

NSW Landcare Enabling Program - Funding Deed

Information about your Funding Deed

You will be required to submit a signed Funding Deed, invoice & supporting documents in order to have your first instalment released. Funding will only be released once all supporting documentation is reviewed and approved.

Supporting documents you may be required to provide to execute your Funding Deed include but are not limited to public liability insurance and an invoice for your first instalment.

Funding Deeds must be signed by authorised office bearers within your organisation.

Funding Deeds are considered executed once both parties have signed and the organisation has received a copy of the Funding Deed for their records.

Records relating to your program must be kept by your organisation for a period of seven (7) years and provided upon request or in case of an audit.

Background

A. The NSW Government has committed up to \$33.12 million funding to the NSW Landcare Enabling Program 2023-2027: Local and Regional Coordinators. This Program will support NSW Landcare by facilitating the employment of local and regional coordinators and regional administration support officers until 30 June 2027, whose aim will be to build NSW Landcare's capacity and financial sustainability.

B. You have applied for funding under the Program for the Role.

C. LLS will pay funds to you, and you agree to be responsible for employing staff for the Roles, reporting and other obligations, as set out in this Deed.

Details

* indicates a required field

Local Land Services ('LLS')

Name Local Land Services, a body corporate established by the *Local Land Services Act 2013*

ABN 57 876 455 969

Address

LLS Authorised Officer

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Name

Position

Address

Telephone

Email

Grantee ('You')

Organisation Name

This question is read only.

Organisation ABN *

The ABN provided will be used to look up the following information. Click Lookup above to check that you have entered the ABN correctly.

Information from the Australian Business Register	
ABN	
Entity name	
ABN status	
Entity type	
Goods & Services Tax (GST)	
DGR Endorsed	
ATO Charity Type	More information
ACNC Registration	
Tax Concessions	
Main business location	

Must be an ABN.

Your Authorised Officer (refer to Clause 27)

Your Authorised Officer *

Title First Name Last Name

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Position of Authorised Officer *

Authorised Officer Phone Number *

Must be an Australian phone number.

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Authorised Officer Email *

Must be an email address.

Has the Applicant Program Contact changed since your application? *

Yes No

Program Contact

Complete if different to above - this is the person who is the contact for delivery of the program.

Program Contact Name

Title First Name Last Name

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Position of Program Contact

Program Contact Phone Number

Must be an Australian phone number.

Program Contact Email

Must be an email address.

Program

Program

and Regional Coordinators

NSW Landcare Enabling Program 2023-2027: Local

Program Guidelines

The published guidelines for the Program are available at this [link](#) or at <https://www.nsw.gov.au/sites/default/files/2023-09/NSW-Landcare-Enabling-Program-2023-2027-Local-and-Regional-Coordinators-Program-guidelines.pdf> as updated from time to time.

Commencement Date (of this deed) 1 February 2024

Expiry Date 30 June 2027

Invoice Requirements Send invoice to gmo@regional.nsw.gov.au

Program Details

The Program is funded under the Election Commitments Program. Details of the Program are set out in Schedule A.

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Program Title

This question is read only.

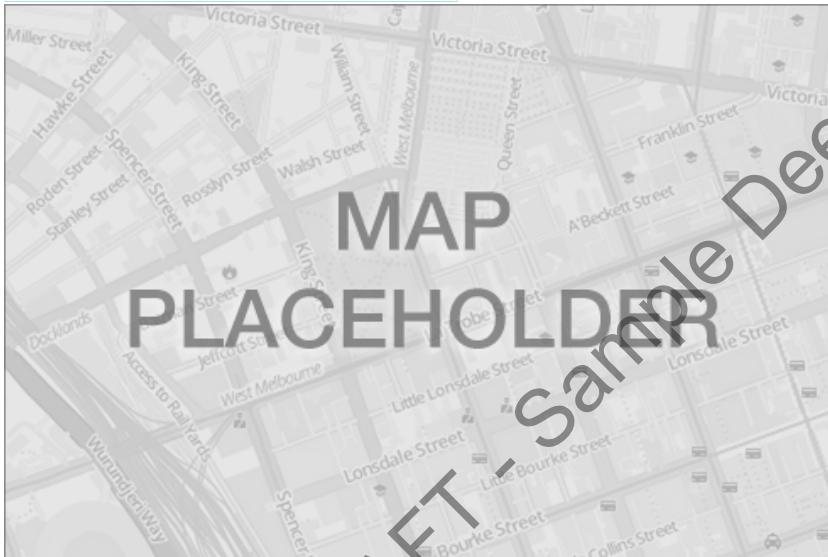
Total Grant Amount Approved

This question is read only.

A maximum total amount (GST exclusive) payable in Instalments.

Office Location *

Address



Address Line 1, Suburb/Town, State/Province, Postcode, and Country are required.
This is the location where your program is being delivered

Local Land Services Region

This question is read only.

