



*Please Note: Should your project be successful the funding deed, reporting will be managed through the online Grant Management System. This document is a sample and the text and form of the final deed may vary.*

# Funding Deed

## My Community Project

### Parties

This agreement is made between:

- (i) The Crown in right of the State of New South Wales represented by the Department of Premier and Cabinet ABN : 34 945 244 274 (“us”, “we”, “our” and “the Department”); and
- (ii) The community organisation described below (“you”, “your organisation”).

### Background

**My Community Project (MCP)** provides funding for community projects in NSW. By having the ability to propose and vote on local projects, the people of NSW have the opportunity to determine how to strengthen and improve their communities. My Community Project is made possible by the NSW Generations Fund.

The **DPC Grant Management Office (GMO)** is a business team within the NSW Government responsible for the monitoring and processing of Grant Funding Deeds.

### Contact Details

Grant Management Office:

Phone	
Email	

Sponsor Organisation:

Legal Name	
ABN	
Postal Address	
Organisation Contact Name	
Organisation Contact Position	
Contact Telephone	
Contact Email	
Project Location	
Location Name (if applicable)	

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# Operative Provisions

Terms and Conditions of this Funding Deed

**Any 2019 MCP funding is subject to your agreement with these Terms and Conditions.**

## 1. Definitions

**Application** means the My Community Project Application Form which was executed by you and [insert name of individual] on [insert date].

**Approved Funding Amount** means the total funding amount based on your Application.

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

**Claim** means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs on a full indemnity basis.

**Commencement Date** means the date on which the Department signs this Funding Deed.

**Completion and Acquittal Form** means the online form required to be completed by your organisation and submitted to the GMO within 30 days after the Project Completion Date

**Completion and Acquittal Report** means the report required to be completed by your organisation and submitted to the GMO within 30 days after the Project Completion Date.

**Conflict of Interest** means a situation where the exercise of a person's duty or decision-making is influenced, potentially influenced, or may appear to be influenced, by a secondary interest, including (but not limited to) a private or business interest.

**Funding Deed** means this document and includes the details, Operative Provisions, Schedules and any annexures or other documents cross-referenced in this deed.

**GMO** means the Grant Management Office who are responsible for the monitoring and processing of grant funding deeds.

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

**Location** means the location of the Project as shown in Schedule 1.

**MCP** means the My Community Project.

**MCP Funding** means the grant of funding for the Project from the NSW Generations Fund and as further detailed in this Funding Deed.

**MCP Program Guidelines** means the My Community Project 2019 Program Guidelines published by the NSW Government (available at <https://static.nsw.gov.au/MCP/Accessible-documents/1551823538/My-Community-Project-guidelines-Accessible.pdf>), as updated from time to time.

**Notice** means a notice given under this Funding Deed in accordance with clause 25.

**NSW Generations Fund** means the fund established by *NSW Generations Funds Act 2018 (NSW)*.

**Instalment** means a payment of the MCP Funding for the Project shown in Schedule 1 on the terms required by this Funding Deed.

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

**Progress Report** means a written report in the form of the template provided on SmartyGrants that identifies:

- progress of the Project and any current or anticipated delays (with information regarding the cause of the delay and measures to respond to the delay);
- any actual costs at the date of the report and any actual or anticipated cost overruns; and
- any variations requested since the previous Progress Report.

**Project** means the project described in Schedule 1 for which the MCP Funding has been approved for the purposes of this Funding Deed.

**Project Completion Date** means the date that is 12 months from the Commencement Date.

**Project Term** means the period starting on the Commencement Date and ending on the date by which the final Instalment is made to you and includes any extensions agreed by the Grant Management Office.

**Scope of Works** means the scope of work of the Project set out in Schedule 1.

**SmartyGrants** means the online grant management system used by the GMO to assist with the implementation and management of MCP projects.

**State** means the Crown in right of the State of New South Wales and all officers, employees and agents of the Crown.

## 2. Intent

By signing this Funding Deed your organisation is accepting responsibility for implementing the Project in keeping with the MCP Program Guidelines, the Application and the Scope of Works.

