

# NSW ENVIRONMENTAL TRUST GRANT AGREEMENT

## Environmental Research Program

**GRANT NUMBER:** «ApplicationNumber»  
**GRANTEE:** «AppOrganisationName»  
**ADMINISTRATOR:**  
**PROJECT:** «ProjectTitle»

This agreement consists of 2 parts:

- Part 1: Agreement
- Part 2: Schedules

### Part 1: Agreement

The NSW Environmental Trust ("the Trust"), pursuant to the provisions of the *Environmental Trust Act 1998*, agrees to provide «**OrganisationName**» ("you") an amount of «**AmountApproved**» ("the grant") subject to the following conditions.

### CONDITIONS

#### Acceptance of Grant

1. You must accept the conditions of the grant by signing this agreement and completing *Schedule C - Project Measures - Research* and delivering them to the Trust within 30 working days of receiving this document. If you are not the grantee, you are accepting this grant and these conditions on the grantee's behalf. The following supporting documentation must also be submitted along with the signed grant agreement:
  - Tax Invoice – made out to the **NSW Environmental Trust** for the amount of the first/only instalment of the grant (if you are not registered for GST, please submit a written request for payment).

*Schedule C - Project Measures* is available at: (Note that only section 6 for '**Research**' should be completed). [www.environment.nsw.gov.au/grants/monitoringevaluation.htm](http://www.environment.nsw.gov.au/grants/monitoringevaluation.htm).

#### General

2. You must carry out the project and spend the grant in accordance with your application and in accordance with these conditions.
3. You must complete the project and submit your final report by «**FinalRepDueDate**» or such other date as is approved in writing by the Trust.
4. You must provide any information in relation to the project within 14 days (unless otherwise specified) of it being requested in writing by the Trust.
5. Any court proceedings arising out of or relating to this grant or conditions of grant must not be heard or started in any court other than a court in New South Wales. The grant and conditions of grant will be governed by and construed in accordance with the law for the time being in force in the State of New South Wales.
6. Severability: The invalidity or unenforceability of any one or more of the conditions of grant shall not invalidate or render unenforceable the remaining conditions of grant. Any invalid or unenforceable condition shall be severable and all other conditions shall remain in full force and effect.
7. Subject to the terms and conditions of this agreement, the Trust will make grant payments in accordance with the amounts and timetable set out in **Schedule A**.

8. The Trust may amend the Schedules in writing during the term of the grant. The Trust will send you a copy of the revised Schedules.

### Reporting

9. You must provide the Trust with reports in accordance with the timetable in **Schedule A** and the requirements in both **Schedule B** and **Schedule C – Project Measures - Research**. Schedule C provides a selection of measures to predict and record your research outcomes, and needs to be completed and returned within 30 working days of receiving this Agreement.
10. You must advise the Trust of any change or loss of project staff within 28 days of occurrence.

### Intellectual Property

11. In this clause, **Intellectual Property** includes all statutory, legal, equitable and other proprietary rights and interests, including without limit, in copyright, patents, registered and unregistered trademarks, registered designs, circuit layouts, and trade secrets.
  - a. You warrant that:
    - i. in carrying out the project, you will not infringe any Intellectual Property rights; and
    - ii. any report by you will not contain anything that, to your knowledge, is libellous or defamatory.
  - b. All Intellectual Property created as part of the project will be owned by you, and you shall grant to the Trust a royalty-free licence to use any such Intellectual Property.
  - c. Where Intellectual Property rights are not capable of being owned by you, you shall ensure that the Trust is licensed to use that Intellectual Property free of charge.
  - d. Copyright in the reports, documents and any other materials produced with Trust funds will vest in you, and you grant the Trust a permanent, irrevocable royalty-free, non-exclusive licence to make these reports, documents and any other materials publicly available and to otherwise communicate, reproduce, adapt and publicise them on a non-profit basis. This includes the use and reproduction of photographs for Environmental Trust purposes.

The final report, excluding the financial report component, will be made publicly available by the Trust once the grant is acquitted. If it is suitable, the Trust will place the final report in the library of the Office of Environment and Heritage for public viewing or displayed on the Environmental Trust website. Those final reports not placed in the library will be made freely available to the public on request to the Trust.