LLS Region

Special Conditions

SC1. Your own independent advice

You agree that you have had the opportunity to seek your own independent financial and legal advice before entering into this Deed. We note the Grant may be assessable under business income tax laws and there may be other tax or financial consequences for your business.

SC2. Third-party arrangements

If LLS has approved you to engage a third-party to employ personnel for the Role, you must pay the Grant to the third-party to reimburse employment costs. You must report to LLS as directed.

SC3. Wage index

(a) Each Role funded by the Grant is subject to a 2.5% increase to account for wage indexation and shall be applied to the Grant on 1 July of each Financial Year in which the Grant is paid.

(b) The parties acknowledge and agree that the first 2.5% increase shall be applied on 1 July 2024, and will be applied annually thereafter, provided that you have complied with your obligations under the Program and this Deed.

Terms and Conditions

Definitions and Term

1. Interpretation and Definitions

1.1. Interpretation

Unless the context requires otherwise, in this Deed:

- (a) the terms set out in the Details have the meaning ascribed to them there;
- (b) where any time limit pursuant to this Deed falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
- (c) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
- (d) specific examples do not limit the meaning of general words introduced by “including” or “for example” or similar expressions;
- (e) references to persons include bodies corporate, government agencies and vice versa;
- (f) references to the parties include references to respective directors, officers, employees and agents of the parties;
- (g) nothing in this Deed is to be interpreted against a party solely on the grounds that the party put forward this Deed or any part of it; and
- (h) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

1.2. Definitions

Unless the context requires otherwise, in this Deed:

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.

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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 Deed.

Correctly Rendered Invoice means an invoice that:

- (a) sets out your contact details including ABN;
- (b) specifies the amount to be paid, and whether or not this includes GST;
- (c) identifies this Deed and any Roles to which the payment applies; and
- (d) is sent in accordance with the Invoice Requirements specified in the Details or otherwise notified by LLS.

Deed means this funding deed document and includes the Details, Special Conditions, Terms and Conditions, Schedules, annexures or other documents cross-referenced in this deed.

Financial Year means the 12-month period commencing on 1 July and ending on 30 June.

FTE means full-time-equivalent based on a 35-hour week, Monday to Friday.

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

Instalments means those parts of the Grant which LLS pays to you in the amounts set out in **Schedule A**.

Intellectual Property or **IP** includes:

- (a) all rights in relation to copyright, inventions, plant varieties, trademarks, designs, patents; and
- (b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how,

but does not include moral rights as defined in the *Copyright Act 1968* (Cth).

Notice means any approvals, consents, instructions, orders, directions, statements, requests and certificates, or other communication one party gives to another party in writing under this Deed.

Material means any data, reports, online content or other material created as part of or in performance of the Roles, which you provide to LLS.

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.

Role means the FTE employment opportunity or opportunities which are funded by the Grant, described in Schedule A – Plan.

Schedules means the schedules attached to this Deed.

Signing Date means the date on which the last party signs this Deed.

Statutory Declaration means the statutory declaration attached as Schedule C.

2. Term

2.1. This Deed will commence on the Commencement Date.

2.2. If the Commencement Date predates the Signing Date:

(a) the parties acknowledge and agree that the Role contemplated by this Deed commenced on the Commencement Date, despite this Deed not being finalised and signed until the Signing Date;

(b) the parties agree that this Deed commences on the Commencement Date and is deemed to have applied to the Role filled by the parties in relation to the Program from the Commencement Date.

2.3. Unless terminated earlier, this Deed will end on the Expiry Date.

What you must do

3. Your General Obligations

3.1 You must:

(a) ensure the Grant is used only for the approved Role (which includes approved training and development costs);

(b) ensure each Role is filled within six months of the Commencement Date;

(c) comply with the reporting requirements outlined in this Deed including Schedule B - Reporting Requirements;

(d) comply with all Commonwealth, State and Local government laws that are relevant to the Program, this Deed, or your registration as an entity;

(e) comply with all policies, guidelines and reasonable directions LLS provides to you;

(f) comply with the Program Guidelines; and

(g) not do anything that may cause damage to the reputation of LLS or the Program.

3.2. You represent and warrant that at the date you execute this Deed:

(a) all information which you have provided to LLS is true and correct;

(b) you have full power and authority to enter into this Deed and to perform your obligations;

(c) you have the expertise, skills and resources to perform your obligations under this Deed; and

(d) you are not aware of any circumstances, including any financial circumstances or litigation or other proceeding that are taking place, pending or threatened, which might affect your ability to perform the Deed or which may cause damage to the reputation of LLS or the Program.

3.3. You must promptly notify LLS as soon as you become aware of:

(a) any material change to any representation and warranty given under this Deed;

(b) any significant delay or suspension to fill a Role;

(c) your inability to fill a Role;

(d) any other matter that is reasonably likely to adversely affect the Role or your performance of this Deed;

and, in consultation with LLS, you must take available steps to lessen the impact of any such adverse event.

