

Our reference: «ApplicationNumber»  
Our Contact: Annie Tran  
(02) 8837 6341  
waste.recycling@environmentaltrust.nsw.gov.au

«ContactTitle» «ContactFirstName» «ContactLastName»  
«ContactPosition»  
«OrganisationName»  
«PostalAddress1»  
«PostalAddress2»  
«PostalSuburb» «PostalState» «PostalPostCode»

Dear «ContactTitle» «ContactLastName»

## Letter of Agreement: Organics Infrastructure (Large and Small) Grants Program – Stream 2

### Terms and conditions of funding

I am pleased to confirm the offer of funding from the NSW Government's Waste Less, Recycle More initiative. You may accept this offer by reviewing and confirming the contents of this Letter of Agreement, and providing a tax invoice for the first payment within the next 10 business days. If a response is not returned within this period, the offer of funding may lapse.

The following terms and conditions of the offer, if accepted by you, will form a binding agreement between the NSW Environmental Trust ('Trust') and «OrganisationName» ('Recipient').

### 1. Definitions

Maximum funding	<b>\$«AmountApproved»</b>
Project	«ProjectTitle»
Project summary	«ProgramSummary»
Term	Commencing on the date upon which both parties sign this Letter of Agreement.  The Letter of Agreement continues until the date on which the Recipient is notified that the Trust accepts the Final Evaluation Report or until the date on which this Letter of Agreement is terminated, whichever occurs first.
Contact	Name: «Title» «ContactFirstName» «ContactLastName» Address: «PostalAddress1», «PostalSuburb» «PostalState» Phone: «ContactPhone» Email: «ContactEmail»

### 2. Terms and conditions of assistance

#### General

- 2.1. The Trust will pay to the Recipient up to the Maximum Funding, provided the Recipient strictly complies with all of the terms and conditions set out in this Letter of Agreement.

- 2.2. The Recipient must maintain compliance with all planning and environmental laws, regulatory and policy requirements in NSW.
- 2.3. The Trust is unable to provide ongoing funds including through the «ProgramName» Grants Program. The Recipient accepts that the Grant is non-recurrent.
- 2.4. The Recipient must respond to any requests for data relating to this project from the Trust or the NSW EPA.
- 2.5. The Recipient must participate in evaluations of the project/program, if required.
- 2.6. Only eligible items will be funded by the Trust and the total amount of the funding will be reduced should claimed items be determined ineligible.
- 2.7. The approved budget may be reduced proportionately to any reduction in your committed contribution as stated in the Budget (Schedule 2) and Milestone and Payments Schedule (Schedule 3).
- 2.8. The Trust may limit the approved grant funding to elements of the proposed project. Where this is the case the Recipient is to provide an amended Project Plan and Budget that align with the approved project. The amended Project Plan and Budget will be the reference documents.
- 2.9. The approved budget may be reduced proportionally or repayment of grant funds may be required if the additional processing capacity described in the Application (Attachment A) and Project Plan (Attachment B) is not fully installed and operational by the end of the funding period.
- 2.10. The Recipient must achieve the milestones and provide satisfactory evidence as described in Schedule 3 – Milestones and Payments.
- 2.11. If delays are likely to be incurred in achieving milestone dates, the Recipient must submit a status report to the Trust no later than five business days prior to the milestone date. This Report is to set out the reasons for the proposed delay, any revision to milestone dates and proposed action to be taken by the Recipient that will minimise the impact of the delay;
- 2.12. A Milestone/Final Evaluation Report (in the format shown in Schedule 4) must be assessed and accepted by the Trust before any payment will be made.
- 2.13. If the Recipient does not comply with all of the terms or conditions set out in this Letter of Agreement, the Trust shall not be obliged to pay any funding, but may in its absolute discretion approve a part payment proportionate to the extent to which the Recipient has complied with this Letter of Agreement.
- 2.14. The recipient must carry out the Project in accordance with the:
  - a. Application Form (Annexure A);
  - b. Project Plan (Annexure B);
  - c. committed expenditure as set out in the Budget (Schedule 2);
  - d. Milestones and Payments Schedule (Schedule 3);
  - e. Special Conditions as detailed in this Letter of Agreement;
  - f. the requirements and eligibility criteria outlined in the Guidelines for Applicants issued for the applicable funding round; and
  - g. any directions given by the Trust until the expiry or termination of this Letter of Agreement

