



Department of Creative Industries,
Tourism, Hospitality and Sport

Program Agreement

Schedules

Program: Clubgrants Category 3 Infrastructure Grant

Contract name: [Sport & Recreation July 2022]

Office of Responsible Gambling

ABN 51 766 912 245

[#Insert name of Grantee]

ABN [#Insert ABN]

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 Creative Industries, Tourism, Hospitality and Sport (The Department)

ABN 51 766 912 245

Grantee **Insert organisation name**
address details
ABN

Background A. The Department agrees to provide the Grant to enable the Project to be undertaken in accordance with the objectives of the Program.

B. 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

- A. This Agreement comprises:
1. The Standard Terms www.nsw.gov.au/sites/default/files/2022-05/FORG%2520Standard%2520Terms
 2. The Specific Conditions
 3. Schedule 1 - Particulars which are to be read in conjunction with the Standard Terms and the Specific Conditions referred to in clauses A1 and A2;
 4. Schedule 2 - the Reporting Requirements;
 5. Schedule 3 - General Invoicing
 6. Schedule 4 - Media; and
 7. Schedule 5 - Variations
- B. 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.
- C. 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.
- D. 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
1.	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	2 years
2.	Program <i>Standard Terms</i> (Clause 1 Definitions)	Clubgrants Category 3 Infrastructure Grants Program ORG Infrastructure Grants 2022 v4.pdf (nsw.gov.au)	
3.	Project <i>Standard Terms</i> (Clause 1 Definitions, 4 Agreement)	Project: [Insert Project name]	
4.	Activity <i>Standard Terms</i> (Clause 1 Definitions)	Infrastructure Grants	
5.	Parties/ Authorised Representative <i>Standard Terms</i> (Clauses 1 Definitions, 25 Dispute resolution)	Department Authorised Representative	Name: Alison Parkinson Position: Director Address: Office of Responsible Gambling (ORG), 4 Parramatta Square, 12 Darcy St, Parramatta NSW 2150 Phone: 02 9995 0992 Email: info@responsiblegambling.nsw.gov.au
		Grantee Authorised Representative	Name: Position: Address: Phone: Email:
6.	Address for Notices <i>Standard Terms</i> (Clause 26 Notices)	Department	Office of Responsible Gambling (ORG) 4 Parramatta Square, 12 Darcy St Parramatta NSW 2150 Postal Address: GPO Box 7060 Sydney NSW 2001
		Grantee	Organisation name # Street Suburb NSW & Postcode

ITEM	PARTICULAR		DETAILS	
7.	Insurances <i>Standard Terms</i> (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	√
8.	Subcontracting <i>Standard Terms</i> (Clause 6 Subcontractors)	N/A		
9.	Acknowledgement and Publicity <i>Standard Terms</i> (Clause 21 Acknowledgement and Publicity)	Refer to Schedule 4 - Media		

ITEM	PARTICULAR		DETAILS			
10.	Grant <i>Standard Terms</i> (Clauses 1 Definitions, 4 Agreement, 7 Payment, 10 Withholding, Suspension, Changes to Payments and Repayment)	Total amount	The Grant is capped and is made in accordance with the Project of a maximum amount of \$<insert amount> (GST exclusive) payable in Instalments into the Grantee's nominated account			
		Instalment	Amount of Payment	Milestone Trigger	Activity	Payment Date
		1.	\$	On execution of Program Agreement, receipt of bank statement and provision of a correctly rendered invoice.	Funding Agreement is finalised, signed and submitted to Office of Responsible Gambling.	Within six weeks of Funding Agreement execution.
		2.	\$	Final Report, Acquittal and Financial Statement submission within 30 days of completion of the Project.	Submission of satisfactory Final Report, Acquittal and Financial Certification Statement. The Final Report must include: <ul style="list-style-type: none"> - details on achievement of Project milestones as outlined in your approved application; - details on the final Project output/outcomes including details on Project design and ongoing commitment as outlined in your application; - Project materials (e.g. photographs, promotional material); and - any other supporting documents requested by us. Acquittal and Financial Certification Statement as per Schedule 2.	Within six weeks of receipt of satisfactorily completed final acquittal.