## 3. Multiple funding sources

Multiple sources of funds may be used for the Project, however funding from sources outside of MCP must clearly be for a different component of the Project. Any MCP Funding for the Project (or part of the Project) which is also funded by other sources must either:

- (a) be returned; or
- (b) be deducted from milestone payments (if payment under MCP has already been received).

## 4. Payment

- (a) Subject to the Funding Deed being signed by both parties and all necessary documents being completed and returned (as detailed in Schedule 1) and otherwise in accordance with the terms of this Funding Deed, the MCP Funding will be paid to you in the Instalments shown in Schedule 1.
- (b) For further information on invoicing please refer to Schedule 1 of this Funding Deed.
- (c) All invoices for the payment of MCP funds should be addressed to:  
My Community Project  
C/O Grant Management Office  
PO Box W154  
PARRAMATTA NSW 2150

## 5. Completion, Project Costs and Unspent Funds (Surplus)

- (a) The Project must be completed by the Project Completion Date.

- (b) You agree that the MCP Funding for the Project is the maximum amount to be paid under MCP towards you carrying out the Project and you agree that you are responsible for any costs that exceed the MCP Funding for the Project (whether you expected to incur such costs or not at any time before or after you signed this Funding Deed) and, subject to clause 3, you must obtain any additional funding necessary to complete the Project.
- (c) If the Project is not completed by the Completion Date the MCP Funding may be withdrawn. If you are unable to meet this deadline, please contact the GMO on 1300 107 754 or at [GMO@dpc.nsw.gov.au](mailto:GMO@dpc.nsw.gov.au).
- (d) If at the end of your Project your organisation has unspent MCP Funding, please contact the GMO prior to filling out the Completion and Acquittal Form. Unspent MCP Funding must be repaid.

## 6. Bank account

- (a) To process and record all MCP Funding receipts and expenditure your organisation must maintain either:
  - (i) a separate account at a financial institution; or
  - (ii) an existing general account at a financial institution where adequate internal financial controls are in place for the identification of the MCP funding,which is an authorised deposit-taking institution, located in New South Wales, including a bank, credit union or building society (the 'bank account').
- (b) MCP Funding paid to your organisation must be:
  - (i) held in the bank account; and
  - (ii) used solely for the purposes of the Project.
- (c) Interest earned on MCP Funding held in the bank account must be used solely for the purpose of the Project.
- (d) Should the Project be delayed for any reason, any Instalment already paid to you in accordance with this Funding Deed must be held in the bank account until:
  - (i) they are applied solely for the purpose of the Project; or
  - (ii) they are required to be returned or repaid to the Department in accordance with the Terms and Conditions of this Funding Deed.
- (e) The Department reserves the right to recoup any MCP funding already paid to you and held in the bank account should the Project, in the opinion of the Department, not be making reasonable progress.
- (f) The Department will hold any awarded but unpaid MCP Funding in its account until such time as instalment triggers and progress of the Project can be demonstrated to the Department's satisfaction. The Department reserves the right to not pay MCP Funding to your organisation if it has not:
  - (i) demonstrated satisfactory progress of the Project;
  - (ii) completed and supplied required documentation;
  - (iii) provided satisfactory evidence of expenditure; or
  - (iv) demonstrated intent to deliver the Project in a timely manner.

## 7. GST

- (a) Unless otherwise indicated, all consideration for any supply under this Deed is exclusive of any GST imposed in relation to the supply.
- (b) If:
  - (i) despite any other provision of this Deed, GST is imposed on a supply you make to the Department under this Deed; and
  - (ii) the Department is or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply,  
The Department will pay you an additional amount equal to the GST imposed on that supply, at the time and in the manner payment is otherwise payable under this Deed in relation to that supply.
- (c) If you are not registered under the GST Law, you will not be entitled to receive such amount of any Payment that is equal to the amount of GST imposed on that supply.

