

# DRAFT - NPCC9 - Funding Deed

## Form Preview

### Introduction

#### Information about your Funding Deed

You will be required to submit a signed Funding Deed, Invoice & any requested supporting documents in order to have your funding released. Funding will only be released once all supporting documentation is reviewed and approved by the Department.

If you require assistance or clarification to complete this form - please contact the Grants Management Office at [gmo@dpird.nsw.gov.au](mailto:gmo@dpird.nsw.gov.au)

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 or 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 and the organisation has received a copy of the Executed Funding Deed for their records.

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

### Background

A. The Newcastle Port Community Contribution Fund (Round 9) support projects focussed on infrastructure upgrades, new amenities, programs and events that provide community benefit to Newcastle Port and surrounding areas.

B. You have applied for the Grant under the Program for your Project.

C. You will use the Grant to fund particular Activities of your Project.

D. The Department will pay the Grant to you, and you agree to be responsible for completing the Activities, reporting and other obligations, as set out in this Deed.

### Details

\* indicates a required field

#### Department

**Name** The Crown in right of the State of New South Wales acting through the Department of Primary Industries and Regional Development

**ABN** 19 948 325 463

**Division** Enabling Services

**Address** 105 Prince Street, Orange, NSW 2800

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### Department Authorised Officer

**Name** Lynda Brakenridge

**Position** A/Director - Regional Programs and Evaluation

**Address** 105 Prince Street, Orange, NSW 2800

**Telephone** 1300 107 754

**Email** gmo@dpird.nsw.gov.au

### 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	<a href="#">More information</a>
ACNC Registration	
Tax Concessions	
Main business location	

Must be an ABN.

### Your Authorised Officer

*(The Authorised Officer should be senior to the person managing the Project day to day. The Authorised Officer will receive any formal notices under the Deed.)*

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### Authorised Officer Name \*

First Name

Last Name

### Authorised Officer Position \*

### Authorised Officer Address \*

Address

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

### Authorised Officer Phone Number \*

Must be an Australian phone number.

### Authorised Officer Mobile \*

Must be an Australian phone number.

### Authorised Officer Email \*

Must be an email address.

## Project Contact Information

### Have any of the project contact details changed from your Application? \*

- Yes  
 No

If yes, you will be required to provide updated details.

## Project Contact Update

Complete if ANY contact details are different to contact details provided in your Application.

### Project Contact Name

Title

First Name

Last Name

### Project Contact Position

### Project Contact Phone Number

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Must be an Australian phone number.

### Project Contact Email

Must be an email address.

### Program

Newcastle Port Community Contribution Fund (Round 9)

### Program Guidelines

The published guidelines for the Program as at the Commencement Date.

### Project

The Project is funded under the Program. Details of the Project are set out in **Schedule A - Project Plan** and documents attached or cross-referenced in this Deed.

### Project Title

This question is read only.

### Site

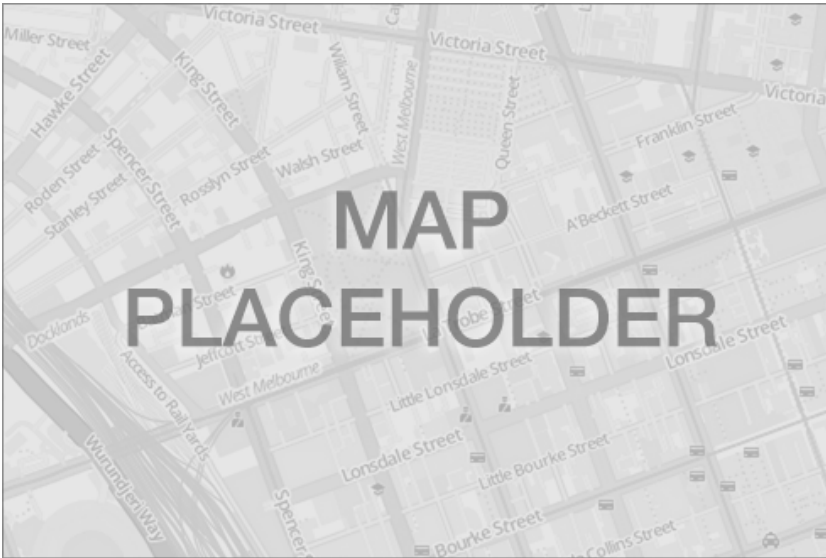
*(where the Project will be carried out)*

### Project Location \*

Address

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

**If your project will be delivered at multiple sites, please list all full location addresses below.**

**Local Government Area which will be the primary beneficiary for your Project.**

Grant

**Grant Amount**

This question is read only.

A maximum total amount of funding granted (ex GST) payable in instalments to your organisation.

**Commencement Date (of this Deed):**

The date on which this Deed is executed by the last party.

**Maintenance Period**

A period of five years from when the Department agrees in writing that you have completed the Project.

**Invoice Requirements**

Upload invoice in Smartygrants.

## Special Conditions

### 1. SC. Your Co-Contribution

- 1.1. Your Co-Contribution is a minimum amount of \$[insert].
- 1.2. Your Co-Contribution must be in cash, not in-kind.
- 1.3. You must spend Your Co-Contribution on the Project.
- 1.4. As and when the Department requires, you must provide evidence of your expenditure of Your Co-Contribution on the Project.
- 1.5. You cannot use funding from other NSW Government grants as Your Co-Contribution.

### 2. SC. Timing

- 2.1. You must commence the Project within **6 months** of the Commencement Date.
- 2.2. You must complete the Project by the completion date specified in **Schedule A-Project Plan**.
- 2.3. You warrant that, to the best of your knowledge, no serious planning, construction, zoning or other impediments exist which may impede delivery of the Project on time.
- 2.4. You warrant that you have the necessary expertise (or can subcontract experienced and qualified personnel) to deliver the Project on time.

