



# Funding Agreement

## CBD Revitalisation Program – Round 3

### Parties

**The Crown in right of the State of New South Wales, acting through Investment NSW**

And

<Recipient Name>

as detailed in the Activity Schedule.

### Background

The Agency has agreed to provide the Recipient with the Funding for the purpose of carrying out the Activity and furthering the Objectives.

The Recipient has agreed to accept and use the Funding to carry out the Activity in accordance with this Agreement.

### Scope of Agreement

This Agreement is made up of the parts stated in the General Terms and Conditions.

# Table of Contents

Background.....	1
Scope of Agreement .....	1
Activity Schedule.....	3
General Terms and Conditions .....	12
1.    Scope of this Agreement.....	12
2.    The Activity .....	12
3.    Significant Assets .....	12
4.    Funding and payment .....	13
5.    GST .....	13
6.    Withholding payment and repayment.....	14
7.    Reduction in Funding.....	14
8.    Acknowledgement of Funding and publicity .....	15
9.    Reports and review.....	15
10.   Records .....	16
11.   IP.....	16
12.   Confidentiality and privacy.....	17
13.   Risk Management.....	17
14.   Disputes.....	18
15.   Termination.....	19
16.   General.....	20
17.   Interpretation .....	22
Attachment 1 – Sample Final Report.....	25
Attachment 2 - Participant Survey Questions .....	32

**Activity Schedule**

<b>Item 1</b>	<b>Agency</b>
Name:	The Crown in right of the State of New South Wales, acting through Investment NSW
ABN:	78 520 401 237
Address for notices:	52 Martin Place Sydney NSW 2000
Email address for notices:	<insert>
Agency contact:	
	Position           <insert>
	Telephone        <insert>
	Email              <insert>

<b>Item 2</b>	<b>Recipient</b>
Name:	<insert full legal Recipient name>
Legal entity status:	<input type="checkbox"/> Company (including a company limited by guarantee) <input type="checkbox"/> Incorporated Association <input type="checkbox"/> NSW Government Agency <input type="checkbox"/> Local Council
Trustee of a trust:	The Recipient [is] [is not] entering into this Agreement as a trustee of a trust.
Business Name:	<insert>
ABN:	<insert>
Address for notices:	<insert address for service of notices>
Email address for notices:	<Insert email address for service of notices, if required. The email address for notices should be accessible by more than one person.>
Recipient contact:	
	Name:            <insert>
	Position        <insert>
	Telephone      <insert>
	Email            <insert>

<b>Item 3</b>	<b>Term</b>
<b>Clause 1.2</b>	
Agreement Start Date:	<Insert start date e.g. The date of execution of this Agreement by the last party to execute.>
Agreement End Date:	30 September 2022, unless earlier terminated by either party, or extended by the Agency, in accordance with this Agreement.

<b>Item 4</b>	<b>Activity Details</b>
<b>Clauses 2 and 16.3</b>	
Funding Program:	CBD Revitalisation Program – Round 3

**Item 4  
Clauses 2 and 16.3**

**Activity Details**

Activity: <insert name and description of funded Activity>

Eligible CBD: **[insert Eligible CBD]**

Activity Objectives: <insert description of purposes/goals for the Activity>

Activity Start Date: <insert start date for Activity>

Activity Period: From the Activity Start Date until 31 August 2022.

Activity Plan: **[Note – Form of Activity Plan to be agreed with successful Applicant]**

<b>Milestone 1:</b> <insert description of milestone>	<b>Expected completion date:</b> <insert due/expected date for milestone completion>			
Activities to be undertaken to achieve this milestone <insert>	<table border="0"> <tr> <td>Start date</td> <td>End date</td> <td>Responsibility</td> </tr> </table>	Start date	End date	Responsibility
Start date	End date	Responsibility		

<b>Milestone 2:</b> <insert description of milestone>	<b>Expected completion date:</b> <insert due/expected date for milestone completion>			
Activities to be undertaken to achieve this milestone <insert>	<table border="0"> <tr> <td>Start date</td> <td>End date</td> <td>Responsibility</td> </tr> </table>	Start date	End date	Responsibility
Start date	End date	Responsibility		

Activity Budget:

<b>Activity income</b>	<b>Total \$ (GST ex.)</b>
Funding from agency	\$<insert>
Funds from Recipient	\$<insert>
Funds from other contributors	
■ Grant (Commonwealth):	\$<insert>
■ Grant (other NSW government agency):	\$<insert>
■ Grant (other):	\$<insert>
<b>Total Activity income:</b>	<b>\$&lt;insert&gt;</b>

<b>Activity expenditure</b>			
Category	Item	Capital Asset	Estimated budget (GST ex.)
Labour	<e.g. 1xProject Officer at \$35p/h for 35 hours/week for 6 months>	N/A	\$<insert>
Contractor		N/A	\$<insert>
Logistics		N/A	\$<insert>
Marketing		N/A	\$<insert>
In-Kind		N/A	\$<insert>
Other		<input type="checkbox"/> Y <input type="checkbox"/> N	\$<insert>
<b>Total Activity Expenditure:</b>			<b>\$&lt;insert&gt;</b>
Activity costs met by in-kind contribution			\$<insert>

:

Approved Subcontractors:

<If Recipient may subcontract any part of the conduct of the Activity to a pre-approved subcontractor, identify the subcontractor/s here.>

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**Item 4 Activity Details**

**Clauses 2 and 16.3**

Specified Personnel and Specified Personnel Hours: Not used.

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**Item 5 Significant Assets**

**Clauses 3 and 15.3(d)**

Significant Asset Threshold Value: Not used  
 Significant Asset Retention Period: Not used.  
 Significant Assets held on trust: Not applicable.

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**Item 6 Funding and payment**

**Clauses 2 and 4**

Funding: The total amount of the Funding is \$<amount> GST ex.)  
 Interest [can] be earned on the Funding.

Payment: Recipient Created Tax Invoices [will not] be issued by the Agency in respect of the Funding.

Subject to this Agreement, the Funding will be paid by direct transfer to the Recipient's Nominated Account in accordance with the below Payment Plan:

Payment Plan Instalment number and amount			Payment trigger	Expected Date for payment
GST ex.	GST	Total (GST incl.)		
1. \$<insert>	\$<insert>	\$<insert>	Execution of Funding Agreement and receipt of a Correctly Rendered Tax Invoice	Within 30 Business Days of Agreement Start Date
2. \$<insert>	\$<insert>	\$<insert>	Satisfactory completion of Project and Final Report approved by the Agency and receipt of a Correctly Rendered Tax Invoice	Within 30 days of satisfaction of Payment Trigger.