3.4. You must create or retain the required number of FTE Roles, as specified in Schedule A.

4. No overlap with other funding

4.1. You agree that there must be no overlap between the Role funded under this Deed and activities covered by any other funding arrangements you have entered into, or that you may enter subsequently.

4.2. You agree to:

(a) notify LLS immediately of any existing or proposed funding arrangement that concerns the Program, the Role or any related matters (**Related Funding**); and

(b) cooperate with LLS and the provider of the Related Funding to ensure that there is a clear distinction between the Role funded by this Deed and the activities you are required to carry out under the Related Funding agreement.

5. Variations

5.1. If you wish to vary this Deed, including any Role or other matter set out in **Schedule A**, such as:

(a) changes to the scope of the Role or revised requirements for the Role; or

(b) changes to the timeframe if the Role is unable to be filled or kept,

you must first make a written request to LLS and provide such information as is reasonably required by LLS.

5.2. Following your request for a variation under **clause 5.1**, LLS will decide whether to approve your request in its sole discretion. No variation is approved until LLS notifies you in writing of its approval.

About the Grant

6. Role costs

The Grant is the maximum amount LLS will pay you and you:

(a) warrant that you have prepared or approved the scope of works and costs estimate for the Role before signing this Deed;

(b) acknowledge and agree that the eligible costs covered by the Grant are set out in the Program Guidelines

(c) agree that you are responsible for any costs for the Role that exceed the Grant (whether or not you expected to incur such costs before signing this Deed) and will obtain any additional funding necessary for the Program; and

(d) agree that you are responsible for all maintenance costs relating to the Role and the Program.

7. Paying the Grant

7.1. The Grant is the maximum amount LLS will pay you under the Program for the Role.

7.2. LLS will pay the Instalments as set out in **Schedule A** on condition that you provide LLS with:

(a) a Correctly Rendered Invoice that clearly identifies the Instalment you are claiming;

(b) evidence of compliance in accordance with Schedule A;

(c) any additional information which LLS requires to satisfy itself that you are complying with all of your obligations under this Deed.

7.3. LLS will pay an Instalment within 30 days of receiving all documents required under **clause 7.1**.

7.4. Notwithstanding **clauses 7.1** and **7.3**, if LLS pays you an Instalment, it may require you to repay all or part of the amount under **clause 9** (Repaying).

7.5 On receiving an Instalment, you must immediately deposit it in your account with an Australian branch of an established bank, building society or credit union, which is solely controlled by you and allows for the Grant to be separately identified. You must keep the Instalment monies on trust for LLS in such account until you require it for a Role, or repay it to LLS under **clause 9** (Repaying).

8. Changing and Withholding Instalments

8.1. LLS may change the amount of the Instalment by issuing you with a Notice setting out the details of the changes.

8.2. LLS may, on giving Notice, withhold payment of any Instalment if, and for so long as, LLS reasonably believes that:

- (a) you have not complied with this Deed;
- (b) you have not expended all of the prior Instalment; or
- (c) circumstances exist which might affect your ability to perform the Deed or which may cause damage to the reputation of LLS or the Program.

8.3. If LLS withholds an Instalment under this clause, you must continue to perform your obligations under this Deed.

8.4. If a Role remains unfilled for a period of at least six months, you must immediately notify LLS in writing. LLS will advise you in writing whether LLS will:

- (a) reduce the Grant amount for the Role;
- (b) delay payment of an Instalment;
- (c) extend the period to fill the Role; and/or
- (d) negotiate a Variation to the Deed.

9. Repaying and deducting amounts

9.1. If LLS considers that any amount of the Grant:

- (a) has been incorrectly claimed or overpaid;
- (b) has not been spent in accordance with this Deed;
- (c) is surplus to the requirements of the Role; or
- (d) is unspent upon termination or expiry of this Deed,

then LLS may, by Notice:

- i. require you to produce relevant financial documentation relating to Grant expenditure;
- ii. require you to repay that amount to LLS within 20 Business Days or to otherwise deal with that amount as directed by LLS;
- iii. deduct that amount from any future Instalments; or

iv. set off that amount against any payment which LLS is due to pay to you on a different funding program.

9.2. Any repayment LLS claims from you under this **clause 9** will be a debt due and owing by you to LLS without the need for further proof.

9.3. If you have not fully expended an Instalment within the time period specified in Schedule A, you must repay the unspent funds to LLS before you are eligible to receive any subsequent Instalment.

10. Reducing the Grant

10.1. Without limiting other rights under this Deed, LLS may reduce the amount of the Grant by giving you at least 20 Business Days' notice if:

(a) LLS does not receive sufficient funds from the Commonwealth Government, or other relevant source, to provide the Grant; or

(b) there is a change in NSW Government policy which affects the Program, or allocation of funds for the Grant.