#### **Special conditions**

- 2.15. All products generated from the infrastructure funded under the Organics Infrastructure (Large and Small) Grants Program must show compliance with all applicable NSW EPA Resource Recovery Exemptions/Orders. Please note that the EPA values continual improvement in environmental performance thus Resource Recovery Orders and Resource Recovery Exemptions may become more stringent in the future. The Recipient must respond to the NSW EPA data requests relating to this project.
- 2.16. Recipient to confirm their communication with EPA and local council/s regarding the requirements for amendment to their existing licences or a new licence with the signed Agreement. Based upon these communications the strategy and timeline for such approvals

is to be provided at Milestone 1. Evidence of approvals and licences will also need to be provided at relevant Milestone reports.

- 2.17. The Recipient to update their quality, environmental management and work health and safety systems, and provide evidence of staff training to ensure all staff are aware of the new systems developed for the source separation, collection and processing operation for organics.
- 2.18. «Special\_Cond\_1»
- 2.19. «Special\_Cond\_2»
- 2.20. «Special\_Cond\_3»
- 2.21. «Special\_Cond\_4»
- 2.22. «Special\_Cond\_5»
- 2.23. «Special\_Cond\_6»

### 3. Variations

- 3.1. If the Recipient wishes to amend the project, the Recipient must make a written request to the Trust, setting out details of:
  - a. the proposed change
  - b. the reasons for the proposed change
  - c. how the proposed change will affect the Project and to what extent
- 3.2. The Recipient must receive written advice from the Trust of the outcome of the variation request prior to taking any action to amend the project.
- 3.3. The Recipient must advise the Trust within seven (7) days of any changes to contract details.

### 4. Claims, verification and payments

- 4.1. Claims should be made by completing and forwarding a Milestone/Final Evaluation Report together with all relevant supporting evidence to Grants Administrator, Contestable Grants, Waste & Recycling Programs, NSW Environmental Trust electronically (email preferred) to [waste.recycling@environmentaltrust.nsw.gov.au](mailto:waste.recycling@environmentaltrust.nsw.gov.au). For large files, contact your Grants Administrator for other file transfer options. **Note:** Dropbox is not available.  
  
Alternatively, you can send your reports on a USB to: Grants Administrator, Contestable Grants, Waste & Recycling Program, NSW Environmental Trust, PO Box 644, Parramatta NSW 2124.
- 4.2. The Recipient can only make claims before the end of the Term. After the Term, the right to make claims lapses.
- 4.3. Any payments made under this Letter of Agreement will be made by Electronic Funds Transfer (EFT). You must provide details of your bank account (BSB Number, Account Name and Account Number) with your tax invoices.
- 4.4. An auditor from the Trust or NSW Environment Protection Authority or their delegate can audit Recipient operations and records relating to the funded project at any time during the seven (7) years from commencement of this agreement.

### 5. Publicity and confidentiality

- 5.1. The Recipient must acknowledge the financial support it has received or will receive from the Waste Less Recycle More initiative's Organics Infrastructure (Large and Small) Grants Program under this Letter of Agreement in all Public Statements about the Project.
- 5.2. Any publicity material relating to the project including, but not limited to, brochures, signage, advertising and invitations must use the acknowledgement statement:

*'This project was supported by the Environmental Trust as part of the NSW EPA's Waste Less, Recycle More initiative, funded from the waste levy.'*

- 5.3. The Recipient must:

- a. Use the dual NSW Environmental Trust and EPA logo in any publicity material related to the project including, but not limited to, brochures, signage, advertising and invitations.
  - b. The colour version of the dual logo is preferred. The black-and-white or contrast version may be used where colour reproduction is not available or appropriate.
  - c. The dual logo can be downloaded at the link below. It must not be altered in any way. The minimum approved size of the logo is 21mm in height. Approved logos are under the Waste Less, Recycle More accordian at:  
[www.environment.nsw.gov.au/grants/etlogo.htm](http://www.environment.nsw.gov.au/grants/etlogo.htm)
- 5.4. The Recipient must obtain prior approval from the Trust for the content of the first media release announcing this funding. The assistance of the NSW Government and the funding source must be acknowledged in this and all related media releases and articles.
- 5.5. The Recipient must submit any media articles to the NSW EPA for approval 1 month prior to use.
- 5.6. The Recipient must invite the Trust and NSW EPA to any launch/opening providing at least 1 months' notice.
- 5.7. The Recipient must provide photographic images that can be used in either web or print quality of their project, providing permission to utilise those images for both in NSW Environmental Trust and NSW EPA promotional material.
- 5.8. You must ensure appropriate permission from the individuals appearing in photographs associated with this project has been obtained, enabling them to be used by the Trust and NSW Environment Protection Authority in promotional material.
- 5.9. A copy of all press releases and related media, promotional publications and printed or electronic material and documentation related to the project are to be provided to the Trust with Milestone Reports as they are produced and with the Final Evaluation Report.
- 5.10. The Trust and the Recipient must, subject to 5.1 and 5.2 above, keep the contents of this Agreement and any associated communications between them confidential, except as required by law.

## **6. Audit**

- 6.1. An audit of any aspect of the Project or the Recipient's compliance with this Letter may be conducted at any time by the Trust or any person authorised by the Trust.
- 6.2. The Recipient must co-operate fully with an audit, including:
  - a. granting the person conducting the audit reasonable access to the Recipient's premises, the Recipient's records and all materials relevant to the Project and the performance of this Letter
  - b. permitting the person conducting the audit to inspect and make copies of the Recipient's records and materials relevant to the Project and the performance of this Letter; and
  - c. making available on request at no additional cost to the person conducting the audit reasonable facilities to enable a legible reproduction to be created of the Recipient's records and materials stored on a medium other than in writing
- 6.3. The Trust must give the Recipient reasonable notice of its requirements in relation to an audit and use its reasonable endeavours to minimise disruption and interference to the Recipient's performance of its obligations under this Letter arising from an audit.
- 6.4. Except where otherwise determined by the Trust, the Recipient is responsible for its own costs of participating in an audit and such costs are not to be paid out of the Grant.
- 6.5. The Recipient 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 the Recipient's performance of this Letter.
- 6.6. The Recipient is not entitled to any delay costs or other costs or expenses of whatever nature relating in any way to an audit.

## **7. Consequences of breach**

- 7.1. If the Recipient breaches any of the provisions set out in this Letter of Agreement, the Trust may terminate this Agreement and suspend or claim repayment of funding. The amount that the Recipient must repay will be assessed by the Trust, having regard to the nature and extent of the breach.

## 8. GST

- 8.1. The funding is liable to GST.
- 8.2. The Trust will gross up each payment of funding by the prevailing rate of GST, provided the Recipient gives to the Trust a Tax Invoice in compliance with the GST legislation.

**Note:** Previously grants had to be specifically covered by appropriation but now the 'specifically' has been removed. This has the effect as indicated below:

Removal of the 'specifically covered' requirement.

The term 'specifically covered' in subsection 9-15(3)(c) is not included in the new law. This ensures the following:

- a. The government related entity supplier does not need to be specified under the terms of the appropriation (either by name or as part of a class of entities). All that is required is for the terms of the appropriation to state the purpose for which funds are appropriated.
- b. The terms of the appropriation do not need to be restricted to government related entities. This is particularly useful for universities and schools where the terms of the appropriation often includes private entities as eligible for the funding.