Nominated Account: Account name: <insert>  
 Account number: <insert>  
 Financial institution: <insert>

Contribution:  Yes  No

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**Item 7 Notified Policies and Standards**

**Clause 2**

Not used

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**Item 8     Reports**  
**Clause 9**

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The Recipient will provide the following reports:

- (a) a Final Report, within 30 Business Days of the Activity's completion; and:
- (b) an audited statement of receipts and expenditure in respect of the Activity within 30 Business Days of the Activity's completion.

A sample of the final report is at Attachment 1 Sample Final Report.

In the Final Report, the Recipient must report on:

- Number of participants at the event or activation
- Average dollar value spent by participants
- Average time spent by participants in relevant CBD area
- Number of businesses supported within the relevant CBD area

The Recipient also will use best endeavours to survey all participants in its Activity, directly after their participation and three months after participation and provide the raw data (anonymised) to the Agency. The raw data must be provided to the Agency for the first survey with the Final Report and for the second survey within 20 Business Days of survey completion. The survey questions are available at Attachment 2 Participant Survey Questions.

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**Item 9                     IP**  
**Clause 11**

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IP ownership                     Not used

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Acknowledgement of creators                     No.

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**Item 10                     Funding Acknowledgement**  
**Clause 8**

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In accordance with Funding Program guidelines.

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**Item 11                     Insurance**  
**Clause 13.3**

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Type of Insurance	Insured Amount (\$AUD)	Additional period after Agreement termination or expiry
Broad form public liability	\$20 million	12 months

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**Item 12                     Additional conditions**  
**Clause 1.1**

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AC1                     The following additional definitions apply to this Agreement:

**Eligible Costs** means costs which are:

Item 12 Clause 1.1	Additional conditions
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- (a) a direct cost related to the Activity;
- (b) incurred during the Activity Period;
- (c) a true and accurate reflection of costs required to deliver the activity; and
- (c) Reasonable Costs, including reflecting competitive market rates as determined by the Agency.

Eligible Costs include, but are not limited to:

- (d) labour expenditure for temporary employment for the Activity;
- (e) the cost of any portion of the Activity provided by a third party (including an Approved Subcontractor) as set out in the Budget, such as a contract with another organisation for performing artists fees or hire of temporary equipment;
- (f) costs associated with staging events and activation activities; and
- (g) costs associated with marketing and communication of the Activity.

Eligible Costs do not include any of the following:

- (h) expenditure on any portion of the Activity outside of the Eligible CBD;
- (i) expenditure relating to a continuing of the Activity after the Activity Period for what would be delivered after the end of the Activity Period;
- (j) any portion of the Activity that would require ongoing funding from the NSW Government;
- (k) any portion of the Activity that has commenced or been completed before the Funding Offer Date;
- (l) expenditure that would constitute the normal course of business for the Recipient; or
- (m) the acquisition of any property, including land.

**Reasonable Costs** means Eligible Costs which are determined by the Agency to be reasonable for the type of expenditure undertaken, including by having regard to relevant industry costs benchmarks.

AC2 For the purpose of this Agreement, the scope of Records that may be requested by the Agency for the purpose of reviewing any Funding provided this Agreement include, but are not limited to, supplier contracts, quotes, and invoices.

AC3 Where the Recipient is indicated in Item 2 as being a NSW Government Agency, this Agreement is modified as follows:

- (a) clause 13.1(f) does not apply;

<b>Item 12 Clause 1.1</b>	<b>Additional conditions</b>
	(b) clause 13.3 (Insurance) does not apply;
	(c) clause 14 (Disputes) does not apply and is replaced with: (a) Both Parties agree to attempt to act in good faith in carrying out their obligations under this Agreement and to attempt to resolve any dispute in good faith. (b) The Parties must resolve any dispute in relation to this Agreement in accordance with Premier's Memorandum M1997-26 'Litigation Involving Government Authorities'.
<b>Item 13 Clause 1.1</b>	<b>Attachments</b>
Attachment 1	Sample Final Report
Attachment 2	Participant Survey Questions



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**Execution**

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**Executed as an agreement:**

**Executed** for and on behalf of The Crown in right of the State of New South Wales, acting through Investment NSW by its duly authorised officer, <insert authorised officer name and position>, but not so as to incur personal liability.

\_\_\_\_\_  
Signature

In the presence of:

Name of witness

\_\_\_\_\_  
Signature of witness

Date:

**[Alternatives 1A and 1B - where Recipient is a corporation]**

**Executed** by <Recipient name and ACN> in accordance with section 127 of the *Corporations Act 2001* (Cth).

By: <insert name and position of director 1>.

\_\_\_\_\_  
Signature

And by <insert name and position of director 2 or company secretary>.

\_\_\_\_\_  
Signature

Date:

**Executed** by <Recipient name and ACN> in accordance with section 127 of the *Corporations Act 2001* (Cth).

By: <insert name and position of sole director/secretary> who states that s/he is the sole director and sole secretary of <Company name>.

\_\_\_\_\_  
Signature

Date:

**[Alternative 2 - where Recipient is an incorporated association]**

**Executed** by <insert name and ABN/other registration number of the incorporated association> in accordance with its constitution and any requirements for execution contained in the statute that establishes the incorporated association.

By:

Print name and position of authorised signatory

\_\_\_\_\_  
Signature

On: <insert date>

In the presence of:

Name of witness who is not a party to this Agreement.

\_\_\_\_\_  
Signature of witness

And by:

Print name and position of authorised signatory 2

\_\_\_\_\_  
Signature

At: <insert location>

On: <insert date>

In the presence of

Name of witness who is not a party to this Agreement.

\_\_\_\_\_  
Signature of witness

**[Alternative 3 - where Recipient is an NSW Government agency]**

**Executed** for and on behalf of <insert full legal name of agency> by its duly authorised officer, <insert authorised officer name and position>, but not so as to incur personal liability.

In the presence of:

Name of witness

\_\_\_\_\_  
Signature

Date:

\_\_\_\_\_  
Signature of witness

**[Alternative 4 - where Recipient is a local council]**

**Executed** for and on behalf of <insert full legal name of Council> by its duly authorised officer, <insert authorised officer name and position>, but not so as to incur personal liability.

\_\_\_\_\_  
Signature

In the presence of:

Name of witness  
Date:

\_\_\_\_\_  
Signature of witness

SAMPLE

## General Terms and Conditions

### 1. Scope of this Agreement

#### 1.1 Parts of this Agreement and priority

- (a) This Agreement consists of the following parts (in order of precedence):
  - (i) These General Terms and Conditions
  - (ii) The Activity Schedule;
  - (iii) The Attachments (if any); and
  - (iv) Any other documents incorporated by reference.
- (b) If there is any inconsistency between these parts, unless expressly stated otherwise it will be resolved by applying the above order of precedence, with (i) taking highest priority.

