

Department of Enterprise,

Investment and Trade

Program Agreement

**Schedules**

Program: [Grant Program]

Contract ID: [#Insert contract ID]

Contract name: [#Insert contract name]

**Office of Responsible Gambling**

ABN 51 766 912 245

**[#Insert name of Grantee]**

ABN [#Insert ABN]

The Date of the Program Agreement – Schedules is **[#Insert the start date of the contract]**

These Schedules are to be read in conjunction with the Program Agreement - Standard Terms (the “**Agreement**”).

Capitalised terms, where used in these Schedules, have the same meaning as given in the Agreement unless the context requires otherwise.

|  |  |
| --- | --- |
| Parties |  |
| **Department** | *Agency:* **Office of Responsible Gambling (ORG)**, **4 Parramatta Square, 12 Darcy St, Parramatta NSW 2150**  *Department:* **The Crown in right of the State of New South Wales acting through the NSW Department of Enterprise, Investment and Trade (The Department)**  ABN 51 766 912 245 |
| **Grantee** | [*Insert organisation name ABN and address details*] |
| **Background** | 1. The Department agrees to provide the Grant to enable the Project to be undertaken in accordance with the objectives of the Program. |
| 1. The Grantee agrees to use the Grant in accordance with the terms and conditions of this Agreement. |
| **Agreement** | In consideration of the mutual promises, terms and condition contained in this document, the Parties agree as follows in the Operative Part of this document. |

**Operative Part**

****Agreement****

1. This Agreement comprises:

#### The Standard Terms [*insert link*];

#### The Specific Conditions

#### Schedule 1 - Particulars which are to be read in conjunction with the Standard Terms and the Specific Conditions and referred to in clauses A1 and A2;

#### Schedule 2 – the Application;

#### Schedule 3 - the Reporting Requirements; and

#### [*Insert any other documents to be incorporated by reference*]

### Subject to clause C, if there is any ambiguity in or inconsistency between the various part of the Agreement, the ambiguity or inconsistency will be resolved by applying the order of the precedence referred to above.

### The Specific Conditions will not prevail over any provision in the Standard Terms unless it is expressly stated in the Specific Conditions that such terms are to prevail.

### The Parties agree to perform their respective obligations in accordance with this Agreement.

### ****Schedule 1 - Particulars****

Clause references in these Particulars relate to the Standard Terms and/or the Specific Conditions applicable to the Program.

| **ITEM** | **PARTICULAR** | | **DETAILS** | |
| --- | --- | --- | --- | --- |
|  | **Term**  (Clause 1 Definitions and Interpretations, and 2 Term) | Commencement Date | The date this Agreement is signed by both parties (or the last date that a party executed this Agreement, if executed on different dates) | |
| Term |  | |
|  | **Program**  *Standard Terms* (Clause 1 Definitions) | *[Indicate which Program in relation to which the Payment is to be made and incorporate by reference any documents that describe the Program,]* | | |
|  | **Project**  *Standard Terms* (Clause 1 Definitions, 4 Agreement) | Project: *[Insert Project name]*  See **<insert a reference to the relevant schedule that contains further details of the project>** | | |
|  | **Activity**  *Standard Terms* (Clause 1 Definitions) |  | | |
|  | **Parties/**  **Authorised Representative**  *Standard Terms* (Clauses 1 Definitions, 25 Dispute resolution) | **Department Authorised Representative** | Name *[insert]*  Position *[insert]* Address *[insert]*  Phone *[insert]*  Email *[insert]* | |
| **Grantee Authorised Representative** | Name *[insert]*  Position *[insert]* Address *[insert]*  Phone *[insert]*  Email *[insert]* | |
|  | **Address for Notices**  *Standard Terms* (Clause 26 Notices) | **Department** |  | |
| **Grantee** |  | |
|  | **Insurances**  *Standard Terms* (Clause 22 Insurances) | **Type of Insurances** | **Minimum Sum Insured** | **Tick if Required** |
| Public Liability | $10 million per claim |  |
| Professional Indemnity | $1 million in respect of any one claim |  |
| Worker’s Compensation | As required by law |  |
|  | **Subcontracting**  *Standard Terms* (Clause 6 Subcontractors) | If no subcontractors required, insert N/A | | |
|  | **Acknowledgement and Publicity**  *Standard Terms* (Clause 21 Acknowledgement and Publicity) | [#Insert any specific Agency requirements regarding the form and manner that the acknowledgment of funding in any publications, advertising and promotional materials must take. If none apply, insert "None stated"] | | |