10.2. If LLS reduces the Grant under this **clause 10**, LLS will:

(a) agree with you any necessary consequent variation to this Deed, for example, by reducing the scope of the Role; and

(b) pay your reasonable, substantiated costs (other than loss of profit or income) which you necessarily and directly incur from the reduction in the Grant and any consequent variation to the Deed, provided that:

i. you use your best efforts to minimise those costs; and

ii. those costs do not exceed the amount by which the Grant has been reduced under this clause.

11. GST

11.1. Unless otherwise indicated, all consideration for any supply under this Deed is exclusive of any GST imposed in relation to the supply.

11.2. If:

(a) despite any other provision of this Deed, GST is imposed on a supply you make to LLS under this Deed; and

(b) LLS is or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply;

LLS 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.

11.3. If you are not registered under the GST Law you will not be entitled to receive any additional amount as provided under this clause 11.

11.4. If for any reason LLS pays you an amount under this clause **11** which is more than the GST imposed on the supply, you must repay the excess to LLS on demand or LLS may set off the excess against any other amounts due to you.

Reporting and Monitoring

12. Progress Reports

12.1. You must provide LLS with written progress reports at the times and containing the information specified in **Schedule B - Reporting Requirements ("Progress Reports")**.

12.2. If any Progress Report contains information confidential to you, you must mark the relevant parts of the Progress Report accordingly.

12.3. If LLS does not accept a Progress Report as satisfactory, you must submit a revised Progress Report within ten Business Days of your receipt of LLS's request.

13. Statutory Declaration

13.1. You must provide financial statements of expenditure and a valid Statutory Declaration confirming compliance with the Program and this Deed, in respect of the Role and the Grant ("the Statements") to LLS within 60 Business Days:

- (a) after the completion of each Financial Year in which a Grant is made;
- (b) any termination of a Role or this Deed, whichever is the earliest; and
- (c) at anytime if requested by LLS in writing.

13.2. The Statements must include a definitive statement as to whether:

- (a) the financial information for the Grant represents the financial transactions and salary payments fairly and is based on proper accounts and records; and
- (b) the Grant was expended for the Role and in accordance with this Deed.

13.3. You must keep financial accounts and records relating to the Grant and Role so as to enable:

- (a) all payments related to the Grant and Role to be identified in your accounts and reported in accordance with this Deed; and
- (b) unless notified by LLS, the preparation of financial statements in accordance with Australian Accounting Standards.

14. Other information and assistance

14.1. To assist LLS to review or monitor your expenditure of the Grant, you must, on reasonable notice and in a timely manner:

- (a) make appropriate personnel available to meet with LLS;
- (b) make reliable and adequate records available to LLS;
- (c) provide other information which LLS requires concerning the Grant, Role, your structure or your financial viability; and
- (d) participate in any survey, feedback or Program evaluation regarding the Program.

Material and Information

15. Intellectual Property

15.1. Intellectual Property in all Material vests in you.

15.2. You grant LLS a non-exclusive, irrevocable, royalty-free licence (including the right to sub-license) to use the Material for any purposes.

15.3. You warrant that the use of Material in accordance with this Deed will not infringe any third party's IP rights.

16. Confidential Information

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16.1. Neither party may disclose the other's Confidential Information without its prior consent unless the disclosure:

- (a) is required or authorised by law, Parliament, LLS's responsible Minister or by this Deed;
- (b) is reasonably required by a person, including a contracted auditor of LLS, for the purpose of performing this Deed;
- (c) is required for LLS to perform a governmental function including research and analysis in respect of the Program, monitoring performance of this Deed, evaluating the outcomes of this Deed or the Program, and reporting on the Program; or
- (d) is to that party's own professional advisers for the purpose of obtaining advice.

16.2. 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.

17. Privacy

17.1. To the extent that you deal with Personal Information, you must:

- (a) comply with applicable Privacy Legislation;
- (b) not cause LLS to breach any of its obligations under the *Privacy and Personal Information Protection Act 1998*;
- (c) immediately notify LLS if you become aware of an actual or potential breach of privacy; and
- (d) include equivalent requirements regarding Personal Information (including this **clause 17**) in any subcontract you enter into which may be reasonably necessary to fulfil your obligations under this Deed, including contracts of employment.

18. Public Announcement and Acknowledgement

18.1. You must:

- (a) seek the consent of LLS prior to any public announcement about the Program and prior to you using any branding or logos of LLS or the NSW Government;
- (b) acknowledge the support of LLS, as directed by LLS from time to time:
 - i in any public statements about the Program;
 - ii. on the home page of any web site established in connection with the Program; and
 - iii. on any equipment or other facility funded wholly or in part by LLS;
- (c) comply with the applicable NSW Government guidelines for acknowledging funding; and
- (d) use your best efforts to ensure that LLS and its Minister are given a reasonable opportunity to participate in media coverage or other promotion of the Program.