#### 1.2 Term

This Agreement will be for the Term unless earlier terminated in accordance with its terms.

### 2. The Activity

The Recipient must, in accordance with this Agreement:

- (a) if required, provide the Agency with a completed Activity Risk Assessment before the Activity Start Date;
- (b) carry out the Activity:
  - (i) within the Activity Period, so as to promote the Objectives;
  - (ii) in accordance with the Activity Plan and any Activity Budget;
  - (iii) using any Specified Personnel for the Specified Personnel Hours (if any);
  - (iv) diligently, to a professional standard and ensuring that any personnel who are engaged on the Activity are appropriately qualified, trained and experienced and hold any required clearances; and
  - (v) in compliance with all applicable laws, Funding Program conditions and any Notified Policies and Standards;
- (c) not sub-contract the conduct of the Activity or any part of it, except to an Approved Subcontractor, without the Agency's prior consent; and
- (d) hold all necessary licences, consents and approvals that may be required to conduct the Activity.

### 3. Significant Assets

- (a) The Recipient must ensure that any Significant Asset purchased wholly or partly with the Funding is recorded in an Asset Register that is kept current at all times.
- (b) Subject to clause 15.3(d) (Deliver-up Significant Assets), unless otherwise agreed the Recipient must retain ownership of any Significant Asset, purchased wholly or partly with the Funding for the Term and for the Significant Asset Retention Period.
- (c) If the Activity Schedule specifies that Significant Assets are held on trust for the Agency then the following clauses apply:

- (i) A Significant Asset that is purchased by the Recipient:
  - A. wholly with the Funding is held by the Recipient on trust for the benefit of the Agency; and
  - B. partly with the Funding is held by the Recipient on trust for the Agency as to a proportionate share of the value of that Significant Asset.
- (ii) The Recipient must do all things reasonably requested by the Agency, including execute any necessary documents, to give full effect to, and protect, the trust created by this clause 3 (Significant Assets).
- (iii) Subject to clause 15.3(d) (Deliver-up Significant Assets), all Significant Assets cease to be held by the Recipient on trust for the Agency upon termination or expiry of this Agreement.

#### **4. Funding and payment**

- (a) The Recipient must:
  - (i) use the Funding only for the Activity and during the Activity Period;
  - (ii) use the Funding only for Eligible Costs; and
  - (iii) if required, provide the Contribution.
- (b) Without limiting clause 4(a), the Recipient undertakes that any use of Funding in respect of Contingencies will only be used for Eligible Costs.
- (c) Subject to this Agreement, if the Recipient meets its obligations under this Agreement to the Agency's reasonable satisfaction, the Agency will pay the Funding to the Recipient in accordance with the Activity Schedule.
- (d) Unless otherwise agreed, payment will be by direct transfer to the Recipient's Nominated Account.
- (e) Payment of any amount of the Funding is not an admission by the Agency that the Recipient has met its obligations under this Agreement to the Agency's reasonable satisfaction.
- (f) Any interest earned on the Funding must be spent on the Activity unless otherwise approved.
- (g) The Recipient must immediately deposit and keep all Funding in its Nominated Account, which must be an account, with an Australian branch of an established bank, building society or credit union, which is solely controlled by the Recipient and allows for the Funding to be separately identified.

#### **5. GST**

- (a) If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement and the supplier is registered for GST, subject to receipt of a Correctly Rendered Tax Invoice (or in conjunction with the issue of an RCTI if applicable and agreed) the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- (b) The Recipient must immediately notify the Agency if its GST registration status changes during the Term.
- (c) If, for any reason, the Agency pays to the Recipient an amount under this clause (GST) which is more than the GST imposed on a particular supply by the

Recipient to the Agency, the Recipient must immediately repay to the Agency the excess or the Agency may set off the excess against any other amounts due to the Recipient.

- (d) Subject to this clause (GST), if the Activity Schedule specifies that RCTIs will issue in respect of the Funding, the Recipient agrees that:
  - (i) the Agency will issue it with an RCTI; and
  - (ii) the Recipient will not issue a tax invoice,in respect of any taxable supply that the Recipient makes under this Agreement.

## 6. Withholding payment and repayment

- (a) The Agency may, by notice, withhold payment of any amount of the Funding if and for so long as it reasonably believes that:
  - (i) the Recipient has not complied with this Agreement;
  - (ii) the Recipient is unlikely to conduct the Activity or administer the Funding in accordance with this Agreement; or
  - (iii) the Recipient's actions will cause damage to the reputation of the Agency or its Funding Program.
- (b) If any amount of the Funding:
  - (i) has been incorrectly claimed or overpaid;
  - (ii) has not been spent in accordance with this Agreement (including failure to conduct the Activity in accordance with this Agreement);
  - (iii) has been spent upon a Significant Asset that is disposed of in breach of this Agreement;
  - (iv) is surplus to the requirements of the Activity (including the application of any Contingency to such matter); or
  - (v) is unspent upon termination or expiry of this Agreement,then the Agency may, by notice:
  - (vi) require the Recipient, within no less than twenty (20) Business Days, to repay that amount to, or to otherwise deal with that amount as directed by, the Agency; or
  - (vii) deduct that amount from any future payments of Funding, or other funding, payable by the Agency to the Recipient.
- (c) If the Recipient does not make any required repayment of Funding under this Agreement by the due date for payment the Agency may recover the amount as a debt due to the Agency without the need for further proof.

## 7. Reduction in Funding

- (a) Without limiting other rights under this Agreement, the Agency may reduce the Funding agreed but not yet paid to the Recipient under this Agreement by giving at least 20 Business Days' notice to the Recipient:
  - (i) **(Loss of Funding)** if the Agency does not receive sufficient funds from the NSW Parliament or the Commonwealth Government to provide the Funding for the Activity; or
  - (ii) **(Change of policy)** if there is a change in NSW Government policy which affects the Funding Program or the Activity.

- (b) If the Funding is reduced under this clause the Agency will:
  - (i) agree with the Recipient any necessary consequent variation to this Agreement, for example, by way of reduction in scope of the Activity; and
  - (ii) pay the Recipient's reasonable, substantiated costs (other than loss of profit or income) necessarily and directly incurred as a result of the reduction in the Funding and any consequent variation to the Agreement ("Reduction in Funding Costs"), provided that:
    - A. the Recipient uses its best efforts to minimise its Reduction in Funding Costs; and
    - B. the total amount of Reduction in Funding Costs payable will not exceed the total amount of unpaid Funding forfeited through reduction in the Funding under this clause 7 (Reduction in Funding).

