



GRANT AGREEMENT

«ProgramName»

GRANT NUMBER: «ApplicationNumber»

GRANTEE: «AppOrganisationName»

PROJECT: «ProjectTitle»

BACKGROUND: «ProgramInformation»

This Agreement consists of 2 parts:

- Part 1: Agreement
- Part 2: Schedules

Definitions of Terms:

You or Your	<Grantee>
Grant	Amount of money that is being provided by the Trust under this agreement
Project	Project that is to be funded and is the subject of the Project documents and this agreement
Project documents	<ul style="list-style-type: none">• Schedule A - Payment and Reporting Timetable• Schedule B - Guidelines for presenting Progress and Final Reports• Schedule C - Record requirements• Schedule D - Project application• Schedule E - Project budget• Schedule F - Project Plan• Schedule G - Program Project Measures
Trust	NSW Environmental Trust

Part 1: Agreement

The NSW Environmental Trust (“the Trust”), pursuant to the provisions of the *Environmental Trust Act 1998*, agrees to provide <Grantee> (“you”) an amount of \$<Grant Value> (“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 working days of receiving this document, or the offer of funding may lapse.** The following supporting documentation must also be completed and returned along with the signed Grant Agreement:
 - Program Project Measures.
 - Project Plan.
 - Tax Invoice – made out to the **NSW Environmental Trust** for the amount of the first instalment of the Grant (if your organisation does not have an ABN, please submit a written request for payment).

Both the Program Project Measures and the Project Plan template are available at:
www.environment.nsw.gov.au/grants/monitoringevaluationreporting.htm.

Carrying out your Project

- 2) In reference to section 15(2) of the *Environmental Trust Act 1998* the commencement of this Project will be from the date by which both parties have signed the Grant Agreement.
- 3) You must carry out the Project and spend the Grant in accordance with your application and in accordance with this Grant Agreement.
- 4) You must complete the Project and submit your final report within three years of commencement as per Section 15 (2) of the *Environmental Trust Act 1998*, or such other date as is approved in writing by the Trust.
- 5) **Purchase of materials or engagement of consultants or contractors:**

To conform to relevant governance and probity standards, the Trust requires all grantees to follow NSW Government procurement procedures. This relates to all major budget items, such as the purchase of materials, or the engagement of contractors or consultants. The Trust will instigate random audits of grantees to ensure compliance.

All consultants and contractors must be chosen on their merits and ability to effectively deliver the work.

Standard requirements:

- * One quote for all budget items between \$3,000 and \$30,000
- * Three quotes for all budget items above \$30,000

You must obtain three written quotes for all work in excess of \$30,000. The value of work to a single contractor/consultant/individual or company must not exceed \$30,000 in total during the term of this Agreement unless three quotes have been obtained and are provided to the Trust with information on selection.

Note: All quotes must be provided with your first progress report along with information on selection.

6) Recruitment of project staff

To ensure accountability and transparency of public expenditure, projects that have had funding approved towards staff salaries, must undertake a formal recruitment process. All successful candidates must be chosen on their merits.

Standard requirements

- * Job description must be prepared
- * Job must be advertised (either internal or external)
- * Candidates must be assessed on their merit, with all candidates asked the same questions

Note: A copy of the job description, advert and scoring system used must be provided with the first progress report.

Grant payments

- 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, following consultation with the grantee. The Trust will send you a copy of the revised Schedules.
- 9) You must establish and maintain a separate interest-bearing account at a financial institution operating in Australia to process and record all Grant receipts and expenditure. Alternatively, you must demonstrate to the satisfaction of the Trust that adequate internal controls are in place within an existing interest-bearing account operating in Australia to enable identification of Grant receipts and expenditure.
- 10) Any interest earned on funding provided under this agreement is to be applied to the Project.

Requests for information and review of Project

- 11) 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.
- 12) You must, at all reasonable times and upon reasonable notice, allow Trust officers to visit the Project.
- 13) 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

- 14) You must provide the Trust with reports in accordance with the timetable in Schedule A and the requirements in Schedule B.
- 15) You must advise the Trust of any change or loss of Project staff within 28 days of occurrence.

Records

- 16) You must ensure that adequate financial and operational records, including those specified or referred to in Schedule C, are kept and maintained whilst carrying out the Project.
- 17) You must retain the records referred to in clause 16 throughout the Project, and for seven (7) years after the expiry or termination, of this agreement.

