

Personnel means officers, employees, agents, sub-contractors or volunteers.

Program Guidelines means the Stronger Country Communities Fund Program Guidelines for Round 5 published by the NSW Government and as updated from time to time

[SCCF 4 Guidelines](#)

Progress Report means a written report that identifies for each Project:

- progress against Activities and any current or anticipated delays (with information regarding the cause of the delay and measures to respond to the delay);
- any actual costs at the date of the report and any actual or anticipated cost overruns;
- any variations requested since the previous Progress Report;
- the amount of Instalments received from the Department since the previous Progress Report; and
- the cumulative amount of Instalments made since the Commencement Date.

Project means a Project (and each separate Project where there is more than one Project) outlined in Schedule A for which a Grant has been approved for the purposes of this Deed.

Project Period means the period specified in Schedule A - Project Plan during which the Project must be completed.

SCCF means the Stronger Country Communities Fund, as further described in the Program Guidelines.

State means the Crown in right of the State of New South Wales and all officers, employees and agents of the Crown.

2. Term

2.1 This Deed will commence on the Commencement Date.

2.2 Unless otherwise agreed, a Project must be completed and all claims for Instalments made within its Project Period.

2.3 Unless terminated earlier, this Deed will end on the completion of the maintenance period under Clause 22.1.

WHAT YOU MUST DO

3. Your Obligations

3.1 In addition to other terms of this Deed, you must:

- (a) ensure the Grant or any Instalment is used only for the approved Project at the relevant Location;
- (b) ensure that each Activity is completed by the relevant deadline specified in the Schedule;
- (c) be accountable for all the Grant funding you receive under this Deed;
- (d) ensure you obtain all necessary local council and other legal and statutory approvals for a Project;
- (e) manage a Project with all due skill and care including in relation to financial management, project planning and risk management;

SCCF5 - Funding Deed

Form Preview

- (f) comply with all SCCF policies and guidelines (available at nsw.gov.au/strongercountrycommunities)
- (g) if applicable to any Project, comply with the local government Capital Expenditure Guidelines;
- (h) provide assistance to the Department (and people invited by the Department) to visit a Location from time to time, including to verify that the Activities have been completed;
- (i) comply with all applicable Commonwealth, State and local government laws and policies;
- (j) if applicable to any Project, ensure that all mandatory employment screening (referred to in the *CPWC Act* as the "working with children check clearance") has been undertaken on all Personnel engaged to work in "child-related work" (as defined in the *CPWC Act*) in association with a Project, prior to such Personnel performing any such work; and
- (k) comply with the requirements of the *Local Government Act 1993*, if applicable

3.2 If a Project is being delivered by an Approved Community Organisation as a subcontractor of a Council, Councils are responsible for ensuring the Approved Community Organisation complies with the requirements set out in clause 3.1.

About the Grant

4. Paying the Grant

4.1 Provided you carry out your obligations under this Deed, the Department will pay you the Grant in the Instalments shown in the Schedule. Other than the first Instalment, the remaining Instalments will not be paid unless you provide invoices and related receipts as required by the Department.

4.2 All claims for Instalments, including invoices and related receipts as the Department requires, must be submitted to the Department within 20 business days of the Activity Date, unless otherwise agreed by the Department in writing.

4.3 Unless otherwise approved under clause 6.1, if you do not make a claim for an Instalment by the date in the Schedule, you may no longer have a right to claim that Instalment and the Department will not be required to pay that Instalment.

4.4 If the Department makes any Instalment to you, you acknowledge this does not mean that the Department accepts that any part of a Project complies with the requirements of this Deed.

5. Project costs

5.1 You agree that the Grant for a Project is the maximum amount to be paid under the SCCF towards the carrying out of a Project and you agree that:

- (a) you have prepared or reviewed the scope of works and costs estimate for a Project before you signed this Deed;
- (b) you are responsible for any costs that exceed the Grant for a Project (whether you expected to incur such costs or not at any time before or after you signed this Deed) and you must obtain any additional funding including any co-contributions necessary to carry out a Project;
- (c) where the Project is an infrastructure Project, you are responsible for all maintenance costs arising from the Project or, where a infrastructure Project will be utilised by an Approved Community Organisation, you are responsible for ensuring that a reasonable

SCCF5 - Funding Deed

Form Preview

maintenance plan (showing how the maintenance will be funded for at least 5 years after a Project has been completed) has been prepared by the Approved Community Organisation.

5.2 You must ensure no more than 20% of a Grant is applied or used to recover the Combined Administrative Costs.

5.3 You must make any co-contribution as specified in the Details and Schedules

5.4 You acknowledge and agree that where the actual cost of a Project is less than the Grant funding:

(a) you will notify the Department of any unspent Grant before the end of a Project;

(b) the Department may reduce the final Instalment to reflect the actual cost incurred to deliver a Project;

(c) you must return to the Department all Grant money paid to you that exceeds the actual cost of carrying out a Project (including any interest earned on such funds) within 28 days after completion of a Project (or termination of the Deed).

6. Variation

6.1 If you wish to vary a Project(s), including any Activity or other matter set out in the Schedule, including:

(a) changes to the nature of a Project or the scope of works, Location or revised priorities for a Project; and

(b) changes to the timeframe for delivery of a Project, including extensions to completion of Activities,

you must first make a written request to the Department and provide such information as is reasonably required by the Department.

6.2 Following your request for a variation under clause 6.1, the Department will consider whether to approve your request and you agree that no variation is approved unless it is approved by the Department in writing.

6.3 You agree you must notify the Department immediately:

(a) if you are unable to proceed with a Project;

(b) if a Project has been inactive for a period of 20 Business Days or more;

(c) (where you own or lease a Project Location) if you propose to sell or lease any part of a Project Location;

(d) (where you do not own or lease a Project Location) if you are notified or become aware of a proposal to sell or lease any part of the Location;

(e) if there are any changes to your legal or financial status; and

(f) if there are any changes or delays to your Project(s) including if you are no longer able to commence a Project(s) within 6 months of the announcement of funding or unable to complete the Project(s) within 3 years of the Funding Deed.

6.4 If you notify the Department in accordance with your obligations in Clause 6.3, the Department may use their sole discretion to vary the Funding Deed, including by withdrawing funding for a single, multiple or all Projects (regardless of which Project(s) your notification concerned). Where the Department withdraws funding for a Project(s) you agree to return any unspent funds in accordance with Clause 5.4.

Payments

SCCF5 - Funding Deed

Form Preview

7. Bank account for Instalments

7.1 You agree you must maintain either:

- (a) a separate account at a financial institution, or
- (b) an existing general account at a financial institution where; adequate internal financial controls are in place for the identification of the Grant, which is an authorised deposit-taking institution, located in New South Wales, including a bank, credit union or building society ("bank account").

7.2 Interest earned on the Grant held in a bank account must be used solely for the purpose of a Project.

7.3 If a Project is delayed, Instalments already paid to you must be held in the bank account until:

- (a) they are applied solely for the purpose of that Project; or
- (b) they are required to be returned or repaid to the Department in accordance with the terms of this Deed.

8. Withholding, Suspension, Changes to Instalments and Repayment

8.1 The Department may change the amount of the Instalment by issuing you with a Notice setting out the details of the changes provided that such changes will not affect the amount of the overall Grant payable to you.