## 8. Acknowledgement of Funding and publicity

- (a) The Recipient must:
  - (i) ensure that all public statements relating to the Activity or the Funding acknowledge the provision of the Funding by the Agency;
  - (ii) comply with any Agency requirements in respect of the form and content of any acknowledgement of Funding, as specified in the Activity Schedule; and
  - (iii) only use Agency or NSW Government branding or logos with the Agency's prior consent and in accordance with the NSW Government's Brand Guidelines, currently published at <https://www.nsw.gov.au/branding>.
- (b) If requested, the Recipient must use best efforts to ensure the Agency and its Minister are given a reasonable opportunity to participate in media coverage or other promotion of the Activity.
- (c) The Agency may publicise and report on the provision of the Funding to the Recipient, including the amount and purpose of the Funding and the nature and outcomes of the Activity.
- (d) If requested, the Recipient must promptly remove its acknowledgement of the Funding and any Agency or NSW Government logo from any material relating to the Activity if the Agency reasonably requests it (for example, if the Agency determines that the Activity is not consistent with the Activity Objectives).

## 9. Reports and review

### 9.1 Reports

- (a) The Recipient must provide:
  - (i) the required Reports in relation to its conduct of the Activity, as and when required by this Agreement; and
  - (ii) any additional reports or information that may be reasonably requested by the Agency from time to time, for example to address specific issues of concern, as and when requested.

- (b) If the Agency does not accept a Report as satisfactory, the Recipient must submit a revised Report within ten (10) Business Days of the Agency's request.

## 9.2 Review

- (a) The Agency will regularly review (either directly or through a third party contractor acting as the Agency's authorised representative) the Recipient's implementation of this Agreement, including:
  - (i) its conduct of the Activity against the Objectives;
  - (ii) its expenditure of the Funding and any required Contribution against the Activity Budget and the Activity Plan, including in respect of any Contingencies in the Activity Budget; and
  - (iii) research and analysis in respect of the Funding Program, evaluation of the outcomes of this Agreement and/or the Funding Program and reporting on the Funding Program.
- (b) To facilitate the Agency's review the Recipient under clause (a) must, on reasonable notice:
  - (i) make appropriate personnel available to meet with, and/or discuss, the implementation of the Agreement with the Agency or its authorised representative;
  - (ii) make available to the Agency or its authorised representative, for inspection and the making of copies as appropriate, all relevant Records reasonably requested and assist the Agency in that inspection and the obtaining of any requested copies; and
  - (iii) allow the Agency or its authorised representative reasonable access to any site of the Activity to inspect the conduct of the Activity.

## 10. Records

The Recipient must:

- (a) keep and maintain adequate financial and operational Records in respect of its implementation of this Agreement, including Records of:
  - (i) its conduct of the Activity; and
  - (ii) its receipt and expenditure of the Funding and any required Contribution,
  - (iii) during the Term and for seven (7) years following termination or expiry of this Agreement; and
- (b) provide copies of these Records to the Agency upon request.

## 11. IP

- (a) Subject to clause 11(b), unless otherwise stated in the Activity Schedule, the Recipient owns the IP in the Activity Material.
- (b) This Agreement does not affect ownership of IP in Existing Material.
- (c) The Recipient grants (and will ensure any relevant third party IP owners grant) the Agency and the State a permanent, non-exclusive, irrevocable, royalty-free licence (including the right to sub-license) to use, reproduce, communicate, publish, adapt and modify the Activity Material for non-commercial, government purposes.



- (d) The Recipient must obtain, and, if requested, provide to the Agency in conjunction with the required final report or acquittal, signed Moral Rights consents from all creators of the Activity Material:
  - (i) if specified in the Activity Schedule that authorship will be acknowledged, to their use and adaptation by the Agency and the State without restriction, subject to acknowledgment of the authorship of the creator; or
  - (ii) otherwise, to their use and adaptation by the Agency and the State without restriction or any requirement to attribute authorship to the creators.
- (e) If requested by the Agency, the Recipient must provide the Agency with a copy of any Activity Material in the format reasonably requested.
- (f) The Recipient warrants that the use of Activity Material in accordance with this Agreement will not infringe any third party's IP rights.

## **12. Confidentiality and privacy**

- (a) Neither Party may disclose the other's Confidential Information without its prior consent unless the disclosure:
  - (i) is required or authorised by law, Parliament, the Agency's responsible Minister or by this Agreement;
  - (ii) is reasonably required by a person, including a contracted auditor of the Agency, for the purpose of performing this Agreement;
  - (iii) is required for the Agency to perform a governmental function including research and analysis in respect of the Funding Program, monitoring performance of this Agreement, evaluation of the outcomes of this Agreement and/or the Funding Program and reporting on the Funding Program; or
  - (iv) is to that Party's own professional advisers for the purpose of obtaining advice, or to its insurer for the purpose of claim management.
- (b) Each Party will ensure that any third party to which it discloses Confidential Information under a permitted disclosure is made aware of the confidential nature of the information.

### **12.2 Compliance with Privacy Legislation**

To the extent that it deals with Personal Information in conducting the Activity, the Recipient must:

- (a) comply, and ensure that its Personnel comply, with applicable Privacy Legislation;
- (b) not cause the Agency to breach any obligations imposed by the Privacy and Personal Information Protection Act 1998; and
- (c) immediately notify the Agency if it becomes aware of an actual or potential breach of privacy.

## **13. Risk Management**

### **13.1 Recipient representations and warranties**

The Recipient represents and warrants that, as the date of its execution of this Agreement:

- (a) **(information)** all information provided by it to the Agency is true and correct;
- (b) **(authority)** it has full power and authority to enter into this Agreement and to perform its obligations;
- (c) **(validity)** the execution, delivery and performance of the Agreement by it has been validly authorised;
- (d) **(skills, expertise)** it has the expertise, skills, qualifications and resources required to perform its obligations under the Agreement;
- (e) **(no conflict of interest)** other than those (if any) disclosed in its Funding application, to the best of its knowledge, neither the Recipient nor its Personnel have any actual, perceived or potential conflicts of interest in relation to the Activity; and
- (f) **(no adverse proceedings)** it is not aware of any circumstances, including any financial circumstances or litigation or other proceedings that are taking place, pending or threatened, which might affect its ability to perform the Agreement.