## 8. Contractors and Insurances

- (a) It is your responsibility to ensure that contractors (or project partners) with appropriate skills, qualifications and experience are hired for the work proposed to be carried out, and that all work meets the requirements of this Funding Deed and complies with relevant legislation, standards and codes of practice. You are responsible for ensuring that all contractors hold the appropriate licences and insurances.
- (b) Your organisation is responsible for maintaining the currency of any relevant insurances including but not limited to Directors and Officers Liability, Associations Liability, a minimum of \$5 million Public Liability insurance and Worker's Compensation insurance.

## 9. Indemnities

- (a) You must indemnify and keep indemnified the Department, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:
  - (i) the funding or the use of any outcomes from the Project;
  - (ii) your breach of this Funding Deed;
  - (iii) any unlawful or negligent act or omission by you, your employees, your agents or your subcontractors in connection with this Funding Deed;
  - (iv) any illness, injury or death of any person caused or contributed to by you, your employees or your subcontractors in connection with this Funding Deed;
  - (v) any loss or damage to real or personal property caused or contributed to by you, your employees or your subcontractors in connection with this Funding Deed; or
  - (vi) any act or omission by you or your employees or your subcontractors in connection with this Funding Deed that is in infringement of any intellectual property, or privacy rights of the Department or any third party.
- (b) Your liability to indemnify the Department under this clause will be reduced proportionately to the extent that any negligent or unlawful act or omission by the Department, its officers, employees or agents contributed to the relevant loss or liability.

- (c) Your liability to indemnify the Department under this clause does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Funding Deed.

## 10. Privacy

- (a) You will:
- (i) ensure that Personal Information that is provided by the Department or collected by you under or in connection with this Funding Deed is used only for the purposes of this Funding Deed and is protected against loss, unauthorised access, use, modification and disclosure, or against other misuse;
  - (ii) not disclose any Personal Information without the written consent of:
    - the individual to whom the Personal Information relates; or
    - the Department,Unless otherwise required or authorised by law;
- (b) comply with the “Information Protection Principles” applying to NSW public sector agencies under the *Privacy and Personal Information Protection Act 1998* (NSW) when doing any act or engaging in any practice in relation to Personal Information as if you were an agency directly subject to that Act; and
- (c) include equivalent requirements regarding Personal Information (including this clause) in any subcontract entered into to undertake the Project.

## 11. Confidential Information

- (a) Each party must maintain the confidentiality of all commercially sensitive or other confidential information it receives from the other party, except for the information listed in clause 18 (Acknowledgements).
- (b) Clause 11(a) does not apply if the information is required to be disclosed:
- (i) under the *Government Information (Public Access) Act 2009* (NSW) or process or requirement of Parliament or a court or is otherwise required under any applicable law to be disclosed;
  - (ii) in connection with preparing a party’s financial statements;
  - (iii) is publicly available at the time of disclosure; or
  - (iv) if the party who owns the commercially sensitive or confidential information has provided its prior written consent to its disclosure.

## 12. Conflicts of Interest

- (a) You represent and warrant that as at the date of this Funding Deed, no Conflict of Interest exists or is likely to arise in relation to the entry into, or performance of obligations under, this Funding Deed. You undertake to notify the Department, in writing, immediately upon becoming aware of the existence, or possibility, of a Conflict of Interest. On receiving a Notice of a Conflict of Interest, the Department may:
- (i) approve the continuation of the MCP Funding under this Funding Deed, which approval may be subject to reasonable conditions to ensure appropriate management of the Conflict of Interest; or
  - (ii) where in the Department’s reasonable view the Conflict of Interest cannot be appropriately managed, terminate this Funding Deed.