8.2 If you breach this Deed, the Department may provide you with a written Notice requiring you to repay any or all Instalments (determined by the Department in its absolute discretion) specified in the Notice within 28 days.

8.3 The Department may offset the amount of any overpayment or claim for repayment against any future Instalment to you.

8.4 You agree that any repayment or overpayment the Department claims from you under clauses 5 or 8 will be a debt due and owing by you to the Department.

9. GST

9.1 Unless otherwise indicated, all consideration for any supply under this Deed is exclusive of any GST imposed in relation to the supply.

9.2 If you are not registered under the GST Law, you will not be entitled to receive such amount of any Payment that is equal to the amount of GST imposed on that supply.

9.3. If:

- (a) GST is imposed on a supply you make to the Department under this Deed; and
- (b) the Department is or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply,

the Department will pay you an additional amount equal to the GST imposed on that supply, at the time and in the manner payment is otherwise payable under this Deed in relation to that supply.

Material and Information

10. Reporting Requirements

SCCF5 - Funding Deed

Form Preview

10.1 You agree to provide to the Department a Progress Report as requested from time to time (or such other information requested) within the timeframe the Department reasonably requires in accordance with Schedule B of this Funding Deed.

10.2 You agree to make relevant employees and contractors available to the Department as requested from time to time, to discuss the progress of a Project and any Progress Report.

10.3 The Department may provide you with a request for accounting, banking or other financial documents or other records relating to your use or expenditure of any Instalment (or use or expenditure of any Instalment by an Approved Community Organisation on your behalf) and you agree to provide copies of any such records to Department within 10 Business Days of a request being made.

10.4 Despite clause 10.3, you acknowledge that the Department may, from time to time, require information urgently and you agree to use all reasonable endeavours to provide such information on an urgent basis.

10.5 Within 30 calendar days after completion of a Project, you agree to provide the Department with a Summary Completion Report in accordance with the requirements outlined in Schedule B of this Funding Deed.

10.6 You agree to participate in any survey or feedback at a time you and the Department agree to regarding matters including one or more of the following:

- (a) a questionnaire regarding the assistance received;
- (b) a survey of the Department's service levels and the effectiveness of assistance provided; and
- (c) a survey of Project outcomes.

11. Acknowledgement of support

11.1 You agree to acknowledge in publications and signage the NSW Government's support for a Project in accordance with the NSW Government's Funding Acknowledgement Guidelines for recipients of NSW Government grants, including appropriate use of the NSW Government logo in accordance with the NSW Government Brand Guidelines available at [Funding Acknowledgement Guidelines](#).

12. Publicity

12.1 You agree to provide the Department with at least 15 Business Days' notice of any proposed announcements, launches or public events relating to a Project and provide an opportunity for a representative of the NSW Government to attend and speak at any launch or public event for a Project.

12.2 You agree that the Department may issue public communications on the provision of Grants and progress on completing a Project. Where practicable to do so, the Department will give you advance notice of such communications.

13. Intellectual Property

13.1 You grant the Department a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, publish, adapt and sub-licence any report you provide to the Department in connection with this Deed for the Department's purposes.

14. Confidential Information

14.1 Each party agrees it must maintain the confidentiality of all commercially sensitive or confidential information it receives from the other party, unless it obtains the consent of that other party to disclose the information. For the purposes of this section, the Department considers the amount of the Grant to be confidential information it holds.

SCCF5 - Funding Deed

Form Preview

14.2 Clause 14.1 does not apply if the information required to be disclosed:

- (a) is publicly available at the time of the disclosure;
- (b) is required to be disclosed under the *Government Information (Public Access) Act 2009 (NSW)* or process or requirement of Parliament or a court; or
- (c) is required to be disclosed for the purpose of preparing a party's financial statements.

15. Privacy

15.1 You will:

- (a) ensure that Personal Information that is provided by the Department or collected by you under or in connection with this Deed is used only for the purposes of this Deed and is protected against loss, unauthorised access, use, modification and disclosure, or against other misuse;
- (b) not disclose any Personal Information without the written consent of:
 - (i) the individual to whom the Personal Information relates; or
 - (ii) the Department, unless otherwise required or authorised by law;
- (c) comply with the Information Protection Principles applying to NSW public sector agencies under the *Privacy and Personal Information Protection Act 1998 (NSW)* when doing any act or engaging in any practice in relation to Personal Information as if you were an agency directly subject to that Act; and
- (d) include equivalent requirements regarding Personal Information (including this clause 15) in any subcontract entered into to undertake a Project, including with an Approved Community Organisation on your behalf.

Dealing with Risk

16. Disclosure of Information

16.1 You acknowledge that, under the *Government Information (Public Access) Act 2009*, the Department may be required to publicly disclose information about this Deed at <https://tenders.nsw.gov.au>. None of the disclosure obligations require the disclosure of:

- (a) the commercial-in-confidence provisions of a contract;
- (b) any matter that could reasonably be expected to affect public safety or security; or
- (c) information which would be exempt from disclosure if it were the subject of an application under the *Government Information (Public Access) Act 2009*.

16.2 You may nominate any items you consider are confidential and why, to assist the Department in determining what items to disclose.

17. Insurance

17.1 You agree to maintain (and ensure that each subcontractor including subcontractors who are Approved Community Organisations maintains in respect of each Project for which it is engaged) public liability insurance to a minimum of \$20,000,000.00 for any single occurrence and unlimited in the aggregate as to the number of occurrences for each Project.

17.2 You agree not to do, permit or allow any act, matter or thing or omission (and ensure that each Approved Community Organisation will not do, permit or allow any act, matter or thing or omission) whereby any insurance policy referred to in this clause 17 may be rendered void or voidable.

SCCF5 - Funding Deed

Form Preview

17.3 If the Department requests, you agree to provide (or obtain from each Approved Community Organisation) a copy of valid and current certificates of currency for each insurance policy described in this clause 17.

17.4 You agree you are responsible for maintaining (or procuring that each Approved Community Organisation maintains) the currency of any other relevant insurances including contract works insurance, professional indemnity insurance, directors and officers liability and worker's compensation insurances.

17.5 Without limitation to this clause 17, you agree that you have and will maintain (or you will ensure each Approved Community Organisation will have and will maintain) appropriate insurance to cover any liability you may incur in relation to this Deed and to ensure the delivery of each Project.

18. Indemnities

18.1 You must indemnify and keep indemnified the Department from and against any loss (including legal costs and expenses) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:

- (a) your breach of this Deed;
- (b) any unlawful or negligent act or omission by you, your employees, your agents or your subcontractors in connection with this Deed;
- (c) any illness, injury or death of any person caused or contributed to by you, your employees, invitees or your contractors or subcontractors in connection with this Deed or a Project;
- (d) any loss or damage to real or personal property caused or contributed to by you, your employees, invitees or your contractors or subcontractors in connection with this Deed or a Project; or
- (e) any act or omission by you or your employees, invitees or your contractors or subcontractors in connection with this Deed that is in infringement of any intellectual property, or privacy rights of the Department or any third party.

18.2 Your obligation to indemnify the Department under this clause will be reduced proportionately to the extent that any negligent or unlawful act or omission by the Department, its officers, employees or agents contributed to the relevant loss or liability.

18.3 Your obligation to indemnify the Department under this clause does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Deed.