### Privacy

12. The Trust will not disclose any information that is contained in the reports, documents and materials that you have indicated is confidential and that the Trust has agreed not to disclose.
  - a. The Trust undertakes not to disclose any personal information (in accordance with the definition of personal information contained in the *Privacy and Personal Information Protection Act 1998*), that is contained in the reports, documents and materials that you have submitted without your written consent, with the exception of the purpose outlined in 12(c).
  - b. The Trust will not use any personal information for purposes other than the original purposes for which that personal information was supplied without your written consent, with the exception of the purpose outlined in 12(c).
  - c. The Trust may disclose information contained in reports, documents and materials you have submitted to a third party for the sole purpose of evaluation of its grants programs. The Trust will ensure that any third party agrees to keep all information acquired, material prepared or collected and any findings of the project confidential.

## Variation, Transfer and Revocation of Grant

13. You must seek and obtain the prior written approval of the Trust before varying any of the following:
- the nature and purpose of the project
  - the way in which the project is to be carried out and completed, as outlined in your application
  - the approved project budget. The Trust's approval is **not required** for budget variations with a value of up to 10% of the total grant amount but there will be no increases granted in the total amount awarded by the Trust. **Note** that Administration costs can still not exceed more than 10% of the total direct project costs; and
  - the conditions of grant.

**Note:** The Trust may impose additional conditions on this grant when approving a variation.

14. The Trust may revoke the grant by notice given to you in writing by the Trust if you:
- at any time give the Trust misleading or false information
  - are, in the opinion of the Trust, not carrying out the project with competence and diligence or in conformity with the timetable specified in your application
  - do not comply with the conditions of the grant
  - being an individual, die or become mentally ill (as defined in the Mental Health Act 1990); or are declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or
  - being a company, resolve to go into liquidation or enter into any scheme or arrangement with your creditors under the Corporations Act or if any liquidator, receiver or official manager is appointed or if a petition or other Court proceedings is instituted for such appointment, or
  - being a non-profit company, cease to retain your non-profit status, or
  - being an organisation, cease to operate.
15. If the Trust revokes the grant:
- You must not spend any further grant monies nor commit any such monies for expenditure.
  - You must, within 7 working days, repay to the Trust all grant monies which have not been spent or committed for expenditure at the time you receive the written notification of the revocation and provide a financial report to the Trust on the proportion of the grant already spent.
  - The Trust may take steps to recover the whole or any part of the grant, including those parts already spent. This includes any goods or assets acquired using Trust funds.

## Publications, Promotional Material and Events

16. You must acknowledge the Trust's assistance on all publications, reports, websites and promotional material relating to the project with the statement, prominently displayed:

*This project has been assisted by the New South Wales Government through its Environmental Trust.*

You may seek permission from the Trust to vary the wording.

17. You must also prominently display the logo of the Environmental Trust on all material referred to in condition 16. The Trust logo is available at <http://www.environment.nsw.gov.au/grants/etlogo.htm>. You must not use this logo for any other purpose.
18. You must issue an invitation to a government representative to any launch or public event associated with your project and, where they are able to attend, they are acknowledged as official guests. Where practicable, they should be afforded the courtesy of publicly addressing the event.
19. You must co-operate as required by the Trust in the preparation of case study documentation based on the final outcomes of the project.

20. All publications disseminating findings based on the research funded through the grant must be peer reviewed, or given specific permission to publish by the Trust, prior to disseminating.
21. You agree to provide copies of technical reports, journal articles or other publications based on the research funded through this grant to the Trust, both during the term of the grant and subsequent to the term of the grant.
22. You must provide access to project sites (where applicable) up to five years after project completion for the purpose of assessing whether the environmental outcomes have been maintained.

#### **Indemnities**

23. You will indemnify and keep indemnified the Trust from and against all actions, claims, demands and other proceedings that may be made or recovered against the Trust, its members or officers, in respect of any damage to property, personal injury or death where the damage, injury or death was caused by any wilful, unlawful or negligent act or omission of the grant recipient in relation to the carrying out of the project. The Trust will inform you as soon as it becomes aware of any such action, claim, demand or proceeding.
24. Neither you nor any person engaged by you shall by virtue of the grant be in the service or employment of the Trust.
25. You shall be responsible for effecting and maintaining all insurances required under worker's compensation legislation and for taking all other actions requisite as employer of person so engaged. You shall also be responsible for ensuring volunteers are covered by volunteer personal accident insurance.
26. You must effect and maintain public liability insurance in relation to all premises and sites on which the project is carried out for all works and activities undertaken for this project. The insurance shall be for an amount of at least \$20,000,000. The certificates of currency shall be made available to the Trust for inspection on request.

#### **Special Conditions**

N/A

## Execution

SIGNED for and on behalf of the NSW **Environmental Trust** by:

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Name  
Manager, Environmental Funding Programs  
Office of Environment and Heritage, Department of Premier and Cabinet NSW  
Day month year

«**AppOrganisationName**» accepts the conditions in this grant agreement.