### 13. Variation

- (a) You **must** seek prior written approval from the GMO to vary the Project. Variations to the Project may include, but are not limited to:
  - (i) changes to the nature of the Project, including the type of project, scope of works, location, revised priorities, increased / unforeseen costs; or
  - (ii) changes to the timeframe for delivery, including extensions to completion deadlines.
- (b) You **must** advise the GMO, as soon as possible:
  - (i) if you are unable to proceed with the Project under the terms of this Funding Deed;
  - (ii) if the Project will not commence within 3 months of the date of receiving the first Instalment of MCP Funding;
  - (iii) if the Project has been inactive for a period of 3 months or more; or
  - (iv) if the legal status of your organisation changes.
- (c) You **must** contact the GMO, as soon as possible, following changes to:
  - (i) your organisation's signatories;
  - (ii) other details of your organisation; or
  - (iii) your organisation's contact details including the name of the contact person, address, telephone number or email address.

### 14. Information Requests, Reporting and Acquittal

- (a) By entering into this Funding Deed your organisation agrees to provide Progress Reports, completion reports and any additional information by stated deadlines as requested by the Department.
- (b) Failure to provide a satisfactory Progress Report, other required evidence of completion of project activities and other requested information by the relevant deadline may result in:
  - (i) the organisation being refused payment of any future Instalment of MCP Funding;
  - (ii) termination of this Funding Deed; and
  - (iii) the organisation having to repay spent and/or unspent MCP Funding.
- (c) The GMO manages Funding Deeds through SmartyGrants. By entering into this Funding Deed your organisation and its representatives agree to:
  - (i) submit required project documentation and supply requested information through SmartyGrants; and
  - (ii) abide by the SmartyGrants Privacy and Data Security/Usage Policies found on the SmartyGrants website ([www.smartygrants.com.au](http://www.smartygrants.com.au)) and the MCP online portal (<https://mcp.smartygrants.com.au/>).

### 15. Progress Reports and evidence of completion

- (a) As required or requested by the Department your organisation must submit:
  - (i) Progress Reports;
  - (ii) Completion and Acquittal Reports (with supporting evidence); and
  - (iii) other information or reports as may be requested by the Department.
- (b) Supporting evidence may include, but is not limited to, the following:
  - (i) before, during and after photos;
  - (ii) a signed and dated statement from either a suitably qualified person tradesperson or the local council stating that the works have been completed in accordance with any relevant standards and codes of practice (this may include a Certificate of Occupancy);
  - (iii) copies of media coverage regarding the opening of the completed Project; or
  - (iv) any other evidence demonstrating that the Project has been completed.

- (c) Additional evidence may be requested by the Department to support your completion paperwork.

## 16. Termination of Funding Deed

- (a) Unless terminated earlier in accordance with this clause, this Funding Deed will terminate at the end of the Project Term.
- (b) The Department reserves the right to terminate this Funding Deed at any time. Action to recover or not pay any part of the MCP Funding is at the discretion of the Department. This Funding Deed may be terminated by the Department for a number of reasons, including but not limited to:
  - (i) failure to meet these Terms and Conditions;
  - (ii) if your organisation becomes insolvent, goes into liquidation or administration, is suspended or deregistered or otherwise becomes subject to any form of insolvency proceedings;
  - (iii) failure to make reasonable and timely progress in the implementation of the Project;
  - (iv) provision of intentionally misleading or incorrect information as part of the application for funding or as part of this Funding Deed;
  - (v) failure to deliver, by the due date, any documents or information that are required to be delivered to trigger an Instalment of the MCP Funding;
  - (vi) failure to deliver, by the due date (or any agreed extension of the due date) any of the following:
    - (1) information that is requested by the Department;
    - (2) a satisfactory Progress Report (if required); or
    - (3) satisfactorily completed Completion and Acquittal Form;
  - (vii) if your organisation uses the MCP Funding for purposes other than those for which funding was approved;
  - (viii) if the Department considers that there has been a material adverse change in the circumstances, financial position or structure of the organisation;
  - (ix) if the Department considers that completion of the Project is no longer viable; or
  - (x) the Department exercising its rights under clause 12 (Conflicts of Interest)
- (c) The Department may:
  - (i) in the case of an event specified in paragraphs (b), (d), (g), (h) or (j) above, immediately terminate this Funding Deed by Notice in writing to your organisation; and
  - (ii) in the case of any other default specified above, terminate this Funding Deed by Notice in writing to your organisation if it fails to remedy the relevant default or provide a satisfactory response within 14 days from the date of receipt of a Notice from the Department specifying the relevant default.
- (d) In the event of termination, the Department may request the immediate return of any spent and/or unspent MCP Funding.
- (e) Should your organisation wish to terminate this Funding Deed you must notify the GMO in writing, including the reasons for doing so. You must contact the GMO immediately if a decision has been made to either wind up or dissolve your organisation, or your organisation is suspended or deregistered.