18.4 If you engage an Approved Community Organisation and you obtain indemnities in your favour on the same terms as the indemnities in clause 18.1(b) to (e) from an Approved Community Organisation and you:

- (a) have obtained (where relevant) insurance from the Approved Community Organisation pursuant to clause 17, and
- (b) use (and continue to use) all reasonable endeavours (including incurring costs) to obtain the benefit of the indemnity from the Approved Community Organisation and claim on all relevant insurances, then, where the loss or liability arises from a matter indemnified by the Approved Community Organisation, you are released from your obligation to indemnify the Department under clause 18.1(b) to (e) to the extent you receive payment from the Approved Community Organisation and all relevant insurers (and provided you then pay the amount received in full to the Department).

SCCF5 - Funding Deed

Form Preview

18.5 Your liability to indemnify the Department under this clause will be reduced proportionately to the extent that any negligent or unlawful act or omission by the Department, its officers, employees or agents contributed to the relevant loss or liability.

18.6 Your liability to indemnify the Department under this clause does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Deed.

19. Conflict of Interest

19.1 You agree that, as at the Commencement Date, you have no Conflict of Interest in relation to the carrying out of a Project under this Deed. You must notify the Department in writing as soon as you become aware of a Conflict of Interest that arises after the Commencement Date. On receiving notice of a Conflict of Interest, the Department may:

(a) request such further information as it may require regarding the circumstances of the Conflict of Interest; or

(b) approve the continuation of the arrangements under this Deed, subject to reasonable conditions to ensure appropriate management of the Conflict of Interest.

19.2 The Department may immediately terminate this deed by giving a Notice to you if in the Department's view (acting reasonably) the Conflict of Interest cannot be appropriately managed.

19.3 You agree that you must have in place a written arrangement with any Approved Community Organisation that requires you be notified immediately upon a Approved Community Organisation becoming aware of the existence or possibility of a Conflict of Interest. You agree to report any such Conflict of Interest to the Department in accordance with clause 19.1.

Terminating the Deed

20. Termination

20.1 Where a party has breached this Deed:

(a) the other party may give a Notice to that party requiring it to rectify that breach within 30 days of receiving that Notice; and

(b) if the party which received the Notice fails to rectify that breach in time, the other party may terminate this Deed immediately by giving a further Notice.

20.2 The Department may terminate this Deed by Notice, with effect on the date stated in the Notice, if:

(a) the Department is of the opinion that you have provided intentionally misleading or incorrect information as part of the application for funding or as part of this Deed;

(b) you use the Grant funding for purposes other than the relevant Project;

(c) Where you are a council, you have failed to comply with the requirements under the *Local Government Act 1993*;

(d) the Department is of the opinion a material Conflict of Interest has arisen;

(e) the Department is of the opinion that it is necessary to terminate the Deed to protect the reputation of the Department or the NSW Government;

(f) you breach any of the following provisions: clause 3, clause 10 (Reporting Requirements), clause 17 (Insurance) or clause 25.12 (Assignment);

SCCF5 - Funding Deed

Form Preview

(g) the Department considers that the Project (or where there is more than one Project, all of the Projects) are no longer viable;

(h) the Department considers that there has been a material change in circumstances in your financial position, your structure, your identity or legal status; or

(i) you become insolvent, are the subject of a debtors or creditors petition under the *Bankruptcy Act 1966*, resolve to go into administration or liquidation, or if a summons for your winding up is presented to a Court or you enter into any scheme of arrangement with your creditors.

20.3 This clause 20 does not exclude or reduce the rights of a party to terminate the Agreement arising by operation of the common law or statute or the other terms of this Agreement.

20.4 The Department is not liable to pay you any compensation or costs if this Deed is terminated in accordance with clause 20 and you irrevocably and unconditionally release the Department, the Crown in right of the State of New South Wales and its officers, employees and agents in respect of such termination.

Other Legal Matters

21. Consent of land owner

21.1 If you are not the owner of all or part of the land where a Project will be constructed, installed or otherwise delivered, you agree that you:

(a) have obtained the written approval and agreement of the land owner to construct, install or otherwise deliver a Project on their land; and

(b) have obtained the written agreement of the land owner to notify you during the 5 year period referred to in clause 22.1 of any proposal to sell or lease the land on which a Project is or will be carried out.

21.2 You indemnify and agree to keep indemnified the Department from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by the land owner as a result of or in connection with a Project.

22. Maintenance of Assets

22.1 You agree to maintain and not to demolish, eradicate, remove, dispose of or otherwise interfere with the infrastructure, facilities or improvements ("assets") created by a Project for 5 years after the completion of a Project.

22.2 As the Grant funding is provided to benefit the local community and conversion or disposal through sale or otherwise of assets funded through the SCCF is not consistent with this purpose if you intend to convert or dispose of assets funded by the SCCF program within five years from the Completion of a Project, you must notify the Department immediately with details of the intended conversion or disposal.

22.3 Where the Department so requests, you must repay the Department the Grant funding for the relevant project within 20 Business Days' of the disposal or conversion of the asset that is in breach of clause 22.1.

22.4 If the Department notifies you that it requires repayment of any amount under clause 22.3 that amount will become a debt due and payable to the Department.

23. Dispute Resolution

SCCF5 - Funding Deed

Form Preview

23.1 If a dispute arises in relation to this Deed ("a Dispute"), a party must comply with this clause 23 before starting arbitration or court proceedings except proceedings for urgent interlocutory relief.

23.2 A party claiming that a dispute has arisen must notify the other party in writing giving details of the dispute (Dispute Notice) in accordance with the requirements of clause 24 (Notices).

23.3 Following receipt of a Dispute Notice, each party must refer the Dispute to a senior representative, who:

- (a) does not have prior direct involvement in the Dispute; and
- (b) has authority to negotiate and settle the Dispute.

23.4 If the Dispute is not resolved within 10 Business Days, from the date the Dispute Notice is received by the party to whom the Dispute Notice is given, the party which gave the Dispute Notice under clause 23.2 must refer the Dispute for mediation by the Australian Disputes Centre Limited (ADC) for resolution in accordance with the mediation rules of the ADC.

23.5 If the Dispute is not resolved within 40 Business Days after referral to mediation either party may initiate proceedings in court.

23.6 Each party must pay its own costs of complying with this clause and split the costs of the mediator evenly.

24. Notices

24.1 Unless otherwise stated in this Deed, all Notices to be given under this Deed must be in writing, and hand-delivered, posted or emailed to the Authorised Officer specified in the Details or as otherwise notified in writing. The Department accepts no responsibility for correspondence or other communications that are not received due to contact details not being updated.

24.2 The receiving party will be deemed to have received the Notice as follows:

- (a) if hand delivered, on the day on which it is delivered or left at an attended reception desk at the relevant address;
- (b) if sent by post within Australia:
 - i. if posted using Express Post, the priority letter service option of regular post, or the priority service option for Registered Mail, on the fourth Business Day after the day on which it is posted;
 - ii. if posted using the regular post option, on the tenth Business Day after the day on which it is
- (c) if sent by email before 5.00pm on a Business Day, the first of the following occurring:
 - i. when the sender receives an automated message confirming delivery; or
 - ii. four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not be delivered.
- (d) if sent by email after 5.00pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.

