

Grant Agreement

Eco Schools Program

GRANT NUMBER: «ApplicationNumber»

GRANTEE: «OrganisationName»

PROJECT: «ProjectTitle»

BACKGROUND: The Eco Schools Grants Program provides funding to assist with environmental learning opportunities for students, teachers and the school community. Eco Schools projects provide hands-on curriculum-based environmental education focussing on strong student participation.

The purpose of this agreement is to set out the respective obligations and responsibilities of the **NSW Environmental Trust** and «**OrganisationName**» in relation to an Eco Schools Program grant.

Part 1: Agreement

The Environmental Trust (“the Trust”), pursuant to the provisions of the *Environmental Trust Act 1998*, grants «**OrganisationName**» the sum of **\$3,500** (“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 delivering it to the Trust within 30 business days of receiving this document, or the offer of funding will lapse. The following supporting documentation must also be submitted along with the signed grant agreement:
 - a. A completed Eco Schools *Project Measures Form*
 - b. A Tax Invoice made out to the **NSW Environmental Trust** for the amount of the first instalment of the grant (\$2,500), plus GST if applicable. Government schools should **not** include GST.

Carrying out the project

2. You must carry out the project in accordance with your application and in accordance with these conditions.
3. You must complete the project and submit your final report by **<insert date>**.

Grant payments

4. Subject to these conditions, the Trust will pay the first instalment of your grant (\$2,500) within 30 days of receiving your signed grant agreement, completed Eco Schools *Project Measures Form* and appropriate Tax Invoice.
5. The second instalment of your grant (\$1,000) will be paid following the submission and approval of your Progress Report, in accordance with Part 2 of this Agreement
6. You must establish and maintain adequate internal controls within an existing interest-bearing account, operating in Australia, to enable identification of Grant receipts and expenditure.
7. Any interest earned on funding provided under this agreement is to be applied to the project.

Requests for information and review of project

8. You must provide any information in relation to the project within 14 days of it being requested in writing by the Trust.
9. You must, at all reasonable times and upon reasonable notice, allow Trust officers to visit the Project.

10. You must provide access to project sites (where applicable) for up to five years after project completion for the purpose of assessing whether the environmental outcomes have been maintained.

Reporting

11. You must provide the Trust with a progress report and a final report in accordance with the timetable in Schedule A. Your reports must provide the Trust with information on project activities, as outlined in Schedule B. You are encouraged to include evidence such as photos, student work and lesson plans.

In addition, your final report should also include a:

- a. completed Project Measures table;
 - b. financial report covering the whole project (using the Microsoft Excel Spreadsheet Financial Report template available from www.environmentaltrust.nsw.gov.au); and
 - c. statutory declaration, signed by the Principal and witnessed, again using the form from the above website
12. Any unspent grant funds (plus GST if applicable) over \$100.00 must also be returned to the Trust with your final report.
 13. You must advise the Trust within 28 days of any changes to the project coordinators and/or Principal.

Records

14. You must ensure that adequate financial and operational records are kept and maintained whilst carrying out the Project.
15. You must retain the records referred to in clause 14 during the project and for five (5) years after the expiry or termination, of this agreement.
16. An audit of any aspect of the Project or your compliance with this Agreement may be conducted at any time by the Trust or any person authorised by the Trust.
17. You must co-operate fully with an audit.
18. The Trust must give you reasonable notice of its requirements in relation to an audit and use its reasonable endeavours to minimise disruption and interference to your performance of its obligations under this Agreement arising from an audit.
19. Except where otherwise determined by the Trust, you are responsible for the costs of participating in an audit and such costs are not to be paid out of the Grant.
20. You must promptly take any reasonable action required by the Trust to rectify any error, non-compliance or inaccuracy identified in an audit in relation to the Project or your performance of this Agreement.

Intellectual Property

21. 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.
 - 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.
22. 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 and/or may place a copy 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

23. 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.
- 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 clause 23(c).
 - 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 clause 23(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 and not make any information public without the Trust's consent.

Variation and/or extension of grant

24. 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 conditions of grant.
25. Grantees have the discretion to alter the value of line items within the budget to a cumulative value of 10 per cent of the total grant. If a variation or series of variations will exceed 10 per cent of the total grant amount, the grantee is required to obtain formal approval from the Trust

Note: The Trust may impose additional conditions on this grant when approving a variation or upon review of a progress report.

Revocation of grant

26. The Trust may revoke the grant by notice given to you in writing by the Trust, if you:
- fail to return the signed grant agreement within 30 business days of it being issued
 - 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
 - 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
 - being a non-profit company, cease to retain your non-profit status
 - being an organisation, cease to operate
27. If the Trust revokes the grant:
- you must not spend any further grant monies nor commit any such monies for expenditure; and
 - 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

Publications and promotional material

28. You must acknowledge the Trust's assistance in all publications and promotional material relating to the project with the following 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 this wording.

29. You must also prominently display the logo of the Environmental Trust on all material referred to in clause.
28. The logo can be downloaded at the link below. It must not be altered in any way. Approved logos are under the Environmental Trust accordion at: www.environment.nsw.gov.au/grants/etlogo.htm. You must not use this logo for any other purpose.
30. You must issue an invitation to a government representative to any launches 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.
31. You must cooperate as required by the Trust in the preparation of case study documentation based on the final outcomes of the project.

Indemnification and insurance

32. The activities outlined in this agreement shall be performed at the Recipient's own risk. The Recipient accepts full responsibility for the performance of the project.
33. 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.
34. 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.

For Government Schools

35. For the purposes of insurance, it should be noted that the both parties are self-insured under the Treasury Managed Fund.

For Non-Government Schools

36. 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 \$10,000,000. The policies shall be made available to the Trust for inspection on request.