### 3. SC. Consent of land owner

- 3.1. If you are not the owner of all or part of the Site, you agree and warrant that you:
  - (a) have obtained the written approval and agreement of the land owner to construct, install or otherwise deliver the Project at the Site; and
  - (b) have obtained the written agreement of the land owner to notify you during the Maintenance Period of any proposal to sell or lease the Site.

## Terms and Conditions

### Definitions and Term

#### 1. Interpretation and Definitions

##### 1.1. Interpretation

Unless the context requires otherwise, in this Deed:

- (a) the terms defined in the Details have the meaning ascribed to them there;
- (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) specific examples do not limit the meaning of general words introduced by “including” or “for example” or similar expressions;

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- (d) monetary amounts are expressed in Australian dollars;
- (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 grounds 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

Unless the context requires otherwise, in this Deed:

**Activity** means the activities and/or agreed results which you must achieve, as described in **Schedule A - Project Plan**, which are elements of the Project.

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

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

**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 and expenses on a full indemnity basis.

**Confidential Information** means any written or oral information of a party that:

- (a) is by its nature confidential;
- (b) is designated as confidential; or
- (c) the receiving party knows or ought to know is confidential,

but does not include information which is or becomes public knowledge other than by breach of this Deed.

**Correctly Rendered Invoice** means an invoice that:

- (a) sets out your contact details including ABN;
- (b) specifies the amount to be paid, and whether or not this includes GST;
- (c) identifies this Deed and any Activities to which the payment applies; and
- (d) is sent in accordance with the Invoice Requirements specified in the Details or otherwise notified by the Department.

**Data Breach** means any access to, or disclosure of, information in your possession or control which includes data (including Personal Information):

- (a) that the Department provided to you; or
- (b) that you have obtained in the course of carrying out the Activities;

unless such access or disclosure complies with this Deed.

**Deed** means this funding deed document and includes the Details, Special Conditions, Terms and Conditions, **Schedule A - Project Plan**, **Schedule B - Reporting Requirements** and any other schedules, annexures or other documents cross-referenced in this deed.

**Eligible Cost** means a cost you incur in relation to the Project or Activities, which:

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comes within the categories listed in **Schedule A - Project Plan**, or which

(a) the Department has approved in writing at its discretion; and

(b) is not excluded under **clause 7.2** (Eligible Costs).

**Financial Statements** means financial statements of income and expenditure in respect of the Grant as referred to in **clause 15** (Financial information).

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

**Instalment** means a payment of part of the Grant which the Department will pay to you as set out in **Schedule A - Project Plan**.

**Intellectual Property or IP includes:**

(a) all present and future rights conferred by statute, common law or equity 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 as defined in the *Copyright Act 1968* (Cth).

**Law** means any applicable:

(a) statute, rule, regulation, by-law or statutory instrument of the Commonwealth, any State or Territory, or local government area;

(b) order, request or direction issued by a regulator or other authority; or

(c) other requirement having the force of law;

as amended, consolidated or replaced from time to time.

**Notice** means any approval, consent, instruction, order, direction, statement, request or certificate, or other communication one party gives to another party in writing under this Deed.

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

**Privacy Legislation** means the *Privacy and Personal Information Protection Act 1998* (NSW), *Health Records and Information Privacy Act 2002* (NSW) and the *Privacy Act 1988* (Cth) and includes any directions, regulations, codes of practice and principles made under those Acts.

**Progress Report** means a written progress report referred to in **clause 14** (Progress Reports).

**Project Material** means any data, reports, images, online content or other material created as part of or in performance of the Project.

**Related Funding** means any existing or proposed funding arrangement that concerns the Project, the Activities or any related matters.

**Security Interest** has the meaning given in the *Personal Property Securities Act 2009* (Cth).

**Significant Asset** means an item of capital expenditure (such as equipment, infrastructure or facilities but excluding real property), the value of which exceeds \$5,000, which you acquire, create or upgrade wholly or partly with the Grant.

## 2. Term

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2.1. This Deed will commence on the Commencement Date.

2.2. This Deed will end:

- (a) if there is a Maintenance Period, on expiry of the Maintenance Period; or
- (b) otherwise, when you have completed the Project to the Department's satisfaction and the Department has paid all Instalments due.

## What you must do

### 3. Your general obligations and warranties

3.1. You must:

- (a) use the Grant only for the Activities;
- (b) ensure each Activity is completed within the Activity Period in accordance with this Deed;
- (c) comply with all Laws that are relevant to the Project, this Deed, or your registration as an entity;
- (d) comply with all policies, guidelines and reasonable directions the Department provides to you;
- (e) comply with the Program Guidelines; and
- (f) not do anything that may cause damage to the reputation of the Department or the Program.

3.2. You represent and warrant that at the date you execute this Deed:

- (a) all information which you have provided to the Department is true and correct;
- (b) you have full power and authority to enter into this Deed and to perform your obligations;
- (c) you have the expertise, skills and resources to perform your obligations under this Deed;
- (d) you have obtained all necessary project, activity and planning approvals necessary for your Project; and
- (e) you are not aware of any circumstances, including any financial circumstances or litigation or other proceeding that are taking place, pending or threatened, which might affect your ability to comply with the Deed or which may cause damage to the reputation of the Department or the Program.

3.3. You must promptly notify the Department as soon as you become aware of:

- (a) any material change to your legal status or to any representation and warranty given under this Deed, including if your financial circumstances change or you become subject to legal proceedings;
- (b) any significant delay or suspension of the Project;
- (c) your inability to proceed with the Project;
- (d) any other matter that is reasonably likely to adversely affect your conduct of the Activities or your performance of this Deed;
- (e) (where you own or lease the Site) your intention to sell or lease any part of the Site; or
- (f) (where you do not own or lease the Site) a proposal to sell or lease any part of the Site,

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and, in consultation with the Department, you must take available steps to lessen the impact of any such adverse event.