24.3 Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

SCCF5 - Funding Deed

Form Preview

25. General

25.1 Survival: The following clauses survive termination or expiry of this Deed: clause 8 (Withholding, suspension, changes to instalments and repayments), clause 14 (Confidential information), clause 11 (Acknowledgement of support), clause 12 (Publicity), clause 15 (Privacy), clause 17 (Insurance), clause 18 (Indemnities), clause 20 (Termination), clause 25.5 (Keeping of records, audit and rights of access to such records), this clause 25.1 and any other clause which by its nature is intended to survive this Deed.

25.2 Evaluation: You are required to participate in evaluation activities. This includes the completion of surveys administered by the Department from time to time, collecting and reporting on outcomes data in your Summary Completion Report and participating in evaluation research, including with third parties contracted by the Department, following the completion of your Project

25.3 Subcontractors: You remain responsible for implementing a Project in accordance with the terms of this Deed if you subcontract the performance of any part of a Project including subcontracting to the relevant Approved Community Organisation. It is your responsibility to ensure that only contractors, subcontractors or project partners (if any) that have appropriate skills, qualifications and experience are hired for the work proposed to be carried out, and that all work meets the requirements of this Deed and complies with relevant legislation, standards and codes of practice. You are responsible for ensuring that all contractors and subcontractors hold the appropriate insurances.

25.4 Volunteers: You may permit volunteers to assist in the delivery of a Project if such volunteers are volunteers of the relevant Approved Community Organisation.

25.5 Keeping of records, audit and rights of access to such records: You:

(a) must keep complete and accurate records and books of account with respect to your performance of the Project (the "Records"), and must retain such Records for a minimum of seven (7) years after expiry or termination of this Deed;

(b) authorise the Department and any State or Commonwealth Government department or agency (the "Auditors") that has provided moneys to the Department for the purposes of the Project, to undertake audits, to examine and inspect, at reasonable times and on reasonable Notice, any records held by you and Records, and allow any such Records to be copied; and

(c) provide all reasonable assistance in order for the Auditors to properly carry out the inspections and audits referred to in this clause.

25.6 Negation of employment, partnership or agency:

(a) This Deed does not create a relationship of agency, partnership, and/or employment between the parties.

(b) You must not represent yourself as being an employee or agent of the Department or as otherwise able to bind or represent the Department.

25.7 Relationship: All work performed by you and all contracts made by you in carrying out a Project shall be performed and made by you as principal and not as agent for the State or the Department. In all dealings in relation to a Project your organisation will act solely on its own account.

25.8 Further assurance: Each party must promptly execute all documents and do all things required by law, or that the other party from time to time reasonably requests, to effect, perfect or complete this Deed and all transactions incidental to it.

25.9 Entire Deed: This Deed states all the express terms agreed by the parties as to the matters referred to in this Deed. It supersedes all prior contracts, obligations,

SCCF5 - Funding Deed

Form Preview

representations, conduct and understandings between the parties relating to the subject matter of this Deed.

25.10 Inconsistency: If there is any inconsistency between provisions of this Deed then the order of precedence will be:

- (a) the Details; then
- (b) the terms of this Deed; then
- (c) any Schedules to this Deed.

25.11 Waiver: You agree that:

(a) The Department does not accept any responsibility or liability for works carried out and bears no responsibility for a Project.

(b) No failure or delay by the Department or its officers or the Department in exercising any right, power or remedy under this Deed, and no course of dealing with you, will operate as a waiver of a breach or a default by you. Any waiver by the Department or its officers of a breach or default of this Deed must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.

25.12 Assignment or change of Crown agent:

(a) You must not assign or novate your obligations or interests under this Deed, without the prior written consent of the Department.

(b) The Department may, by written Notice to you, advise that another NSW Government Department, statutory body or other agency is to exercise the rights of the Department under this Deed (being, at all times, rights which are exercisable for and on behalf of the Crown in right of the State of New South Wales).

(c) On notification by the Department, you must execute all documents reasonably necessary to give effect to any Notice by the Department under this clause.

25.13 Severability: If any part of this Deed is or becomes illegal, invalid or unenforceable in any relevant jurisdiction, the legality, validity or enforceability of the remainder of this Deed will not be affected and this Deed will be read as if the part had been deleted in that jurisdiction only.

25.14 Counterparts: This Deed may be signed in any number of counterparts which taken together will constitute one instrument.

25.15 Governing Law: The laws of New South Wales govern this Deed and the parties submit to the non-exclusive jurisdiction of the courts in that State.

Schedule A - Project Plan

* indicates a required field

Projects & Instalments

I/we confirm the project activities listed below are a true and correct reflection of the works being undertaken as part of this project *

☐ Yes

How many projects have been approved for your grant?

SCCF5 - Funding Deed

Form Preview

This question is read only.

The following projects have been approved for your grant:

☐ One ☐ Two ☐ Three ☐ Four ☐ Five ☐ Six ☐ Seven ☐ Eight ☐ Nine ☐ Ten

This question is read only.

Project Period - project works must commence within 6 months from the commencement date (*see definitions*) and the project must be completed within 3 years from the commencement date.

Instalment 1 amount to be received upon execution by both parties of this deed

This question is read only.

80% total grant funding to be released upon execution of your deed.

Instalment 2 amount to be received at completion and acquittal of your grant

This question is read only.

20% total grant funding to be paid upon acquittal of your projects.

Project 1

Project 1 Title

This question is read only.

Project 1 Description

This question is read only.

Project Location for Project 1 *

Address

SCCF5 - Funding Deed

Form Preview



--	--

Address Line 1, Suburb/Town, State/Province, Postcode, and Country are required.
The address must match the address listed in your Application form for this project.

Project 1 Scope of Works

--

This question is read only.

These are the activities that need to be completed with your SCCF funding and any required financial co-contribution. Completion of these activities are required upon acquittal of the funding.

Total Funding Awarded for Project 1

\$	
----	--

This question is read only.

Supporting Documentation

Please ensure that all supporting documents if not previously provided are uploaded so that review of your Funding Deed can occur. The following documents may be required for this sub-project (where applicable):

- Land owner's consent
- Development approval or proof of exemption
- Asset Management Unit approval - for projects located on Department of Education land ONLY
- Letters of support
- EVENTS & PROGRAMS - List of what, where and when your projects are being delivered where required

Attach a file:

--

Project 1 - Co-Contribution

SCCF5 - Funding Deed

Form Preview

Projects receiving grant funding of more than \$2 million require a minimum co-contribution of 25 percent of the total grant amount.

Project 1 Minimum Co-contribution Required

\$

This question is read only.

Project 1 - Outcomes Measures

Please confirm the outcome measures for project 1 and any existing baseline data for these outcomes. *

Please upload any supporting evidence for the baseline date (if available).

Attach a file:

Project 2

Project 2 Title

This question is read only.

Project 2 Description

This question is read only.

Project Location for Project 2 *

Address

SCCF5 - Funding Deed

Form Preview



--	--

Address Line 1, Suburb/Town, State/Province, Postcode, and Country are required.
The address must match the address listed in your Application form for this project.

Project 2 Scope of Works

--

This question is read only.

These are the activities that need to be completed with your SCCF funding. Completion of these activities are required upon acquittal of the funding.

Total Funded Amount for Project 2

\$	
----	--

This question is read only.