18.2. You agree that LLS may disclose information about the Program and the Grant in any media, such as media releases, social media, case studies, promotional material and in response to media enquiries.

19. Disclosure of Information

19.1. You acknowledge that under the *Government Information (Public Access) Act 2009* and the *NSW Government Grants Administration Guide*, LLS is required to publish detailed information about the Grant on the NSW Government Grants and Funding Finder at nsw.gov.au/grants-and-funding, except to the extent such information would identify individuals or otherwise conflict with the law.

Dealing with Risk

20. Insurance

20.1. You must maintain, during the term of this Deed:

- (a) a broadform public liability policy of insurance to the value of at least \$20 million in respect of each claim and in the aggregate as to the number of occurrences in the policy period;
- (b) workers' compensation insurance as required by all relevant laws of Australia relating to workers compensation; and
- (c) any additional insurance policies specified by LLS.

20.2. You must not do, permit or suffer any act, matter or thing or omission whereby any of the policies referred to in this clause may be vitiated, rendered void or voidable.

20.3. On request by LLS, you must provide a copy of valid and current certificates of currency for each or any of the policies described above.

20.4. Without limitation to **clause 20.1**, each party warrants that it has and will maintain appropriate insurance to cover any liability it may incur in relation to this Deed.

21. Indemnities

21.1. You must indemnify and keep indemnified LLS, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any loss (paid or payable 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:

- (a) the Grant and the Role funded by the Grant;
- (b) your breach of this Deed;
- (c) any unlawful or negligent act or omission by you, your employees or your subcontractors in connection with this Deed;
- (d) any illness, injury or death of any person you, your employees or your subcontractors cause or contribute to, in connection with this Deed;
- (e) any loss or damage to real or personal property you, your employees or your subcontractors cause or contribute to, in connection with this Deed; or
- (f) any act or omission by you, your employees or your subcontractors in connection with this Deed that is in infringement of any Intellectual Property, or privacy rights of LLS or any third party.

21.2. Your liability to indemnify LLS under this clause:

- (a) will be reduced proportionately to the extent that LLS's negligent or unlawful acts or omissions, or those of its officers, employees or agents contributed to the relevant loss or liability; and
- (b) 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 Deed.

Terminating the Deed

22. Termination by either party for breach

22.1. Where a party has breached this Deed:

- (a) the other party may give a Notice to that party requiring it to rectify that breach within 30 days of receiving that Notice; and
- (b) if the party which received the Notice fails to rectify that breach in time, the other party may terminate this Deed immediately by giving a further Notice.

23. Termination by LLS for cause

23.1. LLS may terminate this Deed by Notice, with effect on the date stated in the Notice, if:

- (a) you have provided misleading or incorrect information in your application for funding or in reports, invoices or information you provide in connection with this Deed;
- (b) LLS considers that termination is necessary to avoid damage to the reputation of LLS or the Program;
- (c) you breach any of the following provisions: **clause 3.1** (Your General Obligations); **clause 3.2** (Warranties), **clause 20** (Insurance), **clause 16** (Confidential Information) and **clause 28.9** (Assignment);
- (d) LLS considers that there has been a material change in circumstances in your financial position, your structure or your identity; or
- (e) you become insolvent, if you are the subject of a debtors or creditors petition under the *Bankruptcy Act 1966*, or if you resolve to go into administration or liquidation or have a summons for your winding up presented to a Court or enter into any scheme of arrangement with your creditors.

24. Termination by LLS - without cause

24.1. LLS may terminate this Deed without cause (and without the need to give reasons) by giving you at least 90 days' notice.

24.2. LLS will pay your reasonable, substantiated costs (other than loss of profit or income) necessarily and directly incurred as a result of the termination provided that:

- (a) you use your best efforts to minimise those costs; and
- (b) the total amount of those costs will not exceed the total amount of unpaid Grant forfeited through termination under this clause.

25. Consequences of termination

25.1. On termination or expiry of this Deed:

- (a) accrued rights and obligations are not affected; and
- (b) LLS will pay any Instalments due (after taking into account any Instalments already made prior to that date).

25.2. Unless otherwise agreed, you must, within 10 Business Days of termination:

- (a) repay to LLS any unspent portion of the Grant;
- (b) provide to LLS:
 - i. any reports due or that LLS otherwise reasonably requests; and
 - ii. any Material which LLS owns, or which is licensed to LLS under this Deed, in a format which permits LLS to exercise its IP rights in respect of that Material; and
- (c) destroy any Confidential Information LLS has provided to you.

25.3. **Clauses 22 to 25** (Termination) do not limit the rights of a party under this Deed or at law.