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(sign)

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(print name)

---

(position in organisation)

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(date)

### Note:

1. This agreement should be signed by the Chief Executive Officer or any other person with authority to bind the organisation.
2. All invoices requesting grant payments should be made out to the NSW Environmental Trust. Trust Administration will **not** be able to process invoices made out the Office of Environment and Heritage as it a separate statutory entity. Invoices for Payment No. 1 (only) as per Schedule A should be submitted **with** the signed copy of this Agreement.
3. All correspondence should be addressed to:  
NSW Environmental Trust, PO Box 644, PARRAMATTA NSW 2124

Published by the NSW Environmental Trust, PO Box 644, Parramatta 2124 Phone: 02 8837 6093 Fax: 02 8837 6099  
Email: [info@environmentaltrust.nsw.gov.au](mailto:info@environmentaltrust.nsw.gov.au) Website: [www.environmentaltrust.nsw.gov.au](http://www.environmentaltrust.nsw.gov.au) OEH 2011/0132 February 2012

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### Part 2: Schedules

Schedules may be amended by the Trust during the term of your project. In this instance, the Trust will forward you a revised copy of the Schedules.

#### Schedule A - Payment and Reporting Timetable

- Subject to the conditions outlines in Part 1 of the Grant Agreement, the timetable for grant payments and reports will be as follows:

| Activity  | Description/amount  | Due date   |
|---|---|--|
| Part 1 of this Agreement                        | Signed Part 1 of this Agreement   | Within 30 working days of receiving this Agreement   |
| <i>Schedule C – Project Measures - Research</i> | Projected Outcomes  | Within 30 working days of receiving this Agreement   |
| Payment 1                                       | «Payment_No_1»  | Payment is subject to:<br>1. Receipt of signed Part 1 of the Agreement<br>2. <b>Approval</b> of <i>Schedule C – Project Measures – Research</i> (see note 2 below)<br>3. Submission of a Tax Invoice (see note 3 below)<br>Once the 3 conditions above have been met, your payment will be made within another 10 working days |
| Report 1  | Progress Report plus updated <i>Schedule C – Project Measures - Research</i>      | «ProgRepDueDate1»  |
| Payment 2                                       | «Payment_No_2»  | 10 working days after receipt of <b>satisfactory</b> Report 1 (see note 4 below)   |
| Report 2  | Progress Report plus updated <i>Schedule C – Project Measures - Research</i>      | «ProgRepDueDate2»  |
| Payment 3                                       | «Payment_No_3»  | 10 working days after receipt of <b>satisfactory</b> Report 2 (see note 4 below)   |
| Report 3  | Final Project Report plus updated <i>Schedule C – Project Measures - Research</i> | «FinalRepDueDate»  |

- This documentation is reviewed by the Trust's Monitoring and Evaluation Officer. The approval process generally takes 10 working days. If it is **approved** as satisfactory your first payment will be made.
- The above amounts are GST exclusive. If your organisation is registered for GST, a Tax Invoice for the amount of each instalment of the grant, plus GST, must be submitted to the Trust. If you are not registered for GST, please submit a written request for payment for each instalment. **Note** that all invoices/requests for payment should include the Grant Reference Number.
- Progress Reports take up to 30 working days to be reviewed by a representative of the Trust. If the report is deemed **satisfactory**, your next payment will be made.
- The requirements for each type of report are outlined in **Schedule B**.

## Schedule B: Guidelines for presenting progress and final reports (Environmental Research Program)

### Why we require reports

The Trust needs project reports in order to be satisfied that our investment in your project achieves environmental outcomes and funds are appropriately spent. Reporting also:

- provides you an opportunity to evaluate your project and make improvements where necessary
- informs the Trust where environmental benefits can be spread beyond your project, and
- assists the Trust in developing future funding programs and policies.

### What we do with your project reports

Your reports will be reviewed by the Trust and/or any other people we think necessary, to assess progress, performance and achievement. These reviews can cover both administrative aspects (e.g. financial, timeframes and milestones) as well as technical aspects. Continuing grant payments are dependant on satisfactory reviews of your reports. We provide feedback from these reviews and may require clarification, amendment or further reports.

The Final Project Report is an important part of your agreement with the Trust. This report (except the financial information) is generally placed in the Office of Environment and Heritage Library and the Trust may also place them on its website and otherwise make them publicly available.

### Timing of reports

The due dates and reporting periods for different reports are specified in writing by the Trust in Schedule A, unless variations to Schedule A have been approved. It is very important that you meet due dates. Missing a due date could delay a grant payment.