## 17. Audit or Review

The Department reserves the right to audit, or review expenditure of, funds provided in relation to this Funding deed. If this Project is selected for audit or review you will be informed in writing of the

Department's intention. Projects selected for audit will be given at least 14 days' Notice, and a time and location for the audit will be arranged between the Department and your organisation.

## **18. Sale of Property / Equipment**

MCP Funding is provided to improve the wellbeing of people and their community. The sale, conversion or other disposal of facilities or equipment funded under this Funding Deed is not consistent with this purpose. The sale, conversion or other disposal of works funding by the MCP Funding within two years of Completion Date may require repayment of the MCP Funding at the sole discretion of the Department. You are required to notify the Department of any intended sale of capital equipment or infrastructure funded by the MCP Funding.

## **19. Acknowledgements**

- (a) All recipients of NSW Government funding should acknowledge the government. At a minimum, acknowledgement of funding from the NSW Government's My Community Project should be in annual reports, media releases, digital and printed materials, web pages and online documents, advertising, plaques and signs for the period in which funding is received.
- (b) Refer to the Funding Acknowledgement Guidelines for recipients of NSW Government infrastructure grants, available at [communications.dpc.nsw.gov.au/branding](http://communications.dpc.nsw.gov.au/branding) for further information.

## **20. Waiver**

- (a) The NSW Government, the Department and their respective officers do not accept any responsibility or liability for works carried out and bear no responsibility for the Projects.
- (b) No failure or delay by the NSW Government, the Department or their respective officers in exercising any right, power or remedy under this Funding Deed, and no course of dealing with your organisation, will operate as a waiver of a breach or a default by your organisation. Any waiver by the NSW Government, the Department or their respective officers of a breach or default under this Funding Deed will not be construed as a waiver of any further breach or default of the same or any other provision.

## **21. Compliance with law and responsibility**

- (a) Your organisation must:
  - (i) comply with all applicable standards, laws, regulations and policies;
  - (ii) not do anything that would cause the Department to breach any of its obligations under legislation;
  - (iii) obtain all necessary local council and other government department approvals required to conduct the Project and otherwise fulfil its obligations under this Funding Deed;
  - (iv) without limiting Clause 8 (Contractors and Insurances), manage the Project and assume responsibility for the financial management, project planning, insurance and risk management of the Project during its implementation;
  - (v) be accountable for all of the MCP Funding it receives under this Funding Deed;
  - (vi) ensure that adequate financial and operational records and registers are kept and maintained while carrying out the Project and retain such records for seven years after the date that is the earlier of the date the Completion and Acquittal Form is satisfactorily completed or the date of termination of this Funding Deed;
  - (vii) in the event you are not the owner of the Location where the Project will be constructed, installed or otherwise delivered, you must obtain the consent of the land owner of the Location to the Project;

- (viii) to the extent your organisation and the Project is providing a service that engages with children, you represent and warrant to the Department that you have undertaken appropriate working with children checks in respect of any employees and contractors who will be working with children.

## 22. Assignment or change of Crown agent

- (a) You must not assign or novate your obligations or interests under this Funding Deed without the prior written consent of the Department.
- (b) The Department may, but written Notice to you, advise that another NSW Government department, statutory body or other agency is to exercise the rights of the Department under this Funding Deed (being, at all times, rights which are exercisable for and on behalf of the Crown in the right of the State of New South Wales).
- (c) On notification by the Department, you must execute all documents reasonably necessary to give effect to any change of Crown agent by the Department under this clause.