Other Legal Matters

26. Dispute Resolution

26.1. If a dispute arises in relation to this Deed (“a **Dispute**”), a party must comply with this **clause 26** before starting arbitration or court proceedings except proceedings for urgent interlocutory relief.

26.2. A party claiming that a dispute has arisen must notify the other party giving details of the dispute (“**Dispute Notice**”) in accordance with the requirements of **clause 27** (Notices).

26.3. Following receipt of a Dispute Notice, each party must refer the Dispute to a senior representative, who:

- (a) does not have prior direct involvement in the Dispute; and
- (b) has authority to negotiate and settle the Dispute.

26.4. If the Dispute is not resolved within 10 Business Days, from the date the Dispute Notice is received by the party to whom the Dispute Notice is given, the party which gave the Dispute Notice must refer the Dispute for mediation by the [Australian Disputes Centre](#) (ADC) for resolution in accordance with the mediation rules of the ADC.

26.5. If the Dispute is not resolved within 40 Business Days after referral to mediation either party may initiate proceedings in court.

26.6. Each party must pay its own costs of complying with this clause and split the costs of the mediator evenly.

27. Notices

27.1. Unless otherwise stated in this Deed, all Notices to be given under this Deed must be in writing, and hand-delivered or emailed to the Authorised Officer specified in the Details.

27.2. The receiving party will be deemed to have received the Notice as follows:

- (a) if hand delivered, on the day on which it is delivered or left at the relevant address;
- (b) if sent by email before 5.00pm on a Business Day, the first of the following occurring:
 - i. when the sender receives an automated message confirming delivery; or
 - ii. four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered; or
- (c) if sent by email after 5pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.

27.3. Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

28. General

28.1 Survival: The following clauses survive termination or expiry of this Deed: **clause 8** (Withholding instalments), **clause 9** (Repaying), **clause 13** (Statutory Declaration), **clause 14** (Other information and assistance), **clause 15** (Intellectual Property), **clause 16** (Confidential Information), **clause 17** (Privacy), **clause 20** (Insurance), **clause 21** (Indemnities), **clause 25** (Consequences of termination), **clause 26** (Disputes), **clause**

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28.2 (Keeping of records), **clause 28.12** (Governing law), this **clause 28.1** and any other clause which by its nature is intended to survive this Deed.

28.2. Keeping of records and rights of access to such records You:

(a) must keep complete and accurate records and books of account with respect to the Role (the "**Records**"), and must retain such Records for a minimum of seven (7) years after expiry or termination of this Deed;

(b) authorise LLS and any State or Commonwealth Government department or agency (the "**Auditors**") that has provided moneys to LLS for the purposes of the Program and the Role, to examine and inspect, at reasonable times and on reasonable Notice, any Material you hold, and allow any such Records to be copied; and

(c) must provide all reasonable assistance in order for the Auditors to properly carry out the inspections and audits referred to in this clause.

28.3. Conflict of Interest: You must not carry on or be involved in any capacity in an activity or business, which may conflict with, or adversely affect, your ability to carry out your obligations under this Deed, and you will immediately notify LLS in writing if such a conflict or risk of such a conflict arises.

28.4. Entire Deed: This Deed states all the express terms agreed by the parties as to the matters referred to in this Deed. It supersedes all prior contracts, obligations, representations, conduct and understandings between the parties relating to the subject matter of this Deed.

28.5. Severability: If any clause (or part of any clause) in this Deed is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of other clauses of this deed.

28.6. Inconsistency: If there is any inconsistency between provisions in this Deed then the order of precedence will be:

(a) the Details; then

(b) the Special Conditions; then

(c) these Terms and Conditions; then

(d) any Schedules or attached Annexures; then

(e) the Program Guidelines.

28.7. Negation of employment, partnership or agency: This Deed does not create a relationship of agency, partnership, and/or employment between the parties. You must not represent yourself as being an employee or agent of LLS or as otherwise able to bind or represent LLS.

28.8. Waiver: If a party fails to exercise any of its rights under this Deed, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect estop a party from relying on the terms of this Deed to their full force and effect. Any waiver by a party of a breach of this Deed must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.

28.9. Assignment: You must not assign or novate your obligations or interests under this Deed, without the prior written consent of LLS.

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

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28.11. **Electronic execution:** Each party agrees that the other may execute this Deed electronically as provided for in the *Electronic Transactions Act 2000*.

28.12. **Governing Law:** The laws of New South Wales govern this Deed and the parties submit to the non-exclusive jurisdiction of the courts in that State.