Audit

- 18) 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.
- 19) 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.
- 20) Subject to clause 18, you must co-operate fully with an audit, including:
 - (a) Granting the person conducting the audit reasonable access to your premises, records and all materials relevant to the Project and the performance of this Agreement;
 - (b) permitting the person conducting the audit to inspect and make copies of your records and materials relevant to the Project and the performance of this Agreement; 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 your records and materials stored on a medium other than in writing.
- 21) Except where otherwise determined by the Trust, you are responsible for the reasonable costs of participating in an audit and such costs are not to be paid out of the Grant.
- 22) 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.
- 23) You are not entitled to any delay costs or other costs or expenses of whatever nature relating in any way to an audit.

Intellectual Property

- 24) 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 and publicise them on a non-profit basis. This includes the use and reproduction of photographs for Trust and other non-commercial purposes.
- 25) To ensure accountability and transparency of public expenditure, the final report, excluding the financial report, will be publicly available once the grant is acquitted. If suitable, the report may be placed on the Trust website, or will be made freely available to the public on request to the Trust.

Privacy

- 26) 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 24.
 - (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 24.
 - (c) The Trust may disclose information contained in reports, documents and materials you have submitted to a third party for the 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

- 27) You must seek and obtain the prior written approval of the Trust before varying any of the following:
- (a) the nature and purpose of the Project
 - (b) the way in which the Project is to be carried out and completed, as outlined in your Project plan
 - (c) 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
 - (d) the conditions of Grant.

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

- 28) Grantees have the discretion to alter the value of line items within the budget to a cumulative value of 10% of the total grant. If a variation or series of variations exceed 10% of the total grant amount, the grantee is required to obtain formal approval from the Trust.
- 29) The Trust may revoke the Grant by notice given to you in writing by the Trust if you:
- (a) at any time give the Trust misleading or false information
 - (b) 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
 - (c) do not comply with the conditions of the Grant
 - (d) 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
 - (e) being a company, resolve to go into liquidation or enter into any scheme or arrangement with your creditors under the *Corporations (New South Wales) Act 1990* or if any liquidator, receiver or official manager is appointed or if a petition or other Court proceedings is instituted for such appointment, or
 - (f) being a non-profit company, cease to retain your non-profit status, or
 - (g) being an organisation, cease to operate.

30) If the Trust revokes the Grant:

- (a) You must not spend any further Grant monies nor commit any such monies for expenditure.
- (b) 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.
- (c) 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

31) You must acknowledge the NSW Government's assistance on all signs, 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.

32) Where possible, the funding acknowledgement statement is to be accompanied by the NSW Government logo. This logo must also be displayed on all signage and must be in colour

33) 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.

34) You must co-operate as required by the Trust in the preparation of case study documentation based on the final outcomes of the Project.

Indemnities and insurance

35) 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.

36) 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.

37) The Grantee's liability to indemnify the Trust will be reduced proportionally to the extent that any act or omission of the Trust or its members or officers contributed to the damage to property, personal injury or death.

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

For State Government agencies

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

OR

For Community, Local Government or other organisations

- 39) 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.
- 40) 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.

Dispute resolution

- 41) 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.
- 42) Even if a dispute is taking place, the Parties to the dispute should make best efforts to continue to comply with this Agreement.

For State Government agencies

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

OR

For Community, Local Government or other organisations

- 43) 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.

Miscellaneous

- 44) 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

- 45) «Special_Cond_1»
- 46) «Special_Cond_2»
- 47) «Special_Cond_3»
- 48) «Special_Cond_4»
- 49) «Special_Cond_5»
- 50) «Special_Cond_6»
- 51) «Special_Cond_7»
- 52) «Special_Cond_8»
- 53) «Special_Cond_9»

SAMPLE

Execution

<Grantee> accepts the conditions in this Grant Agreement.