#### **4. No overlap with other funding**

4.1. You agree that there must be no overlap between the Activities funded under this Deed and activities covered by any other funding arrangements you have entered into, or that you may enter subsequently.

4.2. You must:

- (a) notify the Department immediately of any Related Funding; and
- (b) cooperate with the Department and the provider of the Related Funding to ensure that there is a clear distinction between the Activities funded by this Deed and the activities you are required to carry out under the Related Funding deed.

#### **5. Significant Assets**

5.1. During the term of this Deed, you must:

- (a) retain ownership of the Significant Assets;
- (b) maintain the Significant Assets in good order at your cost;
- (c) immediately notify the Department if for any reason you will become unable to maintain the Significant Assets, including if the Site is to be sold or leased;
- (d) not demolish, remove, dispose of nor otherwise interfere with the Significant Assets;
- (e) record the Significant Assets in an asset register and keep that register current;
- (f) hold the Significant Assets on trust for the Department in proportion to the amount which the Grant contributes to the value of the Significant Asset; and
- (g) do all things which the Department requests, including executing any necessary documents, to give full effect to, and protect, the trust created by this clause.

5.2. If this Deed and the transactions contemplated by it give rise to a Security Interest, you must do anything requested by the Department (at your cost) including executing further documents for the purposes of:

- (a) ensuring that the Security Interest is enforceable, perfected or otherwise effective and has the highest priority possible;
- (b) enabling the Department to apply for registration, or give any notification, in connection with the Security Interest; or
- (c) enabling the Department to exercise any right in connection with a Security Interest and this Deed.

5.3. To the extent permitted by law:

- (a) you waive any right which you may have under the *Personal Property Securities Act 2009* (Cth) to receive anything from the Department, including a notification that the Security Interest has been registered; and
- (b) you will not do anything to prejudice any Security Interest in favour of the Department, including that you will not permit a third party to register any Security Interest, or obtain an interest, in the Significant Assets.

#### **6. Variations to the Project**

6.1. If you wish to vary the Project, including any Activity or other matter set out in **Schedule A- Project Plan** such as:

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- (a) changes to the scope of the Project or the Site or revised priorities for the Project; or
- (b) changes to the timeframe for delivery of the 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 decide whether or not to approve your request in its sole discretion. No variation is approved until the Department notifies you in writing of its approval.

## About the Grant

### 7. Eligible costs

7.1. You must spend the Grant only on Eligible Costs.

7.2. Costs relating to the following are excluded from the definition of Eligible Costs:

- (a) equipment financing arrangements;
- (b) insurance;
- (c) marketing campaigns;
- (d) depreciation of plant and equipment beyond the life of the Project;
- (e) non-Project related staff training and development;
- (f) alcohol or entertainment;
- (g) government acknowledgement signage; and
- (h) any other costs listed in the Program Guidelines as being ineligible.

### 8. Your responsibility for cost overruns

8.1. The Grant is the maximum amount which the Department will pay to you in respect of the Project. You warrant that you have prepared or approved a scope of works and costs estimate for the Project before signing this Deed.

8.2. You agree that:

- (a) you are responsible for any costs for the Project that exceed the Grant, whether or not you expected to incur such costs before signing this Deed;
- (b) you will obtain any additional funding necessary to carry out the Project; and
- (c) you are responsible for all maintenance costs relating to the Project.

### 9. Paying Instalments

9.1. The Department will pay the Instalments as set out in **Schedule A- Project Plan** on condition that you have provided the Department with:

- (a) a Correctly Rendered Invoice that clearly identifies the Instalment you are claiming;
- (b) evidence that you have performed the Activities within the applicable Activity Periods;
- (c) evidence that you have spent any previous Instalments in accordance with this Deed; and
- (d) any additional information which the Department requires to satisfy itself that you are complying with all of your obligations under this Deed.

9.2. The Department will pay an Instalment within 30 days of receiving all documents required under **clause 9.1**.

9.3. On receiving an Instalment, you must immediately deposit it in your account with an Australian branch of an established bank, building society or credit union, which you alone control and allows for the Grant to be separately identified. You must keep the Instalment monies on trust for the Department in such account until you require it for an Activity or repay it to the Department under **clause 11** (Repaying and deducting amounts).

9.4. Notwithstanding **clauses 9.1** and **9.2**, if the Department pays you an Instalment, it may require you to repay all or part of the amount under **clause 11** (Repaying and deducting amounts).

### **10. Changing and withholding Instalments**

10.1. The Department may change the amount of the Instalment (but not the total Grant) by issuing you with a Notice setting out the details of the changes.

10.2. The Department may, on giving Notice, withhold payment of any Instalment if, and for so long as, the Department reasonably believes that:

- (a) you have not complied with this Deed; or
- (b) circumstances exist which might affect your ability to perform the Deed or which may cause damage to the reputation of the Department or the Program.

10.3. If the Department withholds an Instalment under this **clause 10**, you must continue to perform your obligations under this Deed.

### **11. Repaying and deducting amounts**

11.1. You must immediately notify the Department if:

- (a) you incorrectly claim an amount of the Grant;
- (b) you spend an amount not in accordance with this Deed; or
- (c) an amount:
  - i. has been overpaid;
  - ii. is surplus to the requirements of an Activity; or
  - iii. is unspent upon termination or expiry of this Deed,and you must promptly repay any such amount.

11.2. This **clause 11.2** applies if you:

- (a) fail to complete the Project on time;
- (b) fail to comply with **clause 5** (Significant Assets);
- (c) fail to comply with **clause 11.1**; or
- (d) otherwise fail to comply with this Deed.

11.3. If **clause 11.2** applies, the Department may by Notice:

- (a) require you to repay all, or part of, the Grant to the Department within 20 Business Days or to otherwise deal with that amount as the Department directs;
- (b) deduct an amount from any future Instalments; or
- (c) set off an amount against any payment which the Department is due to pay to you on a different funding program.