### 13.2 Notice of adverse events

- (a) The Recipient must promptly notify the Agency as soon as it becomes aware of:
  - (i) any material change to any representation and warranty given under this Agreement;
  - (ii) any significant delay or suspension of the Activity, including if the Activity is inactive for more than forty (40) Business Days; or
  - (iii) any other matter that is reasonably likely to adversely affect its conduct of the Activity or its performance of this Agreement;and, in consultation with the Agency, take available steps to lessen the impact of any such adverse event.

### 13.3 Insurance

- (a) The Recipient must procure and maintain, with a reputable insurance company, each of the following policies:
  - (i) Broad form public liability insurance (incorporating products liability insurance) for the minimum amount specified in the Activity Schedule in respect of each and every occurrence and unlimited in the number of such occurrences over any one period of cover, during the Term and for any additional period post termination or expiry specified in the Activity Schedule.
  - (ii) Workers' compensation in accordance with applicable legislation in respect of all employees of the Recipient.
  - (iii) Any other policy specified in the Activity Schedule.
- (b) The Recipient must, on request, produce evidence satisfactory to the Agency that its required insurance policies are current.

## 14. Disputes

- (a) The Parties must attempt to settle any dispute in relation to this Agreement in accordance with this clause 14 (Disputes) before resorting to court proceedings or other dispute resolution process.

- (b) A Party claiming that a dispute has arisen, must give written notice of the dispute to the other Party. On receipt of this notice the Parties must within ten (10) Business Days of receipt seek to resolve the dispute.
- (c) If the dispute is not resolved within this ten (10) Business Day period or within such further period as the Parties agree in writing, then the dispute is to be referred to the Australian Disputes Centre ("ADC") for mediation.
- (d) The mediation shall be conducted in accordance with the ADC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
- (e) If the dispute is not settled within twenty (20) Business Days (or such other period as agreed in writing) after appointment of the mediator, or if no mediator is appointed within twenty (20) Business Days of the referral of the dispute to mediation, the Parties may pursue any other procedure available at law for the resolution of the dispute.
- (f) If the Agency requests it, the Recipient must continue performing this Agreement while a dispute is being dealt with in accordance with this Clause 14 (Disputes), to the extent practicable to do so.
- (g) Nothing in this clause 14 (Disputes) will prevent either Party from seeking urgent interlocutory relief.

## 15. Termination

### 15.1 Termination by Agency for cause

Without limiting other rights under this Agreement or at law, the Agency may terminate this Agreement with immediate effect by giving notice to the Recipient, if:

- (a) **(Breach capable of remedy)** the Recipient breaches a provision of this Agreement and fails to remedy the breach within twenty (20) Business Days following receipt of a notice requiring the Recipient to do so (or such longer period as determined by the Agency);
- (b) **(Breach not capable of remedy)** the Recipient breaches a provision of this Agreement and, in the Agency's reasonable opinion, the breach is incapable of remedy;
- (c) **(Inappropriate conduct)** in the Agency's reasonable opinion, the Recipient's actions will cause damage to the reputation of the Agency or its Funding Program;
- (d) **(Change in Control)** there is a Change in Control of the Recipient that, in the Agency's reasonable opinion, renders the Recipient no longer eligible to receive the Funding.

### 15.2 Termination by Agency without cause

- (a) Without limiting other rights under this Agreement or at law, but subject to the terms of this clause 15.2 (Termination by Agency without cause) the Agency may terminate this Agreement without cause (and without the need to give reasons) by giving at least twenty (20) Business Days' notice to the Recipient.
- (b) If the Agency terminates this Agreement without cause under this clause 15.2 (Termination by Agency without cause) the Agency will pay the Recipient's reasonable, substantiated costs (other than loss of profit or income) necessarily and directly incurred as a result of the termination ("Early Termination Costs"), provided that:

- (i) the Recipient uses its best efforts to minimise its Early Termination Costs; and
- (ii) the total amount of Early Termination Costs payable will not exceed the total amount of unpaid Funding forfeited through termination under this clause 15.2 (Termination by Agency without cause).

### 15.3 On termination

Unless otherwise agreed, the Recipient must, within ten (10) Business Days of termination:

- (a) **(Return unspent Funding)** repay to the Agency, in accordance with its direction, any unspent Funding;
- (b) **(Provide Reports and other Material)** provide to the Agency:
  - (i) any Reports due to, or otherwise reasonably requested by, the Agency; and
  - (ii) any Activity Material which is owned by, or licensed to, the Agency under this Agreement, in a format, and with associated explanatory material, which permit the Agency to exercise its IP rights in respect of that Activity Material;
- (c) **(Return Confidential Information)** return any Confidential Information provided by the Agency; and
- (d) **(Deliver-up Significant Assets)** if the Agency terminates this Agreement under clause 15.1 (Termination by Agency for cause) and requires delivery-up of Significant Assets purchased wholly with the Funding, deliver-up to the Agency any such required Significant Assets.

## 16. General

### 16.1 Relationship

- (a) The Recipient acknowledges that neither the Recipient nor any of its Personnel are employees, partners or agents of the Agency.
- (b) The Recipient must not, and must ensure that its Personnel do not, represent that the Recipient or a member of its Personnel is an employee, partner or agent of the Agency.

### 16.2 Variations, consents and waivers

All variations to this Agreement and all consents, approvals and waivers must be in writing and variations must be signed by both Parties.

### 16.3 Subcontracting and assignment

- (a) The Recipient must not:
  - (i) subcontract any part of the Activity other than to an Approved Subcontractor; or
  - (ii) assign its rights under all or any part of this Agreement, without the prior written consent of the Agency.
- (b) Any consent given by the Agency in accordance with this clause 16.3 (Subcontracting and assignment) does not relieve the Recipient of its obligations under this Agreement.

#### **16.4 Notices**

- (a) A notice under this Agreement must be in writing and delivered to the address or email address of the recipient Party as specified in the Activity Schedule or as that Party otherwise directs. A notice under this Agreement will be taken to be delivered:
- (i) if by hand or by registered post, on delivery to the Party's address for service and a signature is received as evidence of delivery;
  - (ii) if by post (other than registered post), on the sixth (6th) Business Day after posting;
  - (iii) if by email, upon receipt by the sender of confirmation of delivery notification from an email server or a written acknowledgement from the recipient).
- (b) Notwithstanding the immediately preceding subclause if a notice is delivered or received on a day that is not a Business Day, or is delivered or received later than 5.00 pm (Sydney, New South Wales time), it will be taken to have been given or made at 9.00 am on the next Business Day.

#### **16.5 Counterparts**

This Agreement may be executed in any number of counterparts which taken together will form one agreement.