All Environmental Trust funds used for making grants have been appropriated for the purposes of making such grants by the Trust, which has an established role in distributing money for environmental purposes.

In accordance with the ATO advice the Trust will not be adding GST to any grant made to a government agency and that government agency will no longer be liable to the ATO for GST for receipt of the grant from the Trust.

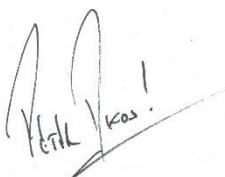
Please advise your financial department that all invoices will need to be issued excluding GST.

## 9. General

- 9.1. The Recipient must repay any amount demanded by the Trust under this Agreement within seven days of the date of the demand.
- 9.2. Any variation to this Agreement must be agreed to in writing by both parties.
- 9.3. Any waiver of this Agreement is only effective if communicated in writing.

I look forward to receiving the attached copy of this Letter of Agreement, signed on behalf of «OrganisationName», to confirm that «OrganisationName» will proceed with the project. If you have any queries in relation to this Letter of Agreement, please contact your Grants Administrator on the above number.

Yours sincerely



**PETER DIXON**  
Director Grants  
Regional Operations

**Acceptance of Terms and Conditions by «OrganisationName»:**

On behalf of «OrganisationName»

ABN: «ABNAppOrg».

I confirm acceptance of the above terms and conditions and agree to enter into the Agreement.

.....  
Person authorised to enter into agreements (please print)

.....  
Signature

.....  
Position title

.....  
Date

**Approval of Agreement between the Trust and «OrganisationName»:**

Signed by NSW Environmental Trust, Director Grants for and on behalf of the Minister for the Environment,  
but not so as to incur any personal liability.

By Peter Dixon

.....  
Signature

In the presence of

.....  
Name of witness (please print)

.....  
Signature of witness

## Schedule 1: Reports

The Recipient must prepare and submit to the Trust the Reports meeting the description and requirements specified below.

Report name	Description	Frequency and date required
Milestone Report	<p>A report of the work performed by the Recipient to achieve a Milestone.</p> <p>The report is to be prepared in the format set out in Schedule 4.</p>	<p>A Milestone Report is required in relation to each Milestone (excluding Milestone 1).</p> <p>Each Milestone Report is to be submitted to the Trust on the applicable Milestone Date.</p>
Statement of Expenditure	<p>A Statement of the Expenditure of the Grant.</p> <p>The report is to be prepared in the format set out in Schedule 4.</p>	<p>A Statement of Expenditure is required to be submitted to the Trust with the:</p> <ul style="list-style-type: none"> <li>a. Milestone Reports</li> <li>b. Final Evaluation Report</li> </ul>
Project Measures Report	<p>A report detailing the project outputs.</p> <p>The report is to be prepared in accordance with Schedule 4 and is to include an explanation of any significant variation from projected outputs, where requested by the Trust.</p>	<p>A Project Measures Report is required to be submitted to the Trust with the:</p> <ul style="list-style-type: none"> <li>a. Milestone Reports</li> <li>b. Final Evaluation Report</li> </ul>
Final Evaluation Report	<p>A summary report documenting completion of the Project in the format set out in Schedule 4. The following documents must be attached to the Final Evaluation Report:</p> <ul style="list-style-type: none"> <li>a. completed Statement of Expenditure prepared in the format set out in Schedule 4</li> <li>b. independently completed Independent Auditor's Report prepared in the format set out in Schedule 4</li> <li>c. completed Monitoring and Evaluation Report detailing the project outputs</li> <li>d. electronic copies of all materials</li> </ul>	<p>The Final Evaluation Report is to be submitted to the Trust within 14 days of the earlier of the:</p> <ul style="list-style-type: none"> <li>a. completion of the Project; or</li> <li>b. termination of this Letter</li> </ul> <p>All unspent Grant monies must be returned to the Trust with the Final Evaluation Report either by:</p> <ul style="list-style-type: none"> <li>a. cheque submitted with the Final Evaluation Report; or</li> <li>b. electronic funds transfer directly to the Trust bank account on the same day as the Final Evaluation Report is submitted to the Trust</li> </ul>

## Schedule 2: Budget

This Schedule forms part of the Letter of Agreement between Trust and the Recipient.