(sign)

(print name)

(position in organisation)

(date)

on behalf of the **NSW Environmental Trust** by:

Date:

Peter Dixon
Director Grants
Office of Environment and Heritage

Note:

1. This Agreement should be signed by the Chief Executive Officer or any other person with authority to bind the organisation. The signee of this Agreement will be contacted if reports are not carried out in accordance with the timetable in Schedule A and/or the requirements in Schedule B.
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 to Office of Environment and Heritage as it is 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

Part 2: Schedules

GRANT NUMBER: «ApplicationNumber»

GRANTEE: <Grantee>

PROJECT: «ProjectTitle»

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

- 1) 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	Notes / Due Date
Agreement	Signed Part 1	Within 30 working days of receiving this Agreement
Project Measures	Projected outcomes	Within 40 working days of receiving this Agreement
Project Plan	Project Plan	Within 40 working days of receiving this Agreement
Payment 1	<Payment 1 value>	Payment is subject to: 1. Receipt of the completed documents listed above 2. Submission of a Tax Invoice (see note 2 below) Once all are received, payment will be made within 10 working days
Report 1	Progress Report plus updated Project Measures	<Date>
Payment 2	<Payment 2 value>	10 working days after receipt of satisfactory Report 1 (see note 3)
Report 2	Progress Report plus updated Project Measures	<Date>
Payment 3	<Payment 3 value>	10 working days after receipt of satisfactory Report 2 (see note 3)
Report 3	Final Project Report plus updated Project Measures	<Date>

- 2) The above amounts are GST exclusive. Invoices/requests must be submitted to the in accordance with the information below. **Note** that all invoices/requests should include a Grant Reference Number.
- Organisations that are either government bodies or a government related entity must submit a Tax Invoice for the instalment amount only, without adding GST
 - Other organisations with an ABN and registered for GST must submit a Tax Invoice for the instalment amount plus GST
 - Other organisations with an ABN and not registered for GST must submit a Tax Invoice for the instalment amount only, without adding GST
 - Other organisations with no ABN that are not registered for GST, must submit a written request for the instalment amount to the Trust, along with a [Statement by a Supplier form](#).
- 3) 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.

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, unless variations to Schedule A have been approved. Missing a due date could delay a Grant payment.

About the reports

	PROGRESS REPORT	FINAL REPORT
Purpose	<ul style="list-style-type: none">• Enable comprehensive review of:<ul style="list-style-type: none">- progress to date- reflection on the Project Plan and projected measures• Inform the Trust of any issues, opportunities and changes• Demonstrate appropriate use of funds and allow release of further funds	<ul style="list-style-type: none">• Comprehensively report on:<ul style="list-style-type: none">- reflection on the Project Plan and projected measures- any issues, changes and/or future opportunities• Appropriate use of funds and allow acquittal of Grant.
Reporting period	Period since last report	Whole Project duration

Reporting templates

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 along with an updated Restoration and Rehabilitation Program Project Measures and a 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 should 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 31 of your Grant Agreement). Copies (or 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 24(d) of your Grant Agreement regarding the Trust's right to use and reproduce photographs.

Financial reporting

Financial reporting throughout your project must be presented using the ***Budget Reporting Template*** which will be provided to you on commencement of your grant.

Progress financial reports:

- Progress financial reports do not require independent certification or certification by a Chief Financial Officer.
- 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 require the following financial **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.
- **State/Federal Government and Universities** - Final financial reports regardless of the Grant amount **must be certified by your Chief Financial Officer or a Director / Senior Manager who has delegated authority to certify expenditure** on behalf of your organisation and do not require independent certification.
- **All other organisations** – 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.
- **All other organisations** – Final financial reports for **Grants over \$20,000** must be independently audited by a member of the Institute of Chartered Accountants, the Australian Society of Practising Accountants or the National Institute of Accountants, providing assurance about your financial report and submitting a 'Report on Factual Findings' as per Australian Auditing Standard ASRS 4400:
 - The agreed upon procedures for engagement to report factual findings, must include assurances 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.

Unspent Grant funds

Any unspent Grant funds (greater than \$100) 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 and not a government body) made payable to the NSW Environmental Trust.

Schedule C – Record Requirements

- a) You are required to maintain minimum organisational records, including accounting and financial records, under the various forms of incorporation legislation in external scrutiny of the organisation's yearly activities.
- b) You must maintain a complete set of accounting records and financial records, including:
- Cash Book
 - Bank Deposit Book
 - Cheque Butts
 - Petty Cash Book
 - Receipt Book
 - Monthly Bank Reconciliation of Cash Book
 - Documentation of all expenditure with evidence of approval (e.g. Management Committee of Officers as authorised under the organisation's approved constitution)
 - Wages Records/Time Sheets (where staff are employed)

The above may be encompassed in an adequate computerised accounting system.