#### **16.6 Survival**

The following clauses survive termination or expiry of this Agreement: clause 5(a) (Withholding payment and repayment); clause 9 (Reports and review), clause 10 (Records); clause 11 (IP); clause 12 (Confidential Information); clause 13.3 (Insurance); clause 14 (Disputes); clause 15.2 (Termination by Agency without cause); clause 15.3 (On termination); this clause 16.6 (Survival); clause 16.7 (Governing law and jurisdiction) and any other clause which by its nature is intended to survive this Agreement.

#### **16.7 Governing law and jurisdiction**

The Agreement is subject to and must be construed in accordance with the laws for the time being in force in New South Wales and the Parties submit to the non-exclusive jurisdiction of courts of New South Wales.

#### **16.8 Entire Agreement**

This Agreement constitutes the entire Agreement and understanding between the Parties as to its subject matter. Any prior arrangements, representations or undertakings as to the subject matter of this Agreement are superseded.

#### **16.9 Waiver and exercise of rights**

Failure or omission by the Agency at any time to enforce or require strict or timely compliance with any provision of the Agreement will not in any way affect or impair that provision or the right of the Agency to avail itself of the remedies it may have in respect of any breach of a provision.

#### **16.10 Severability**

If any part of this Agreement is prohibited, void, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.

## 17. Interpretation

### 17.1 Definitions

In this Agreement, unless the context otherwise dictates, where appearing with a capital letter:

**Activity Material** means any Material (including the Reports) created or developed by the Recipient in conducting the Activity and/or performing this Agreement and includes any Existing Material that is incorporated in or supplied with the Activity Material.

**Activity Period** means the period identified as such in the Activity Schedule.

**Agency** means the entity identified as such in the Activity Schedule.

**Agreement** means this Agreement as described in clause 1.1.

**Activity Schedule** means the Activity Schedule forming part of this Agreement.

**Agency** means the entity identified as such in the Activity Schedule.

**Asset Register** means an asset register kept in accordance with Australian Accounting Standards.

**Attachment** means an attachment to this Agreement.

**Business Day** means any day which is not a Saturday, Sunday or gazetted public holiday in the State of New South Wales.

**Change in Control** means any change during the Term in any person(s) who directly or indirectly exercise/s effective control over the Recipient (including the ability to determine the outcome of decisions about the financial and operating and other policies of the Recipient) by holding the majority of voting shares, units or other interests in the Recipient or by any other means, but does not include a change in respect of a local council if that change is due to an election.

**Claim** means all proceedings, applications, actions, claims, suits, demands, losses (including, except to the extent otherwise agreed in writing, costs, damages, expenses and liability, including consequential loss, indirect loss, loss of profit, loss of revenue, damages for loss of opportunity and legal costs), which may be brought against, made upon, or incurred by the Agency, the State or their Personnel.

**Confidential Information** means any written or oral information of a Party that:

- (a) is by its nature confidential;
- (b) is designated as confidential; or
- (c) the receiving Party knows or ought to know is confidential,

but does not include information which is or becomes public knowledge other than by breach of this Agreement.

**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.

**Contingencies** means any line item in the Activity Budget constituting an allowance for contingent costs.

**Contribution** means the contribution toward the costs of the Activity, as specified in the Activity Schedule.

**Correctly Rendered Tax Invoice** means a tax invoice that:

- (a) complies with the requirements of the GST Law;
- (b) sets out details of the Activity undertaken for which the Funding or the relevant Instalment is claimed, applicable GST and the total amount payable; and
- (c) contains any other details and is accompanied by any other supporting information reasonably required by the Agency.

**Existing Material** means Material developed independently of this Agreement by either Party and includes Existing Material that is incorporated in or supplied as part of the Activity Material.

**Funding Offer Date** means the date of non-binding letter of offer from the Agency to the Recipient in respect of the Activity.

**Funding Program** means the funding program identified as such in the Activity Schedule.

**GST** has the meaning given to this term in the GST Law.

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), related legislation and any delegated legislation.

**Instalment** means an instalment of Funding.

**IP** means all industrial and intellectual property rights whether created now or in the future, whether recognised in Australia or overseas, whether or not they are registered or capable of being registered and includes (without limitation), the rights in patents, knowhow, copyright, designs, semi-conductor or circuit layout rights, trade marks, trade secrets, plant breeder's rights, business or company names or other proprietary rights.

**Material** includes all forms of works and subject matter in which IP may subsist, created or stored by any means, including (without limitation) documents, equipment, designs, templates, computer programs, software and applications, products, processes, devices, technologies, information and data.

**Moral Rights** means those rights recognised as belonging to the author or creator of Intellectual Property and includes, without limitation, those rights recognised under Part IX of the *Copyright Act 1968*, including the right of attribution, the right against false attribution and the right of integrity of creatorship.

**Parties** means the parties to this Agreement and **Party** means either one of them.

**Party's Representative** means, in relation to each Party, the person named as such in the Activity Schedule or such other person as the Party may, from time to time, nominate in writing.

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

**Personnel** means any person employed or engaged by a Party.

**Privacy Legislation** means the *Privacy and Personal Information Protection Act 1998* (NSW), *Health Records and Information Privacy Act 2002* (NSW) and the *Privacy Act 1988* (Cth) and includes any directions, regulations, codes of practice and principles made under these Acts.

**RCTI** means recipient created tax invoice.

**Recipient** means the entity identified as such in the Activity Schedule.

**Records** includes documents, information and data stored by any means and all copies and extracts of the same.

**Reports** means the reports specified in the Activity Schedule.

**Significant Asset** means an item of capital expenditure (excluding real property) the value of which exceeds the Significant Asset Threshold Value.

**Significant Asset Threshold Value** means the amount specified as such in the Activity Schedule.

**Significant Asset Retention Period** means the period following termination or expiry of this Agreement during which the Recipient must continue to retain ownership of a Significant Asset, as specified in the Activity Schedule.

**State** means the Crown in right of the State of New South Wales.

**Supply** has the meaning given to this term by the GST Law.

**Term** means the duration of this Agreement as specified in the Activity Schedule or until the date on which this Agreement is terminated, whichever occurs first.

## 17.2 Construction

Except where the context otherwise requires:

- (a) A reference to a statute, regulation, ordinance or by-law will be deemed to extend to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing that law from time to time.
- (b) A reference to a person which has ceased to exist or has been reconstituted, amalgamated or merged, or other functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place by which its said functions have become exercisable.
- (c) Where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase shall unless the context otherwise requires have a corresponding meaning.
- (d) No rule of construction operates to the detriment of a Party only because that Party was responsible for the preparation of this Agreement or any part of it.
- (e) Where there occurs a reference to the doing of anything by the Agency including giving any notice, consent, direction or waiver, this may be done by any duly authorised officer of the Agency.
- (f) Where the Recipient is comprised of more than one person, each obligation of the Recipient will bind those persons jointly and severally and will be enforceable against them jointly and severally.
- (g) The headings and contents list in this Agreement are for convenience only and do not affect the interpretation of this Agreement.
- (h) Where the Agency is required to act reasonably in the performance of this Agreement, that shall be read as a requirement to act as would a Party in the position of the Agency which is acting reasonably in its own best interests.
- (i) A reference to a group of persons is a reference to all of them collectively and to any two or more of them collectively and to each of them individually.
- (j) Persons will be taken to include any natural or legal person.



