Ref: <Optional: Insert number OR n/a>

## **Details**

**Department:** <Department Name>

Primary contact: <Name>

Address: <Department Address>

Phone: <Department Phone Number>

Email: <Department Email>

Facsimile: Optional: Number OR n/a

**Recipient:** <Organisation Name>

Primary contact: <Name>

Address: <Organisation Address>

Phone: <Organisation Phone Number>

Email: <Organisation Email>

Facsimile: Optional: Number OR n/a

**Activity Name:**  <Service/Project Name>

**Funding Program:** <Optional: Program Name OR n/a>

This funding agreement (**this Agreement**) is a legally binding contract between the Recipient and the Department.

By signing and returning this Agreement to the Department, You will accept the offer of funding in this Agreement and agree to the terms and conditions set out within.

This Agreement will commence from the date it is last signed and will end once You have completed the Activity and all other Deliverables/Milestones specified in this Agreement to the reasonable satisfaction of the Department.

In this Agreement:

* Details, Parts A, B, Execution and any attachments form the Agreement between You and the Department, and constitute the entire agreement between the parties and supersede prior representations, contracts, statements and understandings in relation to its subject matter.
* **We**, **Us** and **Our** means the **Department** specified in the Details and includes Our officers, delegates, employees, other contractors, agents and successors.
* **You** and **Your** or the **Organisation** means the **Recipient** specified in the Details, and includes Your officers, employees, agents, volunteers, subcontractors and successors.
* **Activity** means any tasks, services, project or other purposes for which the Funding is provided as described in the Details and clause 3 of Part A.
* **Funding** means money the Department provided to the Recipient under this Agreement.
* **Business Day** means a day other than a Saturday, Sunday or public holiday appointed under the *Public Holidays Act 1993* (Vic).

## **Part A: Terms and Conditions**

1. **Start Date and End Date**

The Activity must start by <DD/MM/YYYY> (the Start Date) and be completed by <DD/MM/YYYY> (the End Date).

1. **Amount of Funding:** $<funded amount> (excluding GST).
2. **This Funding is provided to:**

[Insert Activity as described in Application/Eligibility requirements statement OR Short description of Activity – free text]

* <Insert optional Clause Bank items – bulleted>

You agree to perform each and every Deliverable/Milestone contained in the *Activity Deliverables and Payments Table* by the Due Date set out in that table to Our reasonable satisfaction.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Activity Deliverables and Payments Table  (Note: GST AMOUNT and TOTAL PAYMENT columns are optionally completed) | | | | | |
| Deliverable or milestone | Demonstrating the deliverable is complete | Due date | Payment amount (excluding GST) | GST amount | Total payment amount (including GST) |
| <Deliverable 1, including reference to any specified reporting requirements> | <Insert indicator OR n/a> | <DD/MM/YYYY> | $<Payment amount> | $<GST> | $<Total amount> |
| <Deliverable 1, including reference to any specified reporting requirements> | <Insert indicator OR n/a> | <DD/MM/YYYY> | $<Payment amount> | $<GST> | $<Total amount> |

1. **To meet Your Reporting Requirements** You must complete and send to Us any Report that is specified in the *Activity Deliverables and Payments Table* at clause 3.
2. **You must:** 
   1. **keep accurate records, including all receipts and tax invoices, in relation to the Activity and for everything You purchase with the Funding** in accordance with the requirements set out in Part B, if any; and
   2. **provide access to, and copies of, the records** at any time to Us or a third party authorised by Us.
3. **You must:** 
   1. use the Funding only for the Activity in accordance with this Agreement or as otherwise agreed in writing by Us;
   2. comply with all applicable laws and departmental policies in connection with the Funding, the Activity or this Agreement; and
   3. follow Our reasonable directions in connection with the Funding, the Activity or this Agreement.
4. **You must let Us know in writing within 5 Business Days from when You become aware if:** 
   1. You no longer meet the eligibility requirements for the Funding, if any;
   2. there is an actual or perceived conflict of interest that may impact on Your ability to deliver the Activity;
   3. You will not complete the Activity; or
   4. You will not spend the total amount of the Funding.
5. **You need Our written consent to:** 
   1. use any of the Funding for anything other than the Activity or in any way that is not in accordance with this Agreement;
   2. change the Deliverables/Milestones, Start Date or End Date of the Activity; or
   3. change the reporting requirements, if there are any.
6. **You agree to repay all or part of the Funding**, in accordance with any written request from Us to do so, if:
   1. there is unspent Funding at the completion of the Activity;
   2. You do not use the Funding in accordance with this Agreement.
7. **You will acknowledge any Funding support provided by the Victorian Government**:
   1. as specified in any applicable Departmental policy;
   2. according to the *Acknowledgement and Publicity Guidelines* as amended from time to time, which can be found <at Attachment <X> OR on the Department’s website <URL>; or
   3. as described in Part B.
8. **Unless a recipient created tax invoice (RCTI) arrangement is in place, You will submit an invoice to Us** that complies with tax legislation (including *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) for each Deliverable/Milestone that is linked to a payment in the table at clause 3. Invoice arrangements are described at Attachment <X> OR Part B of this Agreement.
9. Clauses 5, 9 and 10 and any clauses identified in Part B will continue to apply after the end of this Agreement.

## **Part B: Additional Conditions**

1. Additional conditions that apply to this Agreement

* [Insert text: There are no Additional Conditions that apply to this Agreement OR insert optional Clause Bank items]

1. Attachments

* [Insert text: There are no Attachments OR list Attachment number and name/s, eg. Attachment 1 – Report Template

## **Execution**

**SIGNED** for and on behalf of the STATE OF VICTORIA represented by and acting through the Department of <Department Name>, ABN <number>, by:

Name and position of authorised representative <Name>

<Position>

Sign here: ..................................................................... Date: <DD/MM/YYYY>

**Witness**

Name of Witness <Name>

Sign here: ..................................................................... Date: <DD/MM/YYYY>

SIGNED for and on behalf of <Organisation Name> <ABN or ACN> <number>, by the following authorised delegates of <Organisation Name>.

**Complete this section including your name and position details**

Name and position of authorised representative <Name>

<Position>

Sign here: ..................................................................... Date: <DD/MM/YYYY>

Name and position of second authorised representative <Name>

<Position>

Sign here: ..................................................................... Date: <DD/MM/YYYY>