| **ITEM** | **PARTICULAR** | | **DETAILS** | | | |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Grant**  *Standard Terms* (Clauses 1 Definitions, 4 Agreement, 7 Payment, 10 Withholding, Suspension, Changes to Payments and Repayment)  *Specific Conditions PHD Scholarship and Research Fellowships* (Clauses 3 Administration of the Payment, 4 Holding of Payment) | **Total amount** | The Grant is capped and is made in accordance with the Project of a maximum amount if $<insert amount> (GST exclusive) payable in Instalments into the Grantee’s nominated account | | | |
| **Instalment** | **Amount of Payment** | **Milestone Trigger** | **Activity** | **Payment Date** |
|  |  |  |  |  |
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| **ITEM** | **PARTICULAR** | | **DETAILS** |
| --- | --- | --- | --- |
|  | **Payment Terms**  *Standard Terms* (Clauses 1 Definitions, 7 Payment) | 30 days from the receipt of a Correctly Rendered Tax Invoice | |
|  | **Correctly Rendered Invoices**  *Standard Terms* (Clauses 1 Definitions, 7 Payment, 9 Correctly Rendered Invoice) | **Address** | <insert correct name of agency>  NSW Department of Enterprise, Investment and Trade  ABN 51 766 912 245  GPO Box 7060  Sydney NSW 2001 |
| **Nominated ORG officer and contact details** | Name:  Email: |
|  | **Dispute Resolution**  *Standard Terms* (Clause 25 Dispute Resolution) | **Our Nominated representative** |  |
| **You Nominated representative** |  |
| **Our Senior representative** |  |
| **Your Senior representative** |  |
|  | **Specific Conditions**  *Standard Terms* (Clauses 1) | 1. **Effect of Specific Conditions**   For the purposes of clause 3.3 of the Agreement, where there is an inconsistency between the following Specific Conditions, and the Standard Terms and Conditions, the following Specific Conditions will prevail over the Standard Terms and Conditions to the extent of the inconsistency.   1. **Additional definitions**   In this Schedule, the following terms have the following meaning:  **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 the time, a value of over $5,000 inclusive of GST, but does not include Project Material.   1. **Capital Equipment**   Grantees which acquire Capital Equipment must comply with the following requirements: any Capital Equipment acquired with the Payment for the purposes of the Project will become your property and you will be fully responsible for, and bear all risks relating to, the use or disposal of all Capital Equipment;you must not acquire any Capital Equipment with the Payment unless the Capital Equipment is specified in the Application or the Department has provided you with prior written consent to acquiring that Capital Equipment;you must for the term of this Agreement not sell, restrict, cease to use or otherwise dispose of any Capital Equipment acquired with the Payment without first obtaining written consent from the Department; andyou must keep financial records in relation to Capital Equipment acquired, sold, written-off or otherwise disposed of during each Financial Year. | |
|  | **Additional Documents** | **<**List the additional Documents that are relevant to this project in order of precedence>   1. Schedule 2 2. Schedule 3 3. Schedule 4 4. <insert> 5. <insert> | |

**EXECUTION – executed as an agreement on the last date of signing below**

The parties agree that by signing this document they enter into an Agreement comprising of the following documents (in the order of precedence described in clause 3 of the Agreement):

1. the Program Agreement - Standard Terms;
2. the Program Agreement – Schedules:
   1. Schedule 1 – Particulars
   2. Schedule 2 – Application
   3. Schedule 3 – Reporting Requirements
   4. List any other schedules; and

1. any other Attachments.

|  |  |
| --- | --- |
| **Signed** for and on behalf of the Crown in Right of the State of New South Wales, acting through the **Department of Enterprise, Investment and Trade** ABN 51 766 912 245, by its duly authorised signatory, but not so as to incur personal liability  <insert name> |  |
| Department of Enterprise, Investment and Trade, Office of Responsible Gambling | Signature |
|  |  |
|  |  |
|  | date |

[#Note: Select execution clause that is appropriate to the Provider's structure and proposed method of execution and delete the execution clause that does not apply]

Where Grantee is a corporation – execution by two directors>

|  |  |  |
| --- | --- | --- |
| **Signed** by **[#Insert Grantee name]** ABN **[#Insert Grantee ABN]** by: |  |  |
| Signature of director/company secretary |  | Signature of director |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print full name |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print full name |
|  |  |  |
|  |  |  |
| Date |  | Date |

OR

Where the Grantee is another type of incorporated entity

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Signed** for and on behalf of **[#Insert Grantee name]** ABN **[#Insert GranteeABN]** by its duly authorised officer in the presence of: | |  | |  |
|  | |  | |  |
| Signature of witness |  | | Signature of authorised officer | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name of witness |  | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of authorised officer | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |  | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position of authorised officer | |

OR

<Alternative – Where <insert reference> is a natural person>

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Signed** by **[#Insert Grantee name]** in the presence of: | |  | |  |
|  | |  | |  |
| Signature of witness |  | | Signature of Grantee | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name of witness |  | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of authorised officer | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |  | |  | |

OR

<Alternative – Where <insert reference> is a partnership>

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Signed** by <insert name of partner authorised to sign on behalf of the Partnership>, Partner  for and on behalf of **[#Insert Grantee name]** ABN **[#Insert GranteeABN]** in the presence of: | |  | |  |
|  | |  | |  |
| Signature of witness |  | | Signature of Partner | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name of witness |  | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Partner | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |  | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position of Partner | |

**<INSERT THE RELEVANT ADDITIONAL DOCUMENTS AS LISTED UNDER ITEM 15, AS SCHEDULES HERE.>**

**Schedule 2 – Application**

**Schedule 3 – Reporting Requirement**

**Schedule 4 -**