ITEM	PARTICULAR	DETAILS	
11.	Payment Terms <i>Standard Terms</i> (Clauses 1 Definitions, 7 Payment)	30 days from the receipt of a Correctly Rendered Tax Invoice	
12.	Correctly Rendered Invoices <i>Standard Terms</i> (Clauses 1 Definitions, 7 Payment, 9 Correctly Rendered Invoice)	Address	All Tax Invoices must be clearly addressed to: Office of Responsible Gambling NSW Department of Creative Industries, Tourism, Hospitality and Sport ABN 51 766 912 245 GPO Box 7060 Sydney NSW 2001 Refer to Schedule 3 – General Invoicing
		Nominated ORG officer and contact details	Name: Grants Team, Office of Responsible Gambling Email: info@responsiblegambling.nsw.gov.au
13.	Dispute Resolution <i>Standard Terms</i> (Clause 25 Dispute Resolution)	Our Nominated representative	John McInerney, Manager, Governance, Grants & Support Office of Responsible Gambling
		You Nominated representative	
		Our Senior representative	Alison Parkinson, Director, Office of Responsible Gambling
		Your Senior representative	

<p>14.</p>	<p>Specific Conditions <i>Standard Terms</i> (Clauses 1)</p>	<p>1. Effect of Specific Conditions</p> <p>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.</p> <p>2. Additional definitions</p> <p>In this Schedule, the following terms have the following meaning:</p> <p>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.</p> <p>3. Capital Equipment</p> <p>Grantees which acquire Capital Equipment must comply with the following requirements:</p> <ul style="list-style-type: none"> a) 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; b) 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; c) 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; and d) you must keep financial records in relation to Capital Equipment acquired, sold, written-off or otherwise disposed of during each Financial Year.
<p>15.</p>	<p>Additional Documents</p>	<ul style="list-style-type: none"> 1. Schedule 2 - Reporting Requirements 2. Schedule 3 - General invoicing 3. Schedule 4 - Media 4. Schedule 5 - Variations

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):

- (a) the Program Agreement - Standard Terms;
- (b) the Program Agreement – Schedules:
 - a. Schedule 1 – Particulars
 - b. Schedule 2 – Reporting Requirements
 - c. Schedule 3 – General Invoicing
 - d. Schedule 4 – Media
 - e. Schedule 5 – Variations

Signed for and on behalf of the Crown in Right of the State of New South Wales, acting through the Department of Creative Industries, Tourism, Hospitality and Sport **ABN 51 766 912 245**, by its duly authorised signatory, but not so as to incur personal liability

Alison Parkinson

Director, Office of Responsible Gambling, Department of Creative Industries, Tourism, Hospitality and Sport, Office of Responsible Gambling

Signature

Date

Signed by [#Insert Grantee/Your Organisation name] ABN [#Insert Grantee ABN] by:

Signature of Authorised Representative

Print full name of Authorised Representative

Position of Authorised Representative

Date

- Schedule 2 – Reporting Requirements**
- Schedule 3 – General Invoicing**
- Schedule 4 – Media**
- Schedule 5 – Variations**

Schedule 2 – Reporting Requirements

Reporting requirements:

1. You must provide to the Department:

(a) Reports meeting the description and requirements specified below, at the times and frequency specified below.

We may prescribe the form of reports and manner of submission by written notice to you from time to time.

(b) All financial reports must comply with Australian Accounting Standards issued by the Australian Accounting Standards Board, as amended from time to time.

Report name	Description	Special requirements	Reporting period and frequency of submission
Progress Reports	1. A report documenting progress of the Project (format will be provided by Office of Responsible Gambling).	The report must be signed by your authorised representative. The information in the Progress Report will be used to confirm expenditure of the Grant, as well as provide evidence of meeting Project milestones.	Report to be submitted to us every six months after the Project start date.

Report name	Description	Special requirements	Reporting period and frequency of submission
Final Report	1. A report documenting completion of the Project (format will be provided by Office of Responsible Gambling); 2. A copy of promotional and marketing material and any media reports relating to the Project.	The information in the Final Report will be used to confirm expenditure of the Grant, as well as provide evidence of meeting Project milestones. All unspent Grant money must be returned to us electronically by EFT direct to our bank, on the same day as the Final Report is submitted to us.	Report to be submitted to us within 30 days of the earlier of: (a) the completion of the Project; (b) the expiry of this Agreement; or (c) the termination of this Agreement.

Project Acquittal and Financial Certification	<p>1. The following financial information:</p> <ul style="list-style-type: none"> (a) Certified Profit & Loss Statement; and (b) Any additional documents required in accordance with any notes to the financial statements. 	<p>The Profit & Loss Statement must be:</p> <ul style="list-style-type: none"> (a) prepared in accordance with Australian Accounting Standards and any statutory requirements that govern your accounting and financial records; (b) be signed by your Chief Financial Officer or equivalent authorised officer; and (c) incorporate a statement by an independent qualified accountant certifying that the financial statements present fairly that the Grant has been spent solely on the Project and in accordance with the Agreement. 	
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2. You also acknowledge and agree:

- (a) the Department will maintain regular contact with you to monitor implementation of this Agreement including site visits as required by the Department;
- (b) in addition to any other reporting obligations under this Agreement, you must, if the Department requests, provide additional information to the Department concerning the Project, subject to the Department's request being reasonable in terms of administrative overheads and costs involved with compliance.

3. The Department may use any information contained in reports it receives from you subject to compliance with its obligations under this Agreement not to disclose your Confidential Information.