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11.4. An amount to which **clause 11.1** applies, or which the Department has claimed under **clause 11.3**, is a debt due and owing by you to the Department without the need for further proof.

11.5. This **clause 11** does not limit the Department's rights under this Deed or at law.

### **12. Reducing the Grant**

12.1. The Department may reduce the amount of the Grant not yet paid by giving you at least 20 Business Days' notice if:

(a) the Department does not receive sufficient funds from the Commonwealth Government, or other relevant source, to provide the Grant for the Project; or

(b) there is a change in NSW Government policy which affects the Program, the Project or allocation of funds for the Grant.

12.2. If the Department reduces the Grant under this **clause 12**, the Department will agree with you any necessary consequent variation to this Deed, for example, by reducing the scope of the Activities.

### **13. GST**

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

13.2. If:

(a) despite any other provision of this Deed, 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.

13.3. If you are not registered under the GST Law you will not be entitled to receive any additional amount as provided under this **clause 13**.

13.4. If for any reason the Department pays you an amount under this **clause 13** which is more than the GST imposed on the supply, you must repay the excess to the Department on demand or the Department may set off the excess against any other amounts due to you.

## Reporting and monitoring

### **14. Progress Reports**

14.1. You must provide the Department with written Progress Reports at the times and containing the information specified in **Schedule B - Reporting Requirements**.

14.2. If any Progress Report contains information confidential to you, you must mark the relevant parts of the Progress Report accordingly.

14.3. If the Department does not accept a Progress Report as satisfactory, you must submit a revised Progress Report within ten Business Days of your receipt of the Department's request.

### **15. Financial information**

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15.1. You must provide Financial Statements in respect of the Grant to the Department within 60 Business Days after:

- (a) completion of the Project or termination of this Deed; and
- (b) the completion of each Financial Year until the completion of all Activities.

15.2. The Financial Statements must include a definitive statement as to whether:

- (a) the financial information for the Project represents the financial transactions fairly and is based on proper accounts and records; and
- (b) the Grant was expended for the Project and in accordance with this Deed.

15.3. You must keep financial accounts and records relating to the Project so as to enable:

- (a) all receipts and payments related to the Project to be identified in your accounts and reported in accordance with this Deed;
- (b) unless notified by the Department, the preparation of financial statements in accordance with Australian Accounting Standards; and
- (c) generation of an income and expenditure statement for each financial year of the Project with the budget, including:
  - i. a schedule of the Significant Assets acquired, sold, written-off or otherwise disposed of during each financial year; and
  - ii. a comparison of the income and expenditure in each financial year against the budget; and
  - iii. the audit of those records in accordance with Australian Auditing Standards.

### **16. Monitoring and evaluation**

16.1. To assist the Department to monitor and evaluate the Project, the Program and your performance, you must, on reasonable notice and in a timely manner:

- (a) provide the data and reports specified in **Schedule B- Reporting Requirements**;
- (b) make appropriate personnel available to meet with the Department;
- (c) make reliable and adequate records available to the Department;
- (d) allow the Department and its authorised representative reasonable access to the Site to inspect the conduct of Activities;
- (e) provide other information which the Department requires concerning the Project, your structure, your finances or your financial viability; and
- (f) participate in any survey, interview or feedback regarding the Project or Program.

## Material and Information

### **17. Intellectual Property**

17.1. Intellectual Property in all Project Material vests in you.

17.2. If the Department requests copies of the Project Material you must provide them to the Department within ten Business Days.

17.3. You grant the Department a non-exclusive, irrevocable, royalty-free licence (including the right to sub-license) to use the Project Material for any purposes.

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17.4. You warrant that the use of Project Material in accordance with this Deed will not infringe any third party's IP rights.

### **18. Confidential Information**

18.1. Each party must keep the other party's Confidential Information confidential and not disclose it to any other person without the prior written consent of the disclosing party, subject to this clause.

18.2. Each party may disclose the other party's Confidential Information:

- (a) to its contractors as reasonably required for the purposes of this Deed;
- (b) to its legal and professional advisors for the purpose of obtaining professional advice; or
- (c) as required or authorised by Law or parliament;

provided the party ensures that the recipient keeps the Confidential Information confidential.

### **19. Public Announcements and Acknowledgement**

19.1. You must:

- (a) seek the consent of the Department before making any public announcement about the Project and before using any branding or logos of the Department or the NSW Government;
- (b) acknowledge the support of the Department, as directed by the Department from time to time:
  - i. in any public statements about the Project;
  - ii. on the home page of any web site established in connection with the Project; and
  - iii. on any equipment or other facility funded wholly or in part by the Department;
- (c) comply with the applicable NSW Government guidelines for acknowledging funding; and
- (d) use your best efforts to ensure that the Department and its Minister are given a reasonable opportunity to participate in media coverage or other promotion of the Project.

19.2. The Department may disclose information about the Project and the Grant in any media, such as media releases, social media, case studies, promotional material and in response to media enquiries.

### **20. Privacy and data**

20.1. To the extent that you deal with Personal Information in conducting the Project, you must:

- (a) comply with applicable Privacy Law;
- (b) not cause the Department to breach any of its obligations under Privacy Law;
- (c) immediately notify the Department if you become aware of a Data Breach or other actual or potential breach of privacy; and
- (d) include equivalent requirements regarding Personal Information (including this clause) in any subcontract you enter into for the provision of any of the Activities under this Deed.

### **21. Disclosure of Information**

21.1. You acknowledge that the Department is required to publish detailed information about the Grant on the NSW Government Grants and Funding Finder at [nsw.gov.au/grants-and-funding](https://nsw.gov.au/grants-and-funding), except to the extent such information would identify individuals or otherwise conflict with the Law. You must provide any information which the Department needs to

meet those publication requirements including, where relevant, any funding amounts which you transfer to indirect grantees as downstream recipients.