Supporting Documentation

Please ensure that all supporting documents (where applicable) are provided so that review of your Funding Deed can occur. The following documents may be required for this sub-project:

- Land owner's consent
- Development approval or proof of exemption
- Asset Management Unit approval - for projects located on Department of Education land ONLY
- Letters of support
- EVENTS & PROGRAMS - List of what, where and when your projects are being delivered where required

Attach a file:

--

Project 2 - Co-Contribution

SCCF5 - Funding Deed

Form Preview

Projects receiving grant funding of more than \$2 million require a minimum co-contribution of 25 percent of the total grant amount.

Project 2 Minimum Co-contribution Required

\$

This question is read only.

Project 2 - Outcomes Measures

Please confirm the outcome measures for project 2 and any existing baseline data for these outcomes. *

Please upload any supporting evidence for the baseline date (if available).

Attach a file:

Project 3

Project 3 Title

This question is read only.

Project 3 Description

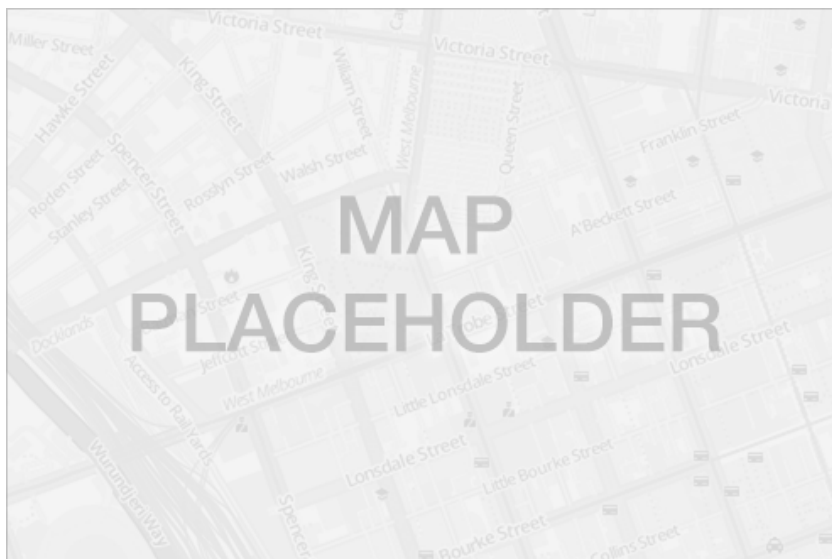
This question is read only.

Project Location for Project 3 *

Address

SCCF5 - Funding Deed

Form Preview



--	--

Address Line 1, Suburb/Town, State/Province, Postcode, and Country are required.
The address must match the address listed in your Application form for this project.

Project 3 Scope of Works

--

This question is read only.

These are the activities that need to be completed with your SCCF funding. Completion of these activities are required upon acquittal of the funding.

Total Funded Amount for Project 3

\$	
----	--

This question is read only.

Supporting Documentation

Please ensure that all supporting documents (where applicable) are provided so that review of your Funding Deed can occur. The following documents may be required for this sub-project:

- Land owner's consent
- Development approval or proof of exemption
- Asset Management Unit approval - for projects located on Department of Education land ONLY
- Letters of support
- EVENTS & PROGRAMS - List of what, where and when your projects are being delivered where required

Attach a file:

--

Project 3 - Co-Contribution

SCCF5 - Funding Deed

Form Preview

Projects receiving grant funding of more than \$2 million require a minimum co-contribution of 25 percent of the total grant amount.

Project 3 Minimum Co-contribution Required

\$

This question is read only.

Project 3 - Outcomes Measures

Please confirm the outcome measures for project 3 and any existing baseline data for these outcomes. *

Please upload any supporting evidence for the baseline date (if available).

Attach a file:

Project 4

Project 4 Title

This question is read only.

Project 4 Description

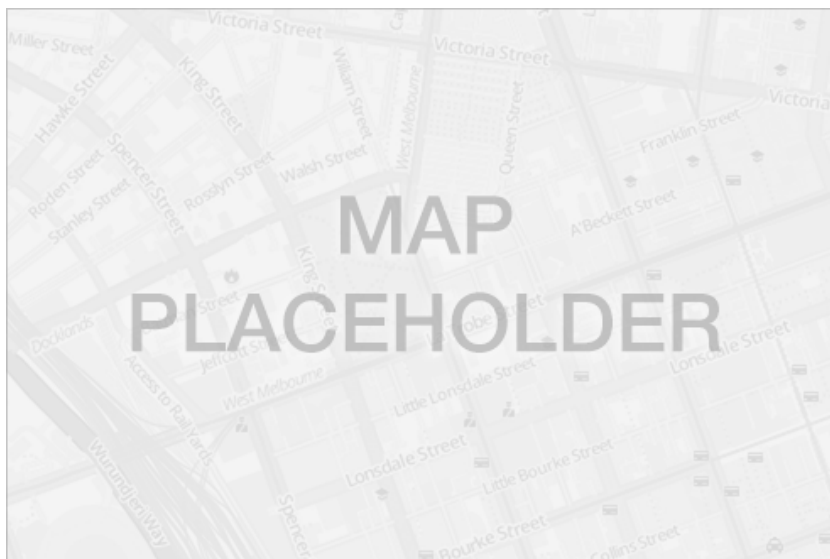
This question is read only.

Project Location for Project 4 *

Address

SCCF5 - Funding Deed

Form Preview



--	--

Address Line 1, Suburb/Town, State/Province, Postcode, and Country are required.
The address must match the address listed in your Application form for this project.

Project 4 Scope of Works

--

This question is read only.

These are the activities that need to be completed with your SCCF funding. Completion of these activities are required upon acquittal of the funding.

Total Funded Amount for Project 4

\$	
----	--

This question is read only.

Supporting Documentation

Please ensure that all supporting documents (where applicable) are provided so that review of your Funding Deed can occur. The following documents may be required for this sub-project:

- Land owner's consent
- Development approval or proof of exemption
- Asset Management Unit approval - for projects located on Department of Education land ONLY
- Letters of support
- EVENTS & PROGRAMS - List of what, where and when your projects are being delivered where required

Attach a file:

--

Project 4 - Co-Contribution

SCCF5 - Funding Deed

Form Preview

Projects receiving grant funding of more than \$2 million require a minimum co-contribution of 25 percent of the total grant amount.

Project 4 Minimum Co-contribution Required

\$

This question is read only.

Project 4 - Outcomes Measures

Please confirm the outcome measures for project 4 and any existing baseline data for these outcomes.

Please upload any supporting evidence for the baseline date (if available).

Attach a file:

Project 5

Project 5 Title

This question is read only.

Project 5 Description

This question is read only.

Project Location for Project 5 *

Address

SCCF5 - Funding Deed

Form Preview



--	--

Address Line 1, Suburb/Town, State/Province, Postcode, and Country are required.
The address must match the address listed in your Application form for this project.

Project 5 Scope of Works

--

This question is read only.

These are the activities that need to be completed with your SCCF funding. Completion of these activities are required upon acquittal of the funding.

Total Funded Amount for Project 5

\$	
----	--

This question is read only.

Supporting Documentation

Please ensure that all supporting documents (where applicable) are provided so that review of your Funding Deed can occur. The following documents may be required for this sub-project:

- Land owner's consent
- Development approval or proof of exemption
- Asset Management Unit approval - for projects located on Department of Education land ONLY
- Letters of support
- EVENTS & PROGRAMS - List of what, where and when your projects are being delivered where required

Attach a file:

--

Project 5 - Co-Contribution

SCCF5 - Funding Deed

Form Preview

Projects receiving grant funding of more than \$2 million require a minimum co-contribution of 25 percent of the total grant amount.