## 23. Intellectual Property

You grant the State a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, publish, adapt and sub-licence any report (including photographs) you provide to the Department in connection with this Deed for the Department's purposes.

## 24. Counterparts

This Funding Deed may be signed in any number of counterparts which taken together will constitute one instrument.

## 25. Further assurances

Each party must promptly execute all documents and do all things required by law, or that the other party from time to time reasonably requests, to effect, perfect or complete this Funding Deed and all transactions incidental to it.

## 26. Notices

- (a) **Notice Requirements:** A notice under this Funding Deed must be:
  - (i) in writing, directed to the representative of the organisation or DPC Grant Management Office; and
  - (ii) forwarded to the address or the email address of the representative of the organisation or the Department:
    - (1) by post to:  
  
Grant Management Office  
GPO Box 5341  
SYDNEY NSW 2001; or
    - (2) by email to: [GMO@dpc.nsw.gov.au](mailto:GMO@dpc.nsw.gov.au)
- (b) **When a notice is served:** A notice under this Funding Deed will be deemed to be served:
  - (i) in the case of delivery in person – when delivered to the recipient's address for service and a signature received as evidence of delivery;
  - (ii) in the case of delivery by post – within three (3) Business Days of posting;
  - (iii) in the case of delivery by email – on receipt of confirmation by the sender that the recipient has received the email.

- (c) **Delivery late in the day:** Notwithstanding the above provisions of this clause 16 (Notices), if delivery or receipt of a communication is on a day which is not a Business Day in the place to which the communication is sent or is later than 5pm (local time in that place) it will be deemed to have been duly given or made at 9am (local time in that place) on the next Business Day in that place.

## **27. Relationship**

- (a) Nothing in this Funding Deed is intended to create a partnership, joint venture or agency relationship between the parties.
- (b) Your organisation will not hold itself out to be an employee, partner, agent or representative of the Department or the NSW Government.
- (c) All work performed by you and all contracts made by you to carry out the Project shall be performed and made by you as principal and not as agent for the NSW Government or the Department. In all dealings in relation to the Project your organisation shall act solely on its own account.

## **28. Governing law and jurisdiction**

The laws in force in the State of New South Wales govern this Funding Deed, and each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in the State of New South Wales

SAMPLE

## Schedule 1 Confirmation of Project Description and Payment Schedule

### Confirmation of Project Scope

Approved Funding Amount

\$

*Based on your funding application (including any GST you are being charged by Contractors, as this is part of the project cost).*

**Is the above approved funding amount the same as requested in your application for funding?**

- Yes, the project received full MCP funding.
- No, the project received partial MCP funding.

*This question is read only.*

**If no, will your organisation be able to cover the shortfall in the funding?**

- Yes, the organisation is able to cover the shortfall

Project Title

*Based on your funding application*

Brief Project Description

*Based on your funding application*

Scope of Works

Location of Project (if applicable)

Source of additional funding

## Payment Schedule

**MCP Funding:** The approved MCP Funding will (subject to compliance with the terms of this Funding Deed) be released in three instalments:

- 1) 50% payment upon signing the Funding Deed (once all required documents have been accepted)
- 2) 30% payment when the project is 50% complete
- 3) 20% final payment once evidence of project completion is accepted.

**Alternative Funding Instalments:** You can propose an alternative payment schedule with appropriate milestones and justification for consideration by the Department. The acceptance or rejection of your proposal is solely at the discretion of the Department.

**Progress Milestones:** Payments will be released when the requirements for each instalment is met. Evidence may include relevant invoices and related receipts of payment.

### Instalment 1

Funding for instalment 1 is:

\$

Triggers for release of instalment 1 are:

1. Funding Deed signed by both parties.
2. Bank details correctly provided via online EFT Form.
3. No outstanding requested documentation.
4. Invoice / Tax Invoice sent to and accepted by the Department.