## Dealing with Risk

### 22. Insurance

22.1. You must maintain, during the term of this Deed:

- (a) a broadform public liability policy of insurance to the value of at least \$20 million in respect of each claim and unlimited in the aggregate as to the number of occurrences in the policy period;
- (b) workers' compensation insurance as required by all relevant Laws; and
- (c) any additional insurance policies the Department requires in writing.

22.2. You must not do, permit or suffer any act or omission that could lead to any of the policies referred to in this **clause 22** being vitiated or rendered void or voidable.

22.3. If requested by the Department, you must provide a copy of valid and current certificates of currency for each or any of the policies described above.

22.4. Without limiting **clause 22.1**, each party warrants that it has and will maintain appropriate insurance to cover any liability it may incur in relation to this Deed.

### 23. Indemnities

23.1. You must indemnify and keep indemnified the Department, the Crown in right of the State of New South Wales and their officers, employees and agents against any Claim they incur or that is made against them by any person, whether arising directly or indirectly, in connection with:

- (a) the Grant or the use of any outcomes from the Project;
- (b) your breach of this Deed;
- (c) any unlawful or negligent act or omission by you, your employees or your subcontractors in connection with this Deed;
- (d) any illness, injury or death of any person you, your employees or your subcontractors cause or contribute to, in connection with this Deed;
- (e) any loss or damage to real or personal property you, your employees or your subcontractors cause or contribute to, in connection with this Deed; or
- (f) any act or omission by you, your employees or your subcontractors in connection with this Deed that is in infringement of any Intellectual Property, or privacy rights of the Department or any third party.

23.2. Your liability to indemnify the Department under this **clause 23**:

- (a) will be reduced proportionately to the extent that the Department's negligent or unlawful acts or omissions, or those of its officers, employees or agents contributed to the relevant loss or liability; and
- (b) 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.

## Terminating the Deed

### 24. Termination by either party for breach

24.1. 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.

### 25. Termination by Department for cause

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

(a) you breach this Deed and, in the Department's reasonable opinion, the breach is incapable of remedy;

(b) you have provided misleading or incorrect information in your application for funding or in reports, invoices or information you provide in connection with this Deed;

(c) the Department considers that termination is necessary to avoid damage to the reputation of the Department or the Program;

(d) the Department considers that the Project is no longer viable;

(e) you breach any of the following clauses: **clause 3** (Your general obligations and warranties); **clause 5** (Significant Assets), **clause 14** (Progress Reports), **clause 18** (Confidential Information), **clause 22** (Insurance) or **clause 30.10** (Assignment);

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

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

### 26. Termination by Department without cause

26.1. The Department may terminate this Deed without cause (and without the need to give reasons) by giving you at least 20 Business Days' notice.

26.2. The Department will pay your reasonable, substantiated costs (other than loss of profit or income) necessarily and directly incurred as a result of such termination provided that:

(a) you use your best efforts to minimise those costs; and

(b) the total amount of those costs will not exceed the total amount of unpaid Grant forfeited through termination under this **clause 26**.

### 27. Consequences of termination

27.1 On termination or expiry of this Deed, accrued rights and obligations are not affected.

27.2. You must, within 10 Business Days of termination:

(a) repay to the Department any amount it requires under **clause 11** (Repaying and deducting amounts) including any unspent portion of the Grant;

(b) provide to the Department:

i. any reports due or that the Department otherwise reasonably requests; and

ii. any Project Material which the Department owns, or which is licensed to the Department under this Deed, in a format which permits the Department to exercise its IP rights in respect of that Project Material; and

(c) deliver up to the Department any Significant Assets as the Department may require if the Department has terminated the Deed; and

(d) destroy any Confidential Information the Department has provided to you other than: one copy to determine any continuing legal obligations; and copies created electronically by automated backup systems.

27.3. **Clauses 24 to 27** (Termination) do not limit the rights of a party under this Deed or at law.

## Other Legal Matters

### 28. Dispute Resolution

28.1. If a dispute arises in relation to this Deed (“a **Dispute**”), a party must comply with this **clause 28** before starting court proceedings except proceedings for urgent interlocutory relief.

28.2. A party claiming that a Dispute has arisen must notify the other party giving details of the dispute (“**Dispute Notice**”) in accordance with the requirements of **clause 29** (Notices).

28.3. 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.

28.4. 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 must refer the Dispute for mediation by the [Australian Disputes Centre](#) (ADC) for resolution in accordance with the mediation rules of the ADC.

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

28.6. Each party must pay its own costs of complying with this **clause 28** and split the costs of the mediator evenly.

### 29. Notices

29.1. Unless otherwise stated in this Deed, all Notices to be given under this Deed must be in writing, and hand-delivered or emailed to the Authorised Officer specified in the Details.

29.2. 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 the relevant address;

(b) 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 been delivered; or

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(c) 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.

29.3. 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.

### 30. General

30.1. **Survival:** The following clauses survive termination or expiry of this Deed: **clause 5** (Significant Assets), **clause 11** (repaying and deducting amounts), **clause 15** (financial information), **clause 16** (monitoring and evaluation), **clause 17** (Intellectual Property), **clause 18** (Confidential Information), **clause 20** (privacy and data), **clause 21** (disclosure of information), **clause 22** (insurance), **clause 23** (indemnities), **clause 27** (consequences of termination), **clause 28** (dispute resolution), this **clause 30.1** (survival), **clause 30.3** (keeping of records), **clause 30.13** (governing law) and any other clause which by its nature is intended to survive this Deed.

30.2. **Subcontractors:** You remain fully responsible for the performance of the Project if you subcontract the performance of any part of the Project.

30.3. **Keeping of records 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 Activities ("**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 ("**Auditors**") that has provided moneys to the Department for the purposes of the Project to which the Activities relate, to examine and inspect, at reasonable times and on reasonable Notice, any Project Material you hold, and allow any such Records to be copied; and

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

30.4. **Conflict of Interest:** You must not carry on or be involved in any capacity in an activity or business, which may conflict with, or adversely affect, your ability to carry out your obligations under this Deed, and you will immediately notify the Department in writing if such a conflict or risk of such a conflict arises.