## Attachment 1 – Sample Final Report

### Instructions for Grantees

This form is designed to help us understand the challenges, triumphs and insights you experienced and gained while running your funded project. Please be frank – while we absolutely want to know about and celebrate your successes, it's just important to us that we understand what did not work so well. This will help us to learn what we and others could do differently next time.

You must complete and submit this form no later than the date stipulated in your funding agreement.

The completion of this form should be overseen by someone with an intimate knowledge of the funded project.

### Privacy Statement

Investment NSW collects the information in your project final report, which may include “personal information” for the purpose of the *Privacy and Personal Information Protection Act 1998 (NSW)*. We collect this personal information for the purpose of considering and assessing your report. Your information will be used to assess your achievement of all project milestones, in support of your final funding payment claim.

Providing your personal information is voluntary, however if you do not provide this information, we will not be able to assess your report and proceed to final funding payment.

We may also be required to disclose information by law. For example, Investment NSW is subject to the *Government Information (Public Access) Act 2009* (“GIPA Act”), which means the information you provide may be required to be released in response to a request under the GIPA Act. We may also be required to disclose information to oversight and investigative bodies and to the NSW Parliament.

Please refer to the website <https://www.investment.nsw.gov.au/privacy/> for more information on Investment NSW’s Privacy Policy and your rights to access or correct the information.

By submitting this project report, you consent to Investment NSW collecting, using and disclosing information about you in the manner described above.

You must comply with the *Privacy Act 1988 (Cth)* in relation to any personal information disclosed to you by Investment NSW in connection with this project report or the Program. All applications become the property of Investment NSW on submission. Investment NSW may make copies of the report for any purpose.

If you have any questions or concerns regarding the privacy of your personal information, please email [24hour@investment.nsw.gov.au](mailto:24hour@investment.nsw.gov.au)

### Project Report

\* indicates a required field

#### Project Title \*

This question is read only. **Short**

#### project description \*

This question is read only.

This is the project description provided in your application form.

Please provide a short summary of the work that was completed as part of this project. \*

Describe the "who, what, where, when and why" of what your project actually delivered

What (if anything) did you change in your approach and practices as your project proceeded, and why?

We may use this information to help inform others undertaking similar work

### Timing

Is your project\* complete? \*

- Yes
- No

\*project as outlined in your executed funding deed

When do you anticipate that your project will be completed?

Must be a date.

Leave blank if this is an ongoing initiative or if finish date is unknown

### Milestones

What have been the major steps / stages (i.e. milestones) involved in delivering your initiative to date?

Milestone	Start Date	Finish Date	Location (if relevant)	Notes
e.g. planning; major activities; evaluation	Provide approximate date	Provide approximate date	(e.g. add address, suburb, region if known; otherwise	Add explanatory notes if required
	or leave blank if unknown Must be a date.	or leave blank if unknown Must be a date.	type 'unknown' or 'not applicable')	

### Outputs

What outputs did your initiative generate?

Outputs are the immediate, obvious, and (usually) countable changes a project/program generates. Specific outcomes of the CBD Revitalisation Program were outlined in the program guidelines and are listed below.

Please provide your project's achievement against planned target. If you do not have actual figures for any of the metrics, please provide your best estimate.

Metric	Target	Achievement	Actual or Estimated?
Number of participants in event or activation			
Average dollar value spent by participants			
Average time spent by participants in project CBD area			
Number of businesses supported within the CBD area			
Please do not edit the metric text above; this should reflect reporting requirements as outlined in your funding deed.	e.g. how much did you plan for?	e.g. how much did you achieve?	Choose from dropdown list

### Outcomes

#### What outcomes were generated as a result of this project?

Outcomes are the changes that have occurred for the beneficiaries of your initiative. Immediate outcomes occur directly following an activity (e.g. within 1 month); intermediate outcomes are those that fall between the immediate and long-term (e.g. between 1 month and 2 years).

Your funding deed requires you to report on both immediate and intermediate outcomes via administering surveys to your project participants, and submitting the collected survey data.

Please refer to your funding deed for survey detail.

**Please upload data collected from your first participant survey. \*** Attach a file:

Please submit your data file in Excel format.

### Use of funds

**What was your total eligible expenditure for your project? \***

Must be a dollar amount.

**Please upload a copy of your audited financial report for the project \*** Attach a file:

**Please upload evidence of project funds spent (receipts for eligible items over \$500) \***

Attach a file:

e.g. paid invoices, supply contracts etc

**Have you experienced any issues with your planned project budget? If so, please explain reasons for any major variances.**

Please list any subcontractors you worked through or with to achieve your outcomes.

**Subcontractors**


In order to induce changes in your target group, you may need to work through one or more layers of intermediaries. If you wanted to reduce ethnic prejudice, for example, you might want to work through teachers to change students, or even through teacher training colleges to change teachers. You may add extra rows if required.

**Evaluation**

**Other than the survey required, as outlined in your funding deed, did you conduct a project evaluation? \***

- Yes
- No

Note: this is your own project evaluation and NOT the survey which you conducted to measure specific outcomes.

**Please provide details of your evaluation below.**

We're interested in formal reports or (if no formal report is available) survey results, feedback/testimonials/letters, etc.

**Upload files:**

Attach a file:

and/or

**Provide web link:**

Must be a URL

and/or

**Other details:**

**Can we share your evaluation with others? \***  Yes  No  Please contact us first

**Who conducted your evaluation?**

e.g. external evaluation, internal staff, etc. If you're happy to share more, we'd also love to know who in particular (e.g. name / organisation / job title) carried out your evaluation.

**What did you learn as a result of undertaking this project?**

We are particularly interested in lessons that may help others undertaking similar work. Think about what you learned about your inputs (money, skills, personnel, time - too much; too little; about right?); your assumptions (were they 100% right, only partly right, or were the results a complete surprise?); and the context of the project/program (timing; targeted beneficiaries; geographic settings - were they right; wrong; about right?)