### Instalment 2

Funding for instalment 2 is:

\$

Triggers for release of instalment 2 - your organisation will provide:

1. Invoice / Tax Invoice sent to and accepted by the Department; and
2. evidence of adequate project progress:

*No more than 100 words. Detail the agreed description of the completed project to trigger the release of instalment 2. Evidence includes receipts, photos and progress reports.*

### Instalment 3

Funding for instalment 3 is:

\$

Triggers for release of instalment 3 - your organisation will provide:

3. Invoice / Tax Invoice sent to and accepted by the Department; and
4. evidence of project completion:

*No more than 100 words. Detail the agreed description of the completed project to trigger the release of instalment 3. Evidence includes receipts, photos and delivery reports.*

## Documentation Checklist

Please attach the development consent / exemption and insurance policy below if they were not submitted at the time of application.

**NOTE:** If any of the required documents are missing, the Funding Deed may not be approved.

### 1. Development Consent

If development consent is required for your Project, you will need to provide a copy. If development consent is not required, please attach evidence that your Project is exempted. If you are not sure, contact your local council before submitting this Funding Deed.

### 2. Owners Consent

If owner's consent is required for your Project it was supplied with your application and is attached to this Funding Deed.

### 3. Public Liability Insurance Certificate of Currency

A current Certificate must be provided showing your organisation has a minimum of \$5 million in publicly liability insurance cover, please attach it to this Funding Deed. If you do not have current cover your Funding Deed will not be approved.

## MCP Funding Deadlines

### A. Return of signed Funding Deed and other triggers for payment of Instalment 1

**Deadline:** 31 December 2019

#### Consequences of not meeting deadline:

Department will not release funding for your project (refer clauses 3, 6, 10 and Schedule 1).

Department may terminate the Funding Deed (refer clauses 14 and 15) or revoke the offer of funding under MCP.

### B. Evidence of milestones reached to trigger Instalment 2

**Deadline:** As agreed

#### Consequences of not meeting deadline:

Department may not release Instalment 2 (refer clauses 4, 6, 14 and Schedule 1).

Department may terminate the Funding Deed (refer clauses 14 and 15).

Your organisation may have to repay MCP funding released (whether spent or unspent) (refer clauses 10 and 11).

### **C. Delivery of additional information or additional Progress Reports as requested by the Department.**

**Deadline: as agreed**

#### **Consequences of not meeting deadline:**

Department may not release future Instalments of MCP Funding (refer clauses 6 and 14).

Department may terminate the Funding Deed (refer clauses 14 and 15).

Your organisation may have to repay MCP funding paid to you (whether spent or unspent) (refer clauses 14 and 15).

### **D. Final date for completion of your MCP funded project.**

**Deadline: 12 months after** the date the NSW Government counter-signs this Funding Deed (unless an agreed project extension is in place)

#### **Consequences of not meeting deadline:**

Funding for your Project may be withdrawn (refer clause 15).

Department may terminate the Funding Deed (refer clauses 14 and 15).

Your organisation may have to repay MCP funding paid to you (whether spent or unspent) (refer clauses 14 and 15).

### **E. Delivery of Completion and Acquittal online form.**

**Deadline: To be advised** (unless an agreed project extension is in place)

#### **Consequences of not meeting deadline:**

Department may terminate the Funding Deed (refer clauses 14 and 15).

Your organisation may have to repay MCP funding paid to you (whether spent or unspent) (refer clauses 14 and 15).

## Schedule 2

**Note:** Digital signatures are not allowed for this formal legal instrument.

### What's Next

#### 1. Confirm organisation details and Payment Schedule

Prior to signing the Funding Deed you will be provided with a form outlining your standard payment schedule to accept before your funding deed is drafted.

If you wish to propose a different payment structure, you will have the opportunity to propose an alternative milestone payment schedule.

If your proposed payment schedule is not accepted, a member of the GMO will contact you explaining the reasons and discuss alternative schedules.