30.5. **Entire agreement:** 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, representations, conduct and understandings between the parties relating to the subject matter of this Deed.

30.6. **Inconsistency:** If there is any inconsistency between provisions in this Deed then the order of precedence will be:

(a) the Details; then

(b) the Special Conditions; then

(c) these Terms and Conditions; then

(d) the Schedules; then

(e) the Program Guidelines; then

(f) any annexures or attachments.

30.7. **Negation of employment, partnership or agency:** This Deed does not create a relationship of agency, partnership, and/or employment between the parties. You must not

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represent yourself as being an employee or agent of the Department or as otherwise able to bind or represent the Department.

30.8. **Severance:** If any part of this Deed is held to be invalid or ineffective, that part is removed from this Deed. If that happens, it does not affect the validity of what remains.

30.9. **Waiver:** If a party fails to exercise any of its rights under this Deed, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect estop a party from relying on the terms of this Deed to their full force and effect. Any waiver by a party of a breach 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.

30.10. **Assignment:** You must not assign or novate your obligations or interests under this Deed, without the prior written consent of the Department.

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

30.12. **Electronic execution:** Each party agrees that the other may execute this Deed electronically as provided for in the *Electronic Transactions Act 2000*.

30.13. **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

### Important Information regarding Activity Deliverables

If you require assistance or clarification to complete this form - please contact the Grants Management Office at [gmo@dpird.nsw.gov.au](mailto:gmo@dpird.nsw.gov.au)

The **instalment amounts** below cannot be changed.

You will need to provide evidence of Instalment 1 being fully expended by the Activity 1 reporting date to receive the Instalment 2 payment, evidence of Instalment 2 being fully expended by the Activity 2 reporting date to receive the Instalment 3 payment and so on.

Activity reports can be submitted as soon as deliverables for that activity are completed and the next instalment will be paid once sufficient evidence of completion of the activity deliverables has been received.

If you believe you will not meet the relevant expenditure requirements by the listed reporting dates, please contact the Grants Management Office as soon as possible to discuss options before signing this Deed.

**NOTE:** After you sign and submit your funding deed, any amendments to information within your Funding Deed will require your Funding Deed to be re-signed with each amendment.

Acknowledgement of Funding Guidelines can be found here: [Funding Acknowledgement Guidelines](#)

## Program

### Program Overview

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The Newcastle Port Community Contribution Fund (Round 9) Program supports small community projects focussed on small community infrastructure upgrades, new amenities, programs and events that provide community benefit to Newcastle Port and surrounding areas.

### **Program evaluation criteria**

The department will monitor the funded projects against the purpose and objectives of the program.

Grant recipients may be required to participate in evaluation, such as surveys and reporting.

## Project

### **Project Description**

This question is read only.

Information listed here was provided in your Application.

### **What are the expected outcomes of the project?**

This question is read only.

Describe three things you want the project to achieve in terms of benefits for participants and/or others (200 words recommended)

## Eligible Costs

The project costs must support the objectives of the program.

Funding can only be used for external third-party costs directly associated with delivering project activities (internal management fees may be considered where additional internal resources are required). These cost estimates should be supported by at least one competitive quote.

The following types of project costs are eligible to apply for funding: costs for capital works, events and exhibitions, programs, infrastructure, training sessions, workshops.

Some examples of eligible project costs are as follows. They are listed as guidance only:

- design and planning consultancies, noting design and management fees cannot exceed 15% of the total funding requested
- construction, upgrade and specific project related restoration works
- remediation, pollution control and clean up works
- project management fees (internal management fees may be considered where additional internal resources are required) up to the eligible amount.

The total funding requested can include up to:

- 20% for project contingency costs to allow for any cost escalations
- 15% for project management and administration.

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### Acquittal Requirements

Within 30 days after completion of the Project, you must provide a completion report to the Department confirming:

- (a) the Project has been completed, and providing evidence of same;
- (b) the actual cost of the Project, and providing evidence of same;
- (c) the date that the works and Significant Assets comprised in the Project were made available for use by the local community; and
- (d) funding has been acknowledged as set out in the funding acknowledgement guidelines provided to you by the Department.

### Activity 1

#### Instalment 1 Amount - Released upon Funding Deed execution

This question is read only.  
Released upon Executed Funding Deed.

#### Activity 1 Deliverables

This question is read only.  
What you will be delivering and providing completion evidence to the amount of Instalment 1 funding

#### Date works will be completed for Activity 1

This question is read only.

#### Activity 1 Reporting Date

This question is read only.

#### Instalment 2 Amount

This question is read only.  
Released upon sufficient evidence of expenditure of instalment 1

### Activity 2

#### Activity 2 Deliverables

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This question is read only.

### **Date works will be completed for Activity 2**

This question is read only.

### **Activity 2 Reporting Date**

This question is read only.

## Confirmation of Schedule A

**Please confirm the above activity descriptions, project locations, activity dates and expenditure requirements are consistent with delivery of your project \***

- Yes
- No - the activity descriptions or dates require amendment

## Activity Amendments

You have indicated that changes are required to the activity works and/or amounts listed in this Funding Deed.

Please contact the Grants Management Office (GMO) on the details below to discuss the process.

**Telephone** 1300 107 754

**Email** gmo@dpird.nsw.gov.au

## Schedule B - Reporting Requirements

### **Progress Reports**

1. You must provide Progress Reports to the Department on the status of all on-going and completed Activities for the period to which the report relates, consisting of:

- (a) a brief description of the Activities' objective/s;
- (b) all Activities undertaken during the reporting period;
- (c) the status of results achieved to date from the Project; and
- (d) the amount of the funding from the Grant that has been spent on the Activities so far.