	Other contributions \$		Total other contributions \$	Trust Funds by financial year \$			Total Trust funds \$	Whole project \$
	Cash	In-kind		16/17	17/18	18/19		
Construction								
Consultants								
Contractors								
Equipment								
Other								
<b>Total Budget</b>								



## Schedule 3: Milestone and payments

This Schedule forms part of the Letter of Agreement between the Trust and the Recipient.

Milestone	Milestone date	Instalment amount	Estimated payment date	Evidence of milestone achievement
<b>Milestone 1</b> Signing Letter of Agreement				<b>Milestone 1: including the following:</b> <ul style="list-style-type: none"> <li>Signed Letter of Agreement</li> <li>Any document required as a Special Condition</li> <li>Gantt chart</li> <li>Planning and licence strategy and timeline</li> <li>Project Measures Table projections completed</li> <li>Tax invoice to the NSW Environmental Trust for the instalment amount (shown in third column) with GST added if appropriate</li> </ul>
<b>Milestone 2</b> Construction or purchase of equipment				<b>Milestone 2 including the following:</b> <ul style="list-style-type: none"> <li>Project Measures Table Milestone 2 achieved column completed</li> <li>Statement of Expenditure of money spent to date</li> <li>Copies of Supplier/order documentation (Agreement/Letters of engagement/Purchase Orders)</li> <li>Copy of final design and costings</li> <li>Copy of Development Consent</li> <li>Evidence of Environment Protection Licence progression in line with Development Consent</li> <li>Copies of tax invoices/quotes from all other related service providers, suppliers, contractors</li> <li>Tax invoice to the NSW Environmental Trust for the instalment amount with GST added as appropriate</li> </ul>
<b>Milestone 3</b> Operational commissioning				<b>Milestone 3 including the following:</b> <ul style="list-style-type: none"> <li>Project Measures Table Milestone 3 achieved column completed</li> <li>Statement of Expenditure of money spent to date</li> <li>Evidence of facility construction/equipment installation including electricity etc.</li> <li>Copies of supplier/order documentation</li> <li>Odour Management Plan</li> <li>Quality Assurance Process</li> <li>Information and data to demonstrate compliance with requirements of the relevant Resource Recovery Order</li> <li>Site visit by EPA/Environmental Trust</li> <li>Copies of tax invoices/quotes from all other related service providers, suppliers, contractors</li> <li>Copy of Environment Protection Licence</li> <li>Tax invoice to the NSW Environmental Trust for the instalment amount with GST added as appropriate</li> </ul>
<b>Project Completion</b> Final Evaluation Report				<b>Final Evaluation including the following evidence to support achievement of this Milestone:</b> <ul style="list-style-type: none"> <li>6 month post implementation report</li> <li>Project Measures Table final achieved column completed</li> <li>Final Statement of Expenditure with independent certification</li> <li>Site visit by EPA/Environmental Trust if requested to confirm operation</li> <li>Copies of tax invoices/quotes for all main service providers, suppliers, contractors and major items of plant and equipment</li> <li>Documentation supporting completion of project (e.g. photos, videos)</li> <li>Tax invoice to the NSW Environmental Trust for the instalment amount with GST added as appropriate</li> </ul>
<b>Total Funding</b>		<b>\$«AmountA pproved»</b>		

## Schedule 4: Format of reports

This Schedule forms part of the Deed between the Trust and the Recipient.