### Project reports

| About the report        | Progress Report<br>(Provide 2 copies and an e-copy)   | Final Project Report<br>(Provide 2 copies and an e-copy)   |
|-------------------------|---|--|
| <b>Purpose</b>          | <ul style="list-style-type: none"> <li>• Enable comprehensive review of:               <ul style="list-style-type: none"> <li>- progress to date</li> <li>- any issues, changes and/or opportunities</li> </ul> </li> <li>• Demonstrate appropriate use of funds and allow release of further funds.</li> </ul> | <ul style="list-style-type: none"> <li>• Comprehensively report on:               <ul style="list-style-type: none"> <li>- outcomes achieved</li> <li>- any issues, changes and/or future opportunities</li> </ul> </li> <li>• Demonstrate appropriate use of funds and allow acquittal of grant.</li> </ul> |
| <b>Reporting period</b> | Period since last report  | Whole project duration   |
| <b>Number of copies</b> | 2 hard copies of report and all attachments plus an e-copy should be submitted  | 2 hard copies of report and all attachments plus an e-copy should be submitted   |

### Reporting templates and attachments

The Trust has developed a reporting template which is available on the 'Grantee reporting process' page on the website, <http://www.environment.nsw.gov.au/grants/granteereporting.htm>. At a minimum, grantees are expected to submit:

- a project report (using the appropriate Trust reporting template)
- an updated *Schedule C - Project Measures-Research* (using the appropriate Trust reporting template)
- a financial report (see Financial Reports below)
- any technical reports, journal articles or publications related to your project. **Note** that drafts should be submitted where final versions are not available. Finalised versions can then be submitted to the Trust at a later date.

## Trust acknowledgement

You must acknowledge the Trust's assistance on all reports, websites and promotional material relating to the project (see condition 16 of your Grant Agreement). Copies (or summaries) of media coverage obtained should also be included with your report.

## Photographs

Photographic documentation about the project should be included in your report. Where applicable, these should document sites before, during and after the project. All photographs should be clearly referenced. If you wish the photographer to be credited in any public use of the images, please include the photographer's name.

## Financial reports

### Progress financial reports:

Ensure you use the Trust's **Progress Report Financial Spreadsheet** which is available on the Trust website.

- Progress financial reports do not require independent certification or certification by a Chief Financial Officer. Progress financial reports can be signed off by the project manager or the financial officer preparing the report.
- Small underspends can be carried over to the next stage of the project. If in doubt, please contact your Grants Administrator.
- The Trust requires that progress financial reports be presented on the Trust's progress report financial spreadsheet which is available on the Trust website.
- A tax invoice or written request for the next progress payment should also be submitted at this time (see Schedule A).

### Final financial reports:

Final financial reports, regardless of the grant amount, **must be presented on the Trust's Final Report Financial Spreadsheet** which is available on the Trust website. Your Income and Expenditure statement is **not** an acceptable financial report.

**Government agencies and councils** (this includes State and Federal government organisations, all Universities and NSW local government organisations)

### Certification – Local Government

- Final financial reports regardless of the grant amount **must be certified by your Chief Financial Officer** and do not require independent certification.

### Certification – State/Federal Government and Universities

- Final financial reports regardless of the grant amount **must be certified by your Chief Financial Officer or a Senior Manager who has delegated authority to certify expenditure on behalf of your organisation** and do not require independent certification.



## All other organisations

**Certification:** Final financial reports for **grants over \$20,000** must be **certified by an independent certifier as follows:**

- A member of the Institute of Chartered Accountants, the Australian Society of Practising Accountants or the National Institute of Accountants, must certify your financial report and submit a 'Report on Factual Findings' as per Australian Auditing Standard AUS 904.
- The certifying accountant should ensure that:
  - i. the financial report accurately reflects income and expenditure for the project,
  - ii. all payments were supported by adequate documentation to show that expenditure was for bona fide goods and services related to the project,
  - iii. competitive pricing was obtained for all individual items of expenditure of \$5,000 and over.

Final financial reports for **grants \$20,000 and under** do not require independent certification. You must however, **sign a statutory declaration** certifying the accuracy of your financial report. An Environmental Trust statutory declaration is available on the Trust website.

## Unspent grant funds

Any unspent grant funds should be returned to the Trust. To return funds you should include a cheque for the amount of unspent grant funds (plus GST if you are registered for GST) made payable to the Environmental Trust.

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Email: [info@environmentaltrust.nsw.gov.au](mailto:info@environmentaltrust.nsw.gov.au) Website: [www.environmentaltrust.nsw.gov.au](http://www.environmentaltrust.nsw.gov.au) OEH 2011/0132 February 2012