Schedule 3 – General Invoicing

1. All Tax Invoices must:

- a) be clearly addressed to:
NSW Department of Creative Industries, Tourism, Hospitality and Sport
Att: Office of Responsible Gambling
ABN **51 766 912 245**
GPO Box 7060
Sydney NSW 2001
- b) be emailed direct to a nominated Office of Responsible Gambling officer or to info@responsiblegambling.nsw.gov.au; and
- c) display prominently the words “Tax Invoice”.

2. All Tax Invoices must contain the following information:

- a) the word “Tax Invoice”
- b) tax invoice date
- c) tax invoice reference number
- d) the name of the Project
- e) vendor name, address and contact details including telephone and email
- f) vendor ABN
- g) vendor EFT payment details including bank name, BSB, account number, account name
- h) the total amount requested with GST breakdown.

3. You must provide a copy of a bank statement (not more than 3 months old) in order to validate the bank details on your invoice. The document must show the Account Name, Account Address, BSB & Account Number. This document can be:

- a) a copy of a screenshot
- b) a letter from the bank
- c) part of a statement with the above details (you do not have to show any account transactions).

Note: EFTSure has been engaged by the Department to perform independent bank verification. You may receive a phone call as well as an email as part of the verification process.

For more information on this process please read the information on the website here: <https://buy.nsw.gov.au/resources/eftsure>

Schedule 4 – Media

Media, Public Announcements and Acknowledgement

1. You must ensure that any media opportunities and speaking engagements relating to this Grant or Project are discussed with and approved by the Department two (2) months prior to the event or publication.
2. You must ensure the following wording and graphics appear on all published materials:
 - (a) Funded by the NSW Government; and
 - (b) Approved NSW Government brand marks including logo and graphics
3. Verbal recognition of NSW Government support should be acknowledged across all media, publicity and public engagements.
4. Signage requirements are as per the NSW Government *NSW Funding Acknowledgement Guidelines* as set out at: [Funding Acknowledgement Guidelines | NSW Government](#)
5. You can access NSW Government logos and templates as outlined in the above Guidelines here: <https://www.dropbox.com/sh/60rq16bgkay9l9l/AACRMI1BHTKow94CICV1a1Da?dl=0>

Schedule 5 – Variations

Making changes to your funded Project or Service

All funded Projects and services should be delivered as outlined in your original Grant application and Program Agreement.

We understand sometimes things need to change. If you want to alter part of your Project or service delivery, please call the Grants Team on (02) 9995 0992 **before** making any changes.

What changes are acceptable?

Some changes are small and will not require a formal variation request. When you ring the Grants Team we will let you know if you are in this category.

Other changes are more significant and need approval from Office of Responsible Gambling to ensure the Project or service still achieves what it was funded to do. If this is the case, the team will ask you to submit a written Variation Request.

Can I ask for more money?

Requesting additional funding will depend on the type of Grant you have been given:

- Project Grants: this is one-off funding and no option for additional funds is provided.
- Service Delivery Grants: recipients may be entitled to additional funds for unforeseen expenses that may impact on service delivery and cannot be managed within the existing funding.

When to ask for a variation?

Whether you are seeking a variation to make a change to a Project or requesting more money for service delivery, you must ring the Grants Team **before** you make changes or spend additional funds.

Variations can only be approved for future events. You cannot ask for a variation for reimbursement or a change already made. If you make a change without approval you may be in breach of your Funding Agreement. In addition, for Project Grants, you may be requested to place all activities on hold while your Variation Request is assessed. So make sure you contact the Grants Team as soon as you start considering any changes.

How do we decide if a variation is approved?

When assessing Variation Requests, the following are considered:

- the type and scope of change to the Project/service delivery
- the impact on intended outcomes including delivery timeframes and Project/Service delivery beneficiaries
- if the change still fits within the Grant eligibility and assessment criteria to ensure equity and fairness to all applicants of the funding program.

When will you know if your variation is successful?

You will receive an update on your written Variation Request within 10 working days from when we receive your email. In most instances this first update will let you know if your request is approved or unsuccessful. If you requested significant changes, the update will let you know how much longer the assessment is likely to take and if any additional information is required.

Once a decision is made, the outcome of your Variation Request will be emailed to you. If approved you will receive any special conditions and if required, a Funding Variation will be attached to your Program Agreement.

Steps for a variation

1. Contact the Grants Team to discuss your variation needs on:

Phone

(02) 9995 0992

Translating and Interpreter Service

131 450

Relay Service

133 677 (TTY) or 0423 677 767 (SMS relay).

2. If advised by the Grants Team, submit a variation request in writing.
3. Assessment of Variation Request by Office of Responsible Gambling.
4. Office of Responsible Gambling will provide an update on your variation within 10 days of receiving your written request.