2. You must provide the Progress Reports when the Department requests.

### **Meetings and site visits**

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3. The Department may meet with you, at the Department's discretion, to discuss progress on the Project.

4. The Department may make site visits from time to time to ascertain progress of the Activities on providing reasonable notice to you.

### Photographs

5. You must obtain permission and releases from individuals featured in any photographs which you provide to the Department to permit the Department to use and publish those photographs in connection with the Program.

### Evaluation

6. You must provide the following additional performance information and data for the purposes of **clause 16** (Monitoring and evaluation): **[insert link]**

The Department may contact you during the term of this Deed with details of data which the Department requires to evaluate the Project or Program. You must provide that data within the timeframes which the Department requires.

## Payment Supporting Documents and Invoice Upload

\* indicates a required field

### Supporting Documentation

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

If you provided your supporting documents in your application form or EFT & Project Details form, please do not provide them again.

Please check that the documents you have provided previously have not expired and are current as this will delay the processing of the Funding Deed

### Checklist - please select what documents are being submitted with this Funding Deed

- Public Liability Insurance - \$20 Million minimum
- Land Owner's Consent
- Copy of Development Approval or proof of exemption
- Confirmation of the co-contribution towards the project (if required)
- Other:

### Upload supporting documents (if required)

Attach a file:

Please clearly label your attachments

### Invoice information

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**You will be required to provide an invoice from your organisation to the Department to release your first instalment.**

Invoices to the Department should be the Instalment 1 amount plus GST if your organisation is registered for GST, except for local government councils or other Government agencies who will need to submit invoices excluding GST regardless of their ABN GST status.

**DO NOT POST INVOICES - Invoice for Instalment 1 is to be uploaded into the Funding Deed.**

**Organisation banking details listed on invoices MUST BE correct and same as those provided in EFT Form as funds transferred to an incorrect bank account may not be recoverable.**

Invoices should be uploaded into the Funding Deed and addressed as follows:

**Department of Primary Industries and Regional Development**

**ABN: 19 948 325 463**

**Locked Bag 6009**

**ORANGE NSW 2800**

**Upload invoice for Instalment 1 \***

Attach a file:

## Checklist Funding Deed information

### Organisations responsibilities:

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

- understand and agree to the Terms and Conditions within this Deed
- declare that all information provided as part of this Deed including attachments are true and correct
- agree to provide the Department with a progress report when requested for this project
- agree to provide an evaluation report to the Department when requested after the project has been completed
- agree and understand the Activity timeframes for project delivery
- understand and agree that there is a cap of 15% of the total eligible project costs on project management and administration, including employment of project managers either directly or through outsourcing to an external organisation
- understand and agree that there is a cap of 20% of the total eligible project costs on contingency costs to allow for any cost escalation.

At least 7 choices must be selected.

## How to Submit your Funding Deed

Now that you have completed the Funding Deed information & upload your invoice and any remaining supporting documents (if required), then you will need to:

1. Click "**Save Progress**"
2. Go to the **last page** of your Funding Deed form and select "**Download PDF**" - this will provide you with a full version of your Funding Deed for signing.

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3. Once signed, **scan a FULL COPY of your Funding Deed** back into your computer and **save**, so that you can upload a copy of this back into the question below this section that says "**upload Signed Funding Deed**"
4. "**Save progress**" again ensuring that no other questions are missing information - **then press "submit"** in SmartyGrants. You will **receive an email notification** once your Deed has been submitted successfully.

### Next Steps

1. Once your Deed has been 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 by the Department at the same time you receive a copy of your executed Deed.
3. You will receive a remittance advice to your nominated email address once funding has been released by the Department.

### Executed as a Deed

\* indicates a required field

#### 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:**

- Ensure that the correct entity block is visible below, you may need to refer to your organisation's constitution.

**Organisations that have the incorrect signature block visible will need to contact the Department before execution.**

**Trust** - A trust is not a legal entity, so it cannot contract in its own right. Deeds relating to trusts are entered into by the trustee of the trust. The correct execution clause will depend on what type of entity the trustee is, eg: an individual trustee or a company trustee (see execution blocks for both). The witness must not be a beneficiary of the trust.

#### Execution Clause Option

This question is read only.

Advised by GMO based on the ABN Status you confirmed.

#### Signed, Sealed and Delivered for: \*

Type the name of the Organisation receiving funding.

#### ABN \*

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Please add your ABN here, this should be the same as the number on the front page.

### Execution Clause 1

**ONLY** to be used for organisations that are a **Company** established under the "**Corporations Act 2001 (Cth)**". This will include if you are registered as an Australian Company.

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

**Signed, sealed and delivered for and on behalf of the Company listed at the top of the page, in accordance with section 127 of the Corporations Act 2001 by:**

Signature of Director (1)

Signature of Director (2)/Company Secretary

Please cross out the irrelevant position title

Name of Director (1)

Name of Director (2)/Company Secretary

Please cross out the irrelevant position title

Director (1) ID Number

Must be a number.

Director (2) ID Number, if applicable

Must be a number.

Date

Must be a date.

Date

Must be a date.

### Execution Clause 2

**ONLY** to be used for a **Sole Director (Company)**

**Signed, sealed and delivered for and on behalf of the Company listed at the top of the page, in accordance with section 127 of the Corporations Act 2001.**

**I represent and warrant that I am the Sole Director and Sole company Secretary of the Company listed at the top of the page;**

Signature of Sole Director

Name of Sole Director

Date

Must be a date.

### Execution Clause 3

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This section is for a University, Local Council or School.

Please note that signatories CANNOT witness each other.

**By entering into this Deed the signatory warrants that the signatory is duly authorised to execute this Deed on behalf of the University/Council/School listed at the top of the page.**

**Signed, sealed and delivered for and on behalf of University/Council/School listed at the top of the page by its authorised signatory:**

Signature of Authorised Signatory

Signature of Witness

Name of Authorised Signatory

Name of Witness

Position of Authorised Signatory

Address of Witness

Date

Must be a date.