### Notes

1. The Recipient must prepare and submit to the Trust Milestone Reports and the Final Evaluation Report in the format set out below. The times and frequency for submitting the Reports are specified in Schedule 3. The Trust may from time to time vary the format of reports and manner of submission by written notice to the Recipient.
2. All reports must be emailed to the: Grants Administrator, Contestable Grants, Waste & Recycling Programs, NSW Environmental Trust to: [waste.recycling@environmentaltrust.nsw.gov.au](mailto:waste.recycling@environmentaltrust.nsw.gov.au). For large files, contact your Grants Administrator for other file transfer options. **Note:** Dropbox is not available.  
  
Alternatively, you can send your reports on a USB to: Grants Administrator, Contestable Grants, Waste & Recycling Program, NSW Environmental Trust, PO Box 644, Parramatta NSW 2124.

### A. Format of Milestone and Final Evaluation Reports

**Name of Recipient:**

**Name of Project:**

**Number of Project:**

**Milestone Report No. ##/Final Evaluation Report:**

**Summary of activities undertaken during the reporting period:**

**Report on any special conditions:**

**Actual Outcomes (must include details of project outputs):**

**Project Measures Report:**

**Comments:**

**Note:** The actual outcomes for the Final Evaluation Report shall include the Project Measures Report prepared in accordance with Schedule 4 C. This report will detail the project outputs attained during and after project completion and include an explanation of any significant variation from forecast project outcomes and outputs as stated in Attachment B and Schedule 4 C.

The Final Evaluation Report shall include detail of the project outcomes against all sections of the Project Plan (Attachment B). The report shall address the following as a minimum:

- Was the plan achieved?
- If not, why not, under or over expectations?
- What if anything would you do differently?
- How will you share what you have learnt in this project with others or adopt into other projects?
- Project Impacts:
  - Sustainability – design, construction processes, materials and operation
  - Economic
  - Social

I, the undersigned, being a person duly authorised by the Recipient certify that:

- a. the information contained in this report is true and correct
- b. the expenditure of the Grant received to date has been solely on the Project; and
- c. there is no matter or circumstances of which I am aware, that would constitute a breach by the Recipient of any term of the Funding Agreement between the Trust and the Recipient dated (*insert date*)

Signature (authorised signatory)

Date

Printed name and position of signatory

**B. Format of Statement of Expenditure** (use the Trust supplied Excel template)

	Other contributions \$		Total other contributions \$	Trust Funds by financial year \$			Total Trust funds \$	Whole project \$
	Cash	In-kind		16/17	17/18	18/19		
Construction								
Consultant								
Contractors								
Equipment								
Other								
<b>Total expenditure</b>								
<b>Total budget</b> (equals the amounts shown in Schedule 2)								
<b>Surplus/(deficit)</b>								

I certify that:

- all the Project expenditure identified above has been expended solely on the Project and for the purposes stated in the Deed of Agreement and any approved variations to it in accordance with the requirements and eligibility criteria outlined in the Guidelines for Applicants issued for the applicable funding round and
- the amount unexpended above (Surplus) has been refunded to the Trust (only applies to Final Evaluation Report)

Signature

Date

Printed name and position of signatory

**Independent auditor's report**

I have audited the Statement of Expenditure and contributions relating the Project set out above and in my opinion:

- the above Statement of Expenditure is in accordance with relevant proper accounts and records; and
- those conditions of the Deed of Agreement that impose limitations and restrictions on expenditure of money have been complied with and expenditure and contributions are in accordance with the requirements and eligibility criteria outlined in the Guidelines for Applicants issued for the applicable funding round, Deed of Agreement and any approved variations to it.

Signature

Date

Printed name and position of signatory

**C. Format of Project Measures Report**

This attachment forms part of the Deed of Agreement between the Trust and the Recipient. A template for the Project Measures Report should be downloaded from the Trust website:

[www.environment.nsw.gov.au/grants/monitoringevaluationreporting.htm](http://www.environment.nsw.gov.au/grants/monitoringevaluationreporting.htm)

## Attachment A – Application Form

This attachment forms part of the Deed of Agreement between the Trust and the Recipient.

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## Attachment B – Project Plan

This attachment forms part of the Deed of Agreement between the Trust and the Recipient.

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