Schedule A - Program Plan

* indicates a required field

Important Information before you get started

• If you require assistance or clarification to complete the itemised works section of this form - please contact the Grant Management Office at gmo@regional.nsw.gov.au

Please confirm that your program will meet the timeframes, specified in the Guidelines, for delivery? *

Please confirm you have read and understood the Acknowledgement Guideline requirements and will provide evidence of compliance during delivery of your program as required. *

Yes

No

Acknowledgement of Funding Guidelines can be found here: [Funding Acknowledgment Guidelines](#)

Program Instalments & Deliverables

Instalment 1 amount - Released upon execution of your Funding Deed

This number/amount is calculated.
Funding Deed to be Signed by both parties before execution

Instalment 2 amount

This number/amount is calculated.
This amount will be released upon submission of annual report and evidence of prior Instalment expenditure and FTE implementation in progress

Instalment 3 amount

\$

This number/amount is calculated.
This amount will be released upon submission of annual report and evidence of prior Instalments expenditure and FTE implementation in progress

Instalment 4 Amount

\$

This number/amount is calculated.

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This amount will be released upon submission of annual report and evidence of prior Instalment(s) expenditure and FTE implementation in progress

I/we confirm that Program deliverables listed below are true and correct reflection of the works being undertaken as part of this Program *

Summary of Program Deliverables

This question is read only.

This is a list of works that must be delivered with your Funding awarded.

Date Program will be completed

This question is read only.

Schedule B - Reporting Requirements (refer to clause 12)

* indicates a required field

1. You must provide to Local Land Services (LLS) annual Activity Progress Reports on the status of all on-going and completed deliverables for the period to which the report relates, consisting of:
 - a) a Statutory Declaration confirming deliverables met and current status of job reporting;
 - b) summary by job/role ID of expenditure related to this Program
 - c) the status of results achieved to date from the Program; and
 - d) the amount of the funding from the Grant and what has been expended on the activity so far.
2. LLS may meet with you each quarter; at the LLS' discretion; or to discuss progress on the Program.

I/we confirm understanding of the annual reporting and FTE requirements associated with this Program? *

Checklist & Invoice Information

* indicates a required field

Supporting Documents & Funding Acknowledgement

Please ensure that all supporting documents (where applicable) have been provided so that review of your Funding Deed can occur.

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Checklist - please select what documents that are being submitted with the Funding Deed

- Public Liability Insurance - \$20 million required for program
- Invoice for the agreed Instalment 1 amount listed in this Funding Deed

Upload supporting documentation not yet supplied to the Department

Attach a file:

I/we confirm that by accepting this offer and signing the Deed, I/we: *

- agree to the Terms and Conditions within this Deed
- declare that all information provided as part of this Deed including attachments are true & correct
- agree to adhere to the Funding Acknowledgement guidelines and clause 18. of the Terms and Conditions
- agree to provide the LLS with a progress report when requested for this program
- agree to provide an evaluation report to the LLS when requested after the program has been completed
- agree to the Instalment timeframes for program delivery

At least 6 choices must be selected.

Invoice Information

Invoices to the Department should be the amount being claimed plus GST if your organisation is registered for GST, except for local councils or other Government agencies who will need to submit invoices excluding GST regardless of their ABN GST status.

Invoices to be uploaded in section below - DO NOT post.

Invoice for Instalment 1 should be uploaded into the Funding Deed and addressed as follows:

Department of Regional NSW

ABN: 19 948 325 463

Locked Bag 6009

ORANGE NSW 2800

Upload invoice for Instalment 1 *

Attach a file:

How to Submit your Funding Deed & Next Steps

HOW TO SUBMIT YOUR FUNDING DEED

Now that you have completed the Funding Deed information, uploaded your invoice for release of Instalment 1 and supporting documents, you will need to:

1. Save Progress of the form
2. Go to the **last page** of the form and select "**Download PDF**" - this will provide you with a full version of your Funding Deed for signing

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3. **Save and Print a FULL copy** of your Funding Deed and sign the selected signature block with the authorised office bearers for your organisation
4. Once signed, **scan the FULL Funding Deed** into your computer and then **upload a copy** of this back into the question below this section that says "**upload Signed Funding Deed**"
5. **Save progress and then submit** in SmartyGrants for review by the Department. You will **receive an email notification** once this has been submitted successfully.

NEXT STEPS

1. The Department will then review the submitted Deed, if no additional information is required a copy of the executed Funding Deed will be emailed to you for your records.
2. Funding will be requested for release at the same time you receive a copy of your executed Deed.
3. You will receive a remittance to your nominated email address once funding has been released & cleared.

Contact Details for the Grant Management Office (GMO)

The Grant Management Office (GMO) can be contacted via email at: **gmo@regional.nsw.gov.au** or 1300 107 754.

Please quote your LEP Application ID number in the subject header of the email or when contacting the Department regarding your program.

Execution of Deed

* indicates a required field

Signed, Sealed and Delivered for: *

Name of the Organisation receiving funding.

ABN

How to sign your Funding Deed

Organisations differ in who is authorised within them to enter into a legal contract.

Before you can print a copy of your Funding Deed for signing please read below:

- To ensure that you insert the correct signature block into this Funding Deed you may need to refer to your organisation's constitution.
- Please select from the options below to insert the correct signature block for your organisation's authorised signatories.