Include text if person witnessing the signature remotely. Delete if witness is present in person (not remote)

By signing this document, the witness states that they witnessed the signing of this document over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

## Execution Clause 4

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 (1)

Signature of Partner (2) (if required)

Signature of Witness

Name of Partner (1)

Name of Partner (2) (if required)

Name of Witness

Upload a copy of the Partnership Deed or Power of Attorney

Address of Witness

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Attach a file:

If you cannot provide a copy of the Partnership Deed or Power of Attorney, please include representation and warranty that the Partner/s has/have the power to execute the Deed on behalf of the Partnership.

Date

Must be a date.

Include text if person witnessing the signature remotely. Delete if witness is present in person (not remote)

By signing this document, the witness states that they witnessed the signing of this document over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

### Execution Clause 5

**By entering into this Deed the signatory, as trustee for and on behalf of the Trust listed at the top of the page, 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.**

If the relevant trust deed requires more than one trustee to sign, please add additional lines for the other trustees' signatures. The witnesses must be independent individuals and not other signatories.

**Signed, sealed and delivered by the trustee in their capacity as trustee of the Trust listed at the top of the page before:**

Signature of Trustee

Signature of Witness

Name of Trustee

Name of Witness

Upload a copy of the Trust Deed

Attach a file:

If you cannot provide a copy of the Trust Deed, please include representation and warranty that the Trustee/s has/have the power to execute the Deed on behalf of the Trust.

Address of Witness

Date

Must be a date.

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Include text if person witnessing the signature remotely. Delete if witness is present in person (not remote)

By signing this document, the witness states that they witnessed the signing of this document over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

### Execution Clause 6

**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 (1)

Name of Director (2)/Company Secretary

Director ID Number

Director ID Number (if Applicable)

Date

Must be a date.

Date

Must be a date.

**If the company is a Sole Director company, use this instead:**

**Signed, sealed and delivered for and on behalf of the Company listed at top of page, in its capacity as trustee of The Trust, in accordance with section 127 of the Corporations Act 2001 by.**

**I represent and warrant that I am the sole director and sole company secretary of the Company listed at the top of the page;**

Signature of Sole Director

Name of Sole Director

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Director ID Number

Date

Must be a date.

### Execution Clause 7

**Signed, sealed and delivered by the individual below:**

Signature of Individual

Signature of Witness

Name of Individual

Name of Witness

Address of Witness

Date

Must be a date.

Include text if person witnessing the signature remotely. Delete if witness is present in person (not remote)

By signing this document, the witness states that they witnessed the signing of this document over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

### Execution Clause 8

**ONLY for Incorporated Associations**

**Signed, sealed and delivered for and on behalf of the Organisation listed at top of page, in accordance with the *Associations Incorporation Act 2009* by:**

Signature of Authorised Signatory (1)

Signature of Authorised Signatory (2)

Name of Authorised Signatory (1)

Name of Authorised Signatory (2)

# DRAFT - NPCC9 - Funding Deed

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Position of Authorised Signatory (1)

Position of Authorised Signatory (2)

Date

Must be a date.

Date

Must be a date.

### Execution Clause 9

ONLY for a Local Aboriginal Land Council.

**Signed, sealed and delivered for and on behalf of the Local Aboriginal Land Council listed at top of page, in accordance with the *Aboriginal Land Rights Act 1983* by:**

Signature of Chairperson or Authorised Signatory

Signature of Witness

Name of Chairperson or Authorised Signatory

Name of Witness

Date

Must be a date.

Date

Must be a date.

Include text if person witnessing the signature remotely. Delete if witness is present in person (not remote)

By signing this document, the witness states that they witnessed the signing of this document over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

### Execution Clause 10

ONLY to be used for a Co-operative

**Signed, sealed and delivered for and on behalf of Co-operative listed at top of page, in accordance with the *Co-operatives National Law* by:**

Signature of Director (1)

Signature of Director (2)/ Co-operative Secretary

Please cross out the irrelevant position title

Name of Director (1)

Name of Director (2)/Co-operative Secretary

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Date

Must be a date.

Please cross out the irrelevant position title

Date

Must be a date.

## Execution Clause 11

ONLY to be used for an Aboriginal and Torres Strait Islander Corporation.

**Signed, sealed and delivered for and on behalf of Aboriginal and Torres Strait Islander organisation listed above in accordance with the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* by:**

Signature of Director (1)

Signature of Director (2)/Secretary

Please cross out the irrelevant position title

Name of Director (1)

Name of Director (2)/Secretary

Please cross out the irrelevant position title

Date

Must be a date.

Date

Must be a date.

## Execution Clause 12

This section is for the New South Wales Rural Fire Services.

Please note that signatories CANNOT witness each other.

**By entering into this Deed the signatory warrants that the signatory is duly authorised to execute this Deed on behalf of the New South Wales Rural Fire Services listed at the top of the page.**

**Signed, sealed and delivered for and on behalf of the Crown in right of the State of New South Wales represented by the New South Wales Rural Fire Services by its authorised signatory but not so as to incur personal liability:**

Signature of Authorised signatory

Signature of Witness

Name of Authorised Signatory

Name of Witness

Position of Authorised Signatory

Address of Witness

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## Form Preview

Date

Must be a date.

Include text if person witnessing the signature remotely. Delete if witness is present in person (not remote)

By signing this document, the witness states that they witnessed the signing of this document over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

### Upload Signed Funding Deed

#### Attach signed Funding Deed \*

Attach a file:

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

### Department - Executed as a Deed

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 its authorised signatory but not so as to incur personal liability:

Signature of Authorised Officer of the Department

Signature of Witness

Name of Authorised Signatory

Name of Witness

Position of Authorised Signatory

Date of Execution

Must be a date.