Project 5 Minimum Co-contribution Required

\$

This question is read only.

Project 5 - Outcomes Measures

Please confirm the outcome measures for project 5 and any existing baseline data for these outcomes.

Please upload any supporting evidence for the baseline date (if available).

Attach a file:

Project 6

Project 6 Title

This question is read only.

Project 6 Description

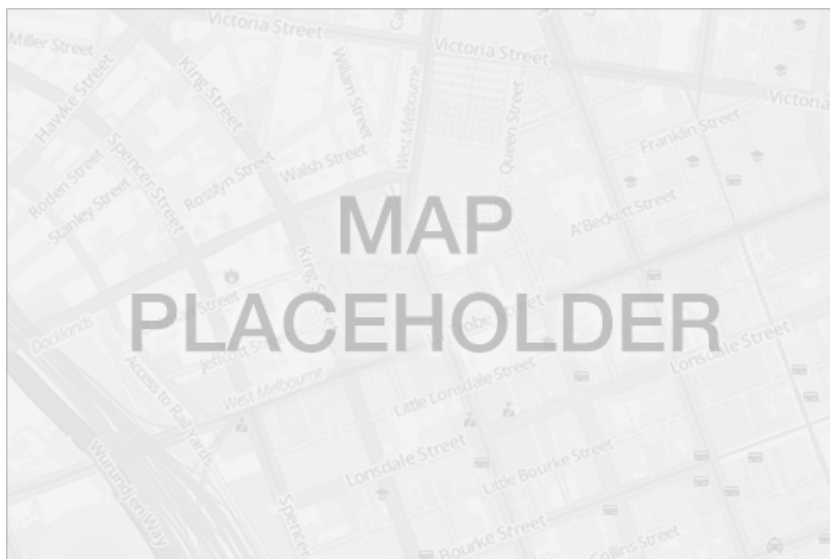
This question is read only.

Project Location for Project 6 *

Address

SCCF5 - Funding Deed

Form Preview



--	--

Address Line 1, Suburb/Town, State/Province, Postcode, and Country are required.
The address must match the address listed in your Application form for this project.

Project 6 Scope of Works

--

This question is read only.

These are the activities that need to be completed with your SCCF funding. Completion of these activities are required upon acquittal of the funding.

Total Funded Amount for Project 6

\$	
----	--

This question is read only.

Supporting Documentation

Please ensure that all supporting documents (where applicable) are provided so that review of your Funding Deed can occur. The following documents may be required for this sub-project:

- Land owner's consent
- Development approval or proof of exemption
- Asset Management Unit approval - for projects located on Department of Education land ONLY
- Letters of support
- EVENTS & PROGRAMS - List of what, where and when your projects are being delivered where required

Attach a file:

--

Project 6 - Co-Contribution

SCCF5 - Funding Deed

Form Preview

Projects receiving grant funding of more than \$2 million require a minimum co-contribution of 25 percent of the total grant amount.

Project 6 Minimum Co-contribution Required

\$

This question is read only.

Project 6 - Outcomes Measures

Please confirm the outcome measures for project 6 and any existing baseline data for these outcomes.

Please upload any supporting evidence for the baseline date (if available).

Attach a file:

Project 7

Project 7 Title

This question is read only.

Project 7 Description

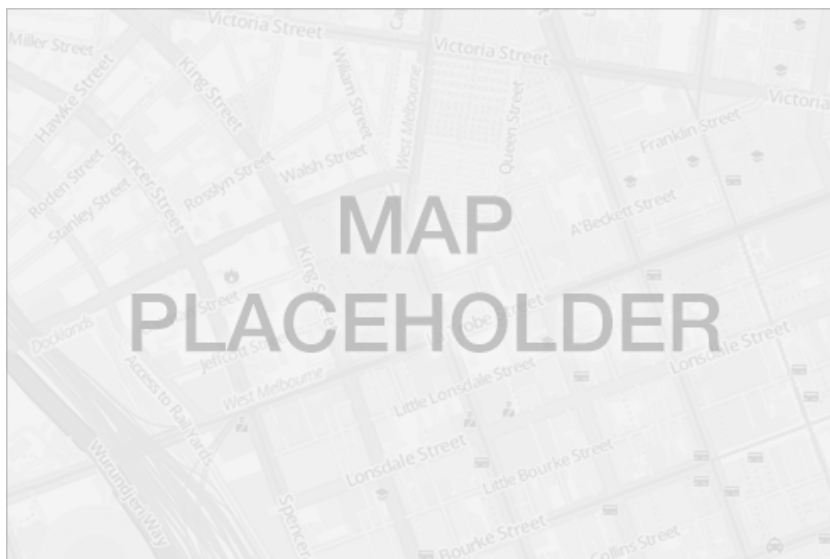
This question is read only.

Project Location for Project 7 *

Address

SCCF5 - Funding Deed

Form Preview



--	--

Address Line 1, Suburb/Town, State/Province, Postcode, and Country are required.
The address must match the address listed in your Application form for this project.

Project 7 Scope of Works

--

This question is read only.

These are the activities that need to be completed with your SCCF funding. Completion of these activities are required upon acquittal of the funding.

Total Funded Amount for Project 7

\$	
----	--

This question is read only.

Supporting Documentation

Please ensure that all supporting documents (where applicable) are provided so that review of your Funding Deed can occur. The following documents may be required for this sub-project:

- Land owner's consent
- Development approval or proof of exemption
- Asset Management Unit approval - for projects located on Department of Education land ONLY
- Letters of support
- EVENTS & PROGRAMS - List of what, where and when your projects are being delivered where required

Attach a file:

--

Project 7 - Co-Contribution

SCCF5 - Funding Deed

Form Preview

Projects receiving grant funding of more than \$2 million require a minimum co-contribution of 25 percent of the total grant amount.

Project 7 Minimum Co-contribution Required

\$

This question is read only.

Project 7 - Outcomes Measures

Please confirm the outcome measures for project 7 and any existing baseline data for these outcomes.

Please upload any supporting evidence for the baseline date (if available).

Attach a file:

Project 8

Project 8 Title

This question is read only.

Project 8 Description

This question is read only.

Project Location for Project 8 *

Address

SCCF5 - Funding Deed

Form Preview



--	--

Address Line 1, Suburb/Town, State/Province, Postcode, and Country are required.
The address must match the address listed in your Application form for this project.

Project 8 Scope of Works

--

This question is read only.

These are the activities that need to be completed with your SCCF funding. Completion of these activities are required upon acquittal of the funding.

Total Funded Amount for Project 8

\$	
----	--

This question is read only.

Supporting Documentation

Please ensure that all supporting documents (where applicable) are provided so that review of your Funding Deed can occur. The following documents may be required for this sub-project:

- Land owner's consent
- Development approval or proof of exemption
- Asset Management Unit approval - for projects located on Department of Education land ONLY
- Letters of support
- EVENTS & PROGRAMS - List of what, where and when your projects are being delivered where required

Attach a file:

--

Project 8 - Co-Contribution

SCCF5 - Funding Deed

Form Preview

Projects receiving grant funding of more than \$2 million require a minimum co-contribution of 25 percent of the total grant amount.