Organisations that select an incorrect signature block will be asked to amend and resubmit in order for the Department to execute.

Trust - A trust is not a legal entity, so it cannot contract in its own right. Deeds relating to trusts are entered into by the **trustee of the trust**. The correct execution clause will

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depend on what type of entity the trustee is, eg: an individual trustee or a company trustee (see execution blocks for both). The witness must not be a beneficiary of the trust.

Please select the relevant option to insert the correct signature block to this Funding Deed:

This question is read only.

If you are unsure about who can sign a legal contract on behalf of your organisation, please refer to your organisation's constitution

Execution Clause 1

This section is for organisations that are not set up under a Corporations Act, refer to your organisations constitution.

Please note that signatories CANNOT witness each other.

I/we warrant that I/we have authority to sign this Deed on behalf of the organisation and agree with the Terms and Conditions of this Deed.

First Authorised Officer

Signature of first Authorised Officer:

Second Authorised Officer

Signature of second Authorised Officer:

Name & Title of first Authorised Officer

Name & Title of second Authorised Officer

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

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

Witness signature

Witness signature

Name of witness

Name of witness

Date

Date

Must be a date.

Must be a date.

Execution Clause 2

ONLY to be used for organisations that are a **Company** established under the "**Corporations Act 2001 (Cth)**". This will include if you are registered as an Australian Company.

A company may execute a document without using a common seal if the document is signed by:

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- 2 Directors of the company; or
- a Director **AND** a Company Secretary of the company; or
- for a "proprietary company" that has a Sole Director (who is also the sole company secretary)

** If your organisation has a **Sole Director and Secretary**, the Sole Director and Secretary only need sign once - adding the statement "**Sole Director and Company Secretary**".

I/we represent and warrant that I/we have authority to sign this Deed on behalf of the organisation and agree with the Terms and Conditions of this Deed.

Signature of Director

Signature of Director/Company Secretary

Name of Director

Name of Director/Company Secretary

Date

Must be a date.

Date

Must be a date.

Execution Clause 3

By entering into this Deed the signatory represents and warrants that the signatory is duly authorised to execute this Deed on behalf of the Partnership listed at the top of the page.

Signed, sealed and delivered for and on behalf of the Partnership listed at the top of the page by its authorised signatory:

Signature of Partner

Signature of Partner (if required)

Name of Witness

Name of Partner

Name of Partner

Signature of Witness

Upload a copy of the Partnership Deed or

Power of Attorney

Attach a file:

Address of Witness

Date

Must be a date.

Execution Clause 4

By entering into this Deed the signatory, as trustee for and on behalf of the Trust, represents and warrants that the signatory is duly authorised to execute this Deed on behalf

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of the Trust and that the trustee has the right to be fully indemnified out of the Trust assets for obligations incurred under the Deed. Note: Witness cannot be a party to the deed nor a beneficiary of the Trust.

If the relevant trust deed requires more than one trustee to sign, please add additional lines for the other trustees' signatures. The witnesses must be independent individuals and not other signatories. **Signed, sealed and delivered by the trustee in their capacity as trustee of the Trust before:**

Name of Trustee

Name of Witness

Signature of Trustee

Signature of Witness

Upload a copy of the Trust Deed *

Attach a file:

If you cannot provide a copy of the Trust Deed, please include representation and warranty that the Trustee has the power to execute the Deed on behalf of the Trust.

Address of Witness

Date

Must be a date.

Execution Clause 5

If the trust is registered for GST, it will have its own ABN. The ABN being used should be that of the trust, not the ABN of the Trustee.

For example: the description of the party in the deed should be: "Company X ACN XXXX ABN YYYY (trustee for Y trust)" where ABN YYYYYY is the ABN of the Trust.

Signed, sealed and delivered for and on behalf of the Company listed above, in its capacity as trustee of the Trust, in accordance with section 127 of the Corporations Act 2001 by:

Signature of Director

Signature of Director (2)/Company Secretary

Name of Director

Name of Director (2)/Company Secretary

Director ID Number *

Date

Must be a date.

Date

Must be a date.

Execution Clause 6

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Signed, sealed and delivered by the individual signature below:

Signature

Signature of Witness

Name of Witness

Address of Witness

Date

Must be a date.

Upload Signed Funding Deed

Attach signed Funding Deed *

Attach a file:

Once uploaded - save progress, if nothing else required - SUBMIT form

Department Use Only - Execution Clause

Signed, sealed and delivered for and on behalf of the Crown in right of the State of New South Wales acting through the **Local Land Services** by its authorised signatory but not so as to incur personal liability:

Signature of Authorised Officer of the Department

Signature of Witness

Name of Authorised Signatory

Name of Witness

Position of Authorised Signatory

Date of Execution

Must be a date.