#### 2. Sign Funding Deed

**STEP 1:** Click '**Review & Submit**' on the top left hand corner of your screen in SmartyGrants. Any unanswered mandatory questions will be marked in red for you to complete. Once completed, you need to click '**Review & Submit**' again.

**STEP 2:** Click the '**Download PDF**' button at the beginning or the end of your Funding Deed. Print a PDF copy of the Funding Deed. Complete the 'Recipient Organisation Agreement of Terms and Conditions' section below on the printed hard copy. We **DO NOT** accept digital signatures. Make sure the signature box is signed and dated clearly with a black or blue pen.

**STEP 3:** Scan and save the entire signed Funding Deed. Click '**Attach**' below to upload the signed Funding Deed. Click the '**Submit**' button at the bottom of the screen. You will receive an email confirmation if your submission is successful. Attached to the email confirmation is a copy of the completed Funding Deed for your record.

#### 3. Submit Contact Details and EFT Form

MCP funding amounts are paid by electronic fund transfer. You are required to provide bank details online in the Contact Details and EFT Form. Make sure you **Review & Submit** the form upon completion. *Please ensure bank details are correct as funds transferred to an incorrect bank account may not be recoverable.*

#### 4. Invoice - DO NOT attach invoice now

Your duly signed Funding Deed will be countersigned by the delegated officer of the Department. You will receive a copy of the counter-signed Funding Deed through SmartyGrants, a **Purchase Order** and **Instructions for Invoicing**. You will need to present an invoice / tax invoice to claim the MCP funding. Please follow closely the instructions on what to include and where to send the invoice or payment will be delayed.

## Recipient Organisation Agreement of Terms and Conditions

I/we accept this offer of funding and by signing this Funding Deed confirm that I/we:

- have read and agree with the Terms and Conditions set out in this Funding Deed
- confirm that the project description is correct as set out in Schedule 1
- understand the requirements for payment as set out in Schedule 1 of this Funding Deed
- have read and understood Schedule 2 of this Funding Deed
- agree to provide updates and Progress Reports as required and otherwise upon request, with supporting evidence through MCP's online portal, <https://mycommunityprojectnsw.smartygrants.com.au/>
- agree to complete the Completion and Acquittal online form and deliver evidence of completion within 30 days of completion of the project, through the MCP's online portal
- understand that failure to comply with the Terms and Conditions set out in this Funding Deed may lead to the withdrawal of the MCP funding, termination of this Funding Deed and/or the requirement to repay the funding (whether spent or unspent)

### Execution Clause 1

#### EXECUTED AS A DEED

Signed, Sealed and Delivered  
for  
ABN

*Name of Organisation*

Signature of first authorised officer:

Name and title of first authorised officer:

In accordance with its constitution and, if applicable, any requirements for execution contained in the statute that establishes the recipient organisation in the presence of:

Signature of witness:

Name of witness:

Signature of second authorised officer\*:

\*complete as required

Name and title of second authorised officer\*:

\*complete as required

In accordance with its constitution and, if applicable, any requirements for execution contained in the statute that establishes the recipient organisation in the presence of:

Signature of witness:

Name of witness:

Date:

### Execution Clause 2

*This execution clause is for community organisations incorporated pursuant to the Corporations Act 2001 (Cth). If the community organisation is not a Corporations Act company, use the execution clause 1 set out above.*

*\*\*If your organisation has a sole director and secretary, the sole director and secretary need only sign once, adding the statement "Sole Director and Company Secretary"*

EXECUTED AS A DEED

Signed, Sealed and Delivered for

*Name of Organisation*

In accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director:

Name of Director:

Signature of Director/Secretary:

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Name of Director/Secretary:

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Date:

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### Department Execution Clause

#### My Community Project Use Only

Signed, Sealed and Delivered for and on behalf of the **Crown in right of the State of New South Wales** acting through the **Department of Premier and Cabinet** by its authorised officer named below but not so as to incur personal liability

Signature of Authorised officer of the Department	
Name and Position	
Signature of Witness	
Name of Witness	
Date	