Project 8 Minimum Co-contribution Required

\$

This question is read only.

Project 8 - Outcomes Measures

Please confirm the outcome measures for project 8 and any existing baseline data for these outcomes.

Please upload any supporting evidence for the baseline date (if available).

Attach a file:

Project 9

Project 9 Title

This question is read only.

Project 9 Description

This question is read only.

Project Location for Project 9 *

Address

SCCF5 - Funding Deed

Form Preview



--	--

Address Line 1, Suburb/Town, State/Province, Postcode, and Country are required.
The address must match the address listed in your Application form for this project.

Project 9 Scope of Works

--

This question is read only.

These are the activities that need to be completed with your SCCF funding. Completion of these activities are required upon acquittal of the funding.

Total Funded Amount for Project 9

\$	
----	--

This question is read only.

Supporting Documentation

Please ensure that all supporting documents (where applicable) are provided so that review of your Funding Deed can occur. The following documents may be required for this sub-project:

- Land owner's consent
- Development approval or proof of exemption
- Asset Management Unit approval - for projects located on Department of Education land ONLY
- Letters of support
- EVENTS & PROGRAMS - List of what, where and when your projects are being delivered where required

Attach a file:

--

Project 9 - Co-Contribution

SCCF5 - Funding Deed

Form Preview

Projects receiving grant funding of more than \$2 million require a minimum co-contribution of 25 percent of the total grant amount.

Project 9 Minimum Co-contribution Required

\$

This question is read only.

Project 9 - Outcomes Measures

Please confirm the outcome measures for project 9 and any existing baseline data for these outcomes.

Please upload any supporting evidence for the baseline date (if available).

Attach a file:

Project 10

Project 10 Title

This question is read only.

Project 10 Description

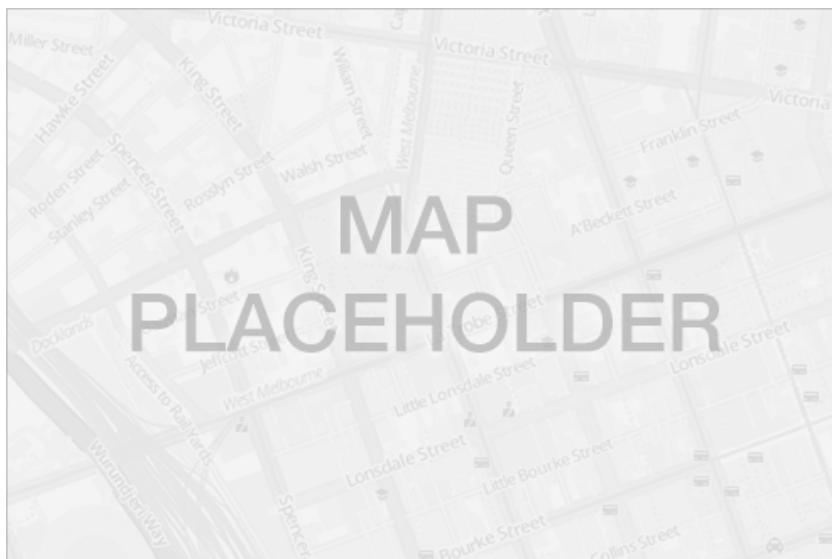
This question is read only.

Project Location for Project 10 *

Address

SCCF5 - Funding Deed

Form Preview



--	--

Address Line 1, Suburb/Town, State/Province, Postcode, and Country are required.
The address must match the address listed in your Application form for this project.

Project 10 Scope of Works

--

This question is read only.

These are the activities that need to be completed with your SCCF funding. Completion of these activities are required upon acquittal of the funding.

Total Funded Amount for Project 10

\$	
----	--

This question is read only.

Supporting Documentation

Please ensure that all supporting documents (where applicable) are provided so that review of your Funding Deed can occur. The following documents may be required for this sub-project:

- Land owner's consent
- Development approval or proof of exemption
- Asset Management Unit approval - for projects located on Department of Education land ONLY
- Letters of support
- EVENTS & PROGRAMS - List of what, where and when your projects are being delivered where required

Attach a file:

--

Project 10 - Co-Contribution

SCCF5 - Funding Deed

Form Preview

Projects receiving grant funding of more than \$2 million require a minimum co-contribution of 25 percent of the total grant amount.

Project 10 Minimum Co-contribution Required

\$

This question is read only.

Project 10 - Outcomes Measures

Please confirm the outcome measures for project 10 and any existing baseline data for these outcomes.

Please upload any supporting evidence for the baseline date (if available).

Attach a file:

Schedule B - Reporting Requirements

1. You must provide to the Department Progress Reports on the status of all on-going and completed Project(s) for the period to which the report relates, consisting of:
 - (a) a brief description of the Project(s) objective/s;
 - (b) all Projects Activities undertaken during the reporting period;
 - (c) the status of results achieved to date from the Project;
 - (d) the amount of the funding from the Grant and what has been expended on the Activities so far; and
 - (e) any other Project(s) information which the Department requests.
2. If the Department requires, you must use a standard Progress Report template via an online funding portal.
3. The Department may meet with you each year or at the Department's discretion, to discuss progress on the Project(s).
4. The Department may undertake site visits from time to time to ascertain progress of the Milestones on providing reasonable notice to you.

Checklist & Invoice Information

* indicates a required field

Supporting Documents & Funding Acknowledgment

SCCF5 - Funding Deed

Form Preview

Please ensure that all supporting documents (where applicable) have been provided so that review of your Funding Deed can occur.

Checklist - please select what documents that are being submitted with the Funding Deed

- ☐ Public Liability Insurance - required for all projects
- ☐ Invoices for the Instalment 1 amount of each Project listed in this Funding Deed

Upload supporting documentation

Attach a file:

I/we confirm that by accepting this offer and signing the Deed, I/we: *

- ☐ are aware that digital signatures are not allowed as part of this Deed
- ☐ agree to the Terms and Conditions within this Deed
- ☐ declare that all information provided as part of this Deed including attachments are true & correct
- ☐ agree to adhere to the Funding Acknowledgment guidelines as per clause 11 of the Terms and Conditions of this Funding Deed
- ☐ agree to provide the Department with a progress report when requested for this project in accordance with clause 10
- ☐ agree to provide an evaluation report to the Department when requested after the project has been completed
- ☐ agree to the Project period timeframes for project delivery

At least 7 choices must be selected.

Invoice information

Invoices to the Department for instalment claims should be the amount being claimed plus GST if your organisation is registered for GST, except for local councils or other Government agencies who will need to submit invoices excluding GST regardless of their ABN GST status.

Invoice for Instalment 1 is to be uploaded into the Funding Deed - **DO NOT post. Invoices to be uploaded in section below.**

Invoices should be addressed to:

Department of Regional NSW

ABN: 19 948 325 463

Locked Bag 6009

ORANGE NSW 2800

Upload invoice for Instalment 1 *

Attach a file:

Evaluation

As part of your funding deed, you will be required to participate in evaluation activities. This includes the completion of surveys administered by the Department, collecting and

SCCF5 - Funding Deed

Form Preview

reporting on outcomes data in your completion report and participating in evaluation research, including with third parties contracted by the Department, following the completion of your project.