Dispute resolution

37. For the day-to-day operation of this Agreement, in the first instance the Parties agree to address any operational difficulties, disputes, issues or disagreements together in a transparent manner and through open discussion.
38. Even if a dispute is taking place, the Parties to the dispute should make best efforts to continue to comply with this Agreement.

For Government Schools

39. If the Parties are unable to resolve a dispute, the Parties may refer the dispute to the Minister for the Environment for resolution.

For Non-Government Schools

40. 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 NSW. 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 NSW.

Miscellaneous

41. Neither you nor any person engaged by you shall by virtue of the Grant be in the service or employment of the Trust.
42. 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.

Special Conditions

43. Nil.
44. «Special_Cond_1»
45. «Special_Cond_2»
46. «Special_Cond_3»
47. «Special_Cond_4»
48. «Special_Cond_5»
49. «Special_Cond_6»
50. «Special_Cond_6»

Execution

«AppOrganisationName» accepts the conditions in this Grant Agreement.

.....
Person signing agreement (please print)

.....
Signature

.....
Principal/Relieving Principal (delete one)

.....
Date

Signed by on behalf of the NSW Environmental Trust, but not so as to incur any personal liability:

.....
Peter Dixon
Director Grants
Regional Operations

Note

- This Agreement is to be signed by the School Principal or a person acting in that capacity. That person will be contacted if project requirements are not carried out in accordance with the timetable in Schedule A and/or the requirements in Schedule B.
- A Tax Invoice must be submitted along with your signed Grant Agreement and a completed Eco Schools *Project Measures Form*.
- 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 to Office of Environment and Heritage, as it is a separate statutory entity.

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Part 2: Schedules

The schedule 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 Schedule.

Schedule A: Payment and reporting timetable

- Subject to the conditions outlined 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>Eco Schools Project Measures</i>	Projected outcomes	Within 30 working days of receiving this Agreement
Payment 1	\$2,500	Payment is subject to: 1. Receipt of signed copy of this Agreement 2. Receipt of Eco Schools <i>Project Measures</i> form 3. Submission of a Tax Invoice (see note 2 below) Upon acceptance of these documents by the Trust, your payment will be made within 10 working days.
Report 1	Progress Report	31 October 2017
Payment 2	\$1,000	10 working days after receipt of satisfactory Report 1 (see note 3 below)
Report 3	Final Project Report	31 October 2018

- The above amounts are GST exclusive. Invoices/requests must be submitted to the Trust in accordance with the information below. **Note** that all invoices/requests should include a Grant Reference Number.
 - Government Schools must submit a Tax Invoice for the instalment amount only, without adding GST
 - Non-Government Schools must submit a Tax Invoice for the instalment amount plus GST
- Progress Reports may take up to 30 business days to be reviewed by a representative of the Trust. If the report is deemed **satisfactory**, your next payment will be made.

Schedule B: Guidelines for Presenting Progress and Final Reports

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. project management, financial, timeframes and milestones) as well as technical aspects. Continuing Grant payments are dependent 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 of this Agreement. Missing a due date could delay a Grant payment.

About the reports

	Progress report	Final report
Purpose	<ul style="list-style-type: none">• Enables review of progress to date• Informs the Trust of any issues, opportunities and changes• Demonstrates appropriate use of funds and allows the release of further funds	<ul style="list-style-type: none">• Summary report on:<ul style="list-style-type: none">▪ project delivery and outcomes▪ reflection on projected measures▪ any issues, changes and/or future opportunities• Demonstrates appropriate use of funds and allows for the acquittal of the grant.
Reporting period	The first year of the project	Whole project duration
Format	Progress report template	Final report template OR Project video

Reporting templates

The Trust has developed reporting templates which is available on the '**Grantee reporting process**' page on the website: www.environment.nsw.gov.au/grants/granteereportingprocess.htm.

For the Final report, grantees can choose between submitting the (written) Final report template and a Project Final report video. However, all Final reports must include a completed Project Measures and Final Financial report, using the Trust's reporting templates.

Attachments

Your Project may **also** produce other reports, documents, publications or materials, before and after data, species lists etc. The nature and scope of these depend completely on your specific Project. These additional documents may be included with your Project reports to the Trust.

Submission

An e-copy of your report plus attachments (where necessary) should be emailed to the Trust.

Media Coverage

You must acknowledge the Trust's assistance on all signs, reports, websites and promotional material relating to the Project (see condition 28 of your Grant Agreement). Copies (or a summary) of media coverage obtained should also be included with your reports.

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. Please refer to condition 21(d) of your Grant Agreement regarding the Trust's right to use and reproduce photographs.

Video

All schools have the option to present their Final Project Report as a video, instead of via the traditional (written) Final Report template. This video will be considered a formal submission to the Trust and will be used to officially review and acquit the grant. The video must clearly relate to the implementation of the project as outlined in your application. It must include information on the activities and outcomes of the project, including:

- Before and after footage of any on-ground activities (i.e. tree plantings, garden bed establishment, waste audits, etc.)
- Evidence of student participation and learning
- Links to the curriculum
- Community participation (if relevant)
- Evidence of professional development to build the school's capacity to deliver environmental education

All videos must be between 5 and 10 minutes in length.

Financial reporting

Progress financial reports

- Within your progress report you must advise the Trust of how much of your first instalment has been spent.
- Small underspends can be carried over to the next stage of the Project. If in doubt, please contact your Grants Administrator.
- 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 accounting for project expenditure should be submitted on the Trust's Financial Reporting template.
- The Principal **must sign a statutory declaration** certifying the accuracy of your financial report. An Environmental Trust statutory declaration form is available on the Trust website.
- If you are requested, you must be able to provide copies of receipts to support your financial report.

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 appropriate) made payable to the NSW Environmental Trust.