**Did you record any aspect of your project/program through photographs, audio or video? \***

- Yes  No

**We'd love to see some visual and audio representations of your work. Please share below.**

**Upload files:**

Attach a file:

and/or

**Provide web link:**

Must be a URL

and/or

**Provide additional details:**

Please include captions, if relevant

**Can we use your media content in our own communications? \***

- Yes  No  Please contact us first  
e.g. in our annual report

**Did you provide any acknowledgement of Investment NSW as a funder of your project? \***

- Yes  No  
e.g. in a media release, in a speech, on your website, in a project/annual report

**Please provide details below.**

**Upload files:**

Attach a file:

and/or

**Provide web link:**

Must be a URL

and/or

Additional details:

## Certification and Feedback

\* indicates a required field

### Certification

This section must be completed by an appropriately authorised person on behalf of the applicant organisation (may be different to the contact person listed earlier in this application form).

I, being a person duly authorised by the client hereby certify that:

- the information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The support provided under the Funding Deed is only used for the approved Activity;
- I am aware of the Client's obligations under the Funding Deed, including the need to keep the NSW Government informed of any circumstances outlined in clause 13.2.
- I am aware that the Funding Deed empowers the NSW Government to require the refund of some or all unspent payment.

I agree \*

Yes

Name of authorised person \*

Title

First Name

Last Name

Must be a senior staff member, board member or appropriately authorised volunteer

Position \*

Position held in applicant organisation (e.g. CEO, Treasurer)

Contact Phone Number \*

We may contact you to verify that this application is authorised by the applicant organisation

Contact Email \*

Must be an email address.

Date \*

Must be a date

### Feedback

You are now nearing the end of this form. Before you review your application and click the **SUBMIT** button please take a few moments to provide some feedback.

**Overall, to what extent did you find collating the information required for the application difficult?**

- Not difficult       Somewhat difficult       Difficult       Very difficult       Don't know / not applicable

**Please provide some reasons to explain your rating above.**

**Overall, to what extent did you find the online application portal easy to use?**  Very easy to use     Somewhat easy to use     Somewhat difficult to use     Very difficult to use     Don't know / not applicable

**Please provide some comments to help us understand your experience with the application portal**

**Overall, to what extent were the requirements of the of the program effectively communicated to you: eligibility, information on the assessment process, project reporting requirements?**

- Very effectively     Somewhat effectively     Somewhat ineffectively     Very ineffectively     Don't know / not applicable

**Please provide some reasons to explain your ratings**

**Were you aware that agency staff were available to answer your questions and provide information during the application process?**

- Yes       No

**How satisfied were you with the time in which responses were provided, the usefulness of responses provided?**

- Very satisfied     Somewhat satisfied     Somewhat unsatisfied     Very unsatisfied     Don't know / not applicable

**How did you first hear about the CBDs Revitalisation Program?**

**Attachment 2 - Participant Survey Questions**

**Participant Follow Up Survey – To be administered directly after attendance**

**1. Prior to attending [event] which statement best reflects your connectedness and engagement with [location] central business district.**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Very connected and engaged | <input type="checkbox"/> Somewhat disconnected and disengaged | <input type="checkbox"/> Very disconnected and disengaged |
| <input type="checkbox"/> Somewhat connected engaged |   | <input type="checkbox"/> Don't know / not applicable      |

**2. After attending [event] would you say your degree of connectedness and engagement with [location] central business district has changed?**

- Yes  No

**2a. If yes, please provide some reasons to explain your above response**

Click or tap here to enter text.

**3. What would best describe the primary purpose of your visit to [location] central business district today?**

- |  |  |
|--|--|
| <input type="checkbox"/> Business                    | <input type="checkbox"/> Holiday               |
| <input type="checkbox"/> Visit friends and relatives | <input type="checkbox"/> Recreation            |
|  | <input type="checkbox"/> Other, please specify |

**4. Was the [event] a key factor in your decision to attend [location] central business district today?**

- Yes  No

**5. How many hours did you spend in the [location] central business district on the day of attending [event]**

- |                                     |                                    |                                    |                                    |
|-------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| <input type="checkbox"/> 30 minutes | <input type="checkbox"/> 3 hours   | <input type="checkbox"/> 5.5 hours | <input type="checkbox"/> 8 hours   |
| <input type="checkbox"/> 1 hour     | <input type="checkbox"/> 3.5 hours | <input type="checkbox"/> 6 hours   | <input type="checkbox"/> 8.5 hours |
| <input type="checkbox"/> 1.5 hours  | <input type="checkbox"/> 4 hours   | <input type="checkbox"/> 6.5 hours | <input type="checkbox"/> 9 hours   |
| <input type="checkbox"/> 2 hours    | <input type="checkbox"/> 4.5 hours | <input type="checkbox"/> 7 hours   | <input type="checkbox"/> 9.5 hours |
| <input type="checkbox"/> 2.5 hours  | <input type="checkbox"/> 5 hours   | <input type="checkbox"/> 7.5 hours | <input type="checkbox"/> 10+ hours |

**6. In the week prior to today how many days did you spend some amount of time in [location] central business district?**

- |                                 |                                 |  |                                 |
|---------------------------------|---------------------------------|--|---------------------------------|
| <input type="checkbox"/> 0 days | <input type="checkbox"/> 2 days | <input type="checkbox"/> 4 days            | <input type="checkbox"/> 6 days |
| <input type="checkbox"/> 1 day  | <input type="checkbox"/> 3 days | <input checked="" type="checkbox"/> 5 days | <input type="checkbox"/> 7 days |

**7. On average how much did you spend per day, last week while in [location] central business district?**

- |  |   |
|--|---|
| <input type="checkbox"/> \$0 to \$25   | <input type="checkbox"/> \$101 to \$250 |
| <input type="checkbox"/> \$26 to \$100 | <input type="checkbox"/> \$251+         |



**Participant Follow Up Survey – To be administered 3 months after attendance**

**1. In the week prior to today how many days did you spend some amount of time in [location] central business district?**

- 0 days                       2 days                       4 days                       6 days  
 1 day                         3 days                       5 days                       7 days

**2. What would best describe the primary purpose of your visit to [location] central business district in the last week?**

- Business                       Holiday  
 Visit friends and relatives                       Recreation  
 Other, please specify

**3. Which statement best reflects the influence that events and things to do in the [location] central business district had on your decision to spend time there in the last week?**

- A significant amount                       Very little                       Don't know / not applicable  
 A moderate amount                       None

**4. After attending [event] would you say you have been more inclined to visit [location] central business district**

- Yes     No

**4a. If yes, please provide some reasons to explain your above response**

Click or tap here to enter text.

**5. On average how much did you spend per day, last week while in [location] central business district?**

- \$0 to \$25                       \$26 to \$100                       \$101 to \$250                       \$251+