In line with this requirement, please complete the short survey regarding the application process [here](#). This survey is best completed by the person who prepared the application. Feel free to forward the survey link to the most appropriate person in your organisation to complete the survey. Your responses will be used to inform an evaluation of our processes and continuously improve our programs. Any questions about this survey or how the data is used can be sent to evaluation@regional.nsw.gov.au

Please confirm that the survey has been completed *

☐ Yes

How to Submit your Funding Deed & Next Steps

HOW TO SUBMIT YOUR FUNDING DEED

Now that you have completed the Funding Deed information & uploaded your invoice and supporting documents, you will need to:

1. Save Progress
2. Click to the **next page to select the correct execution clause** - this is what allows the correct signature block to be inserted
3. Save progress again and go to **last page** of form and select "**Download PDF**" - this will provide you with a full version of your Funding Deed for signing.
4. **Print off a FULL copy** of your Funding Deed and have the authorised office bearers sign the Deed then get these witnessed by a 3rd or 4th person
5. Once signed, **scan the FULL Funding Deed** into your computer and then upload a copy of this back into the question below this section that says "**upload Signed Funding Deed**"
6. **Save progress and then submit** in SmartyGrants for review by the Department. You will **receive an email notification** if this has been submitted successfully.

NEXT STEPS

1. Once reviewed by the Department, if no additional information is required a copy of the executed Funding Deed will be emailed to you for your records.
2. Funding will be requested for release at the same time you receive a copy of your executed Deed.
3. You will receive a remittance to your nominated email address once funding has been released & cleared.

Contact details for Grants Management Office (GMO) team

The Grants Management Office (GMO) can be contacted via email at: gmo@regional.nsw.gov.au or 1300 107 754.

Please quote your SCCF5 Application ID number in the subject header of the email or when calling.

SCCF5 - Funding Deed

Form Preview

Execution of Deed

* indicates a required field

Signed, Sealed and Delivered for: *

Name of the Organisation receiving funding must match the name registered on the Organisation's ABN.

ABN

How to sign your Funding Deed?

Organisations differ in who is authorised within them to enter into a legal contract.

Before you can print a copy of your Funding Deed for signing please read below:

- To ensure that you insert the correct signature block into this Funding Deed you may need to refer to your organisations constitution.
- Please select from the options below to insert the correct signature block for your companies authorised signatories.

Organisations that select an incorrect signature block will be asked to amend and resubmit their Funding Deed in order for the Department to execute.

Please select the relevant option to insert the correct signature block to this Funding Deed: *

- ☐ 1. signatories are authorised bearers such as President/Treasurer/Secretary/General Manager (eg: incorporated organisations/Councils)
- ☐ 2. signatories are authorised bearers such as Director/s and/or Company Secretary (eg. Australian Company)
- ☐ 3. signatories are authorised bearers such as Partners or a person on behalf of a Partnership
- ☐ 4. signatories are authorised bearers such as a Trustee of a Trust (eg: individual trustee)
- ☐ 5. signatories are authorised bearers such as Company Trustee (eg: Companies listed as trustee of a Trust signing in its capacity as trustee of the Trust)
- ☐ 6. signatory is an authorised bearer such as Individual Person (eg: sole traders)

If you are unsure about who can sign a legal contract on behalf of your organisation, please refer to your organisation's constitution

Execution Clause 1

This section is for organisations that are not set up under a Corporations Act, refer to your organisations constitution.

Please note that signatories CANNOT witness each other.

I/we warrant that I/we have authority to sign this Deed on behalf of the organisation and agree with the Terms and Conditions of this Deed.

First Authorised Officer

Signature of first Authorised Officer:

Second Authorised Officer

Signature of second Authorised Officer:

SCCF5 - Funding Deed

Form Preview

Name & Title of first Authorised Officer

Name & Title of second Authorised Officer

In accordance with its constitution and, if applicable, any requirements for execution contained in the statute that established the recipient organisation in the presence of:

In accordance with its constitution and, if applicable, any requirements for execution contained in the statute that established the recipient organisation in the presence of:

Witness signature

Witness signature

Name of witness

Name of witness

Date

Must be a date.

Date

Must be a date.

Execution Clause 2

ONLY to be used for organisations that are a **Company** established under the **"Corporations Act 2001 (Cth)"**.

A company may execute a document without using a common seal if the document is signed by:

- 2 Directors of the company; or
- a Director **AND** a Company Secretary of the company; or
- for a "proprietary company" that has a Sole Director (who is also the sole company secretary)

****** If your organisation has a **Sole Director and Secretary**, the Sole Director and Secretary only need sign once - adding the statement "Sole Director and Company Secretary".

I/we warrant that I/we have authority to sign this Deed on behalf of the organisation and agree with the Terms and Conditions of this Deed.

Signature of Director

Signature of Director/Company Secretary

Name of Director

Name of Director/Company Secretary

Please cross out the irrelevant position title

Date

Date

SCCF5 - Funding Deed

Form Preview

Must be a date.

Must be a date.

Execution Clause 3

By entering into this Deed the signatory represents and warrants that the signatory is duly authorised to execute this Deed on behalf of the Partnership listed at the top of the page.
Signed, sealed and delivered for and on behalf of the Partnership listed at the top of the page by its authorised signatory:

Signature of Partner

Signature of Partner (if required)

Name of Witness

Name of Partner

Name of Partner

Signature of Witness

Upload a copy of the Partnership Deed or
Power of Attorney
Attach a file:

Address of Witness

Date

Must be a date.

Execution Clause 4

By entering into this Deed the signatory, as trustee for and on behalf of the Trust, represents and warrants that the signatory is duly authorised to execute this Deed on behalf of the Trust and that the trustee has the right to be fully indemnified out of the Trust assets for obligations incurred under the Deed. Note: Witness cannot be a party to the deed nor a beneficiary of the Trust. **Signed, sealed and delivered by the trustee in their capacity as trustee of the Trust before:**

Name of Trustee

Name of Witness

Signature of Trustee

Signature of Witness

Upload a copy of the Trust Deed
Attach a file:

Address of Witness

If you cannot provide a copy of the Trust Deed,
please include representation and warranty that

Date

SCCF5 - Funding Deed

Form Preview

the Trustee has the power to execute the Deed on behalf of the Trust.

Must be a date.

Execution Clause 5

Signed, sealed and delivered for and on behalf of the Company listed above, in its capacity as trustee of the Trust, in accordance with section 127 of the Corporations Act 2001 by:

Signature of Director (1)

Signature of Director (2)/ Company Secretary

Name of Director

Name of Director (2)/Company Secretary

Date

Must be a date.

Date

Must be a date.

Execution Clause 6

Signed, sealed and delivered by the individual signature below:

Signature

Signature of Witness

Name of Witness

Address of Witness

Date

Must be a date.

Upload Signed Funding Deed

Attach signed Funding Deed *

Attach a file:

Once uploaded - save progress, if nothing else required - SUBMIT form

SCCF Use Only - Department Execution Clause

Signed, sealed and delivered for and on behalf of the Crown in right of the State of New South Wales acting through the **Department** by it authorised signatory but not so as to incur personal liability:

Signature of Authorised Officer of the Department	Signature of Witness
<div></div>	<div></div>
Name of Authorised Signatory	Name of Witness
<div></div>	<div></div>
Position of Authorised Signatory	Date of Execution
<div></div>	<div></div>
	Must be a date.

SAMPLE ONLY
Instalment percentages yet to be determined