

VICTORIAN COMMON FUNDING AGREEMENT

Clause Bank – Standard Form

December 2015 Version 2.1

**To be used with the VCFA Standard Form Agreement**

To be used with the VCFA Short Form Agreement



FOR INTERNAL USE ONLY

Authorised by the Victorian Government, Melbourne, December 2015.

**VERSION AND REVIEW**

Victorian Common Funding Agreement Clause Bank - Standard Form

December 2015, Version 2.0, subject to ongoing update and scheduled for review 2019.

**ACCESSIBILITY**

If you need this information in an accessible format, please email cfaproject@dhhs.vic.gov.au.

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# Before You Get Started

The Victorian Common Funding Agreement Clause Bank provides a menu of additional terms and conditions that are specific to a government agency or a particular Activity/Service being funded. The Clause Bank is design to be used within the Standard Form Schedule.

**You are currently viewing the Clause Bank for the Schedule, which is used with the VCFA Terms and Conditions to create a Standard Form Agreement.**

Additional Terms and Conditions in this document can be used in the VCFA Standard Schedule under:

* Item 1: Activity Details
* Item 2: Funding
* Item 3: Activity Deliverables and Payments
* Item 4: Budget
* Item 5: Reporting Requirements
* Item 6: Activity Specific Requirements

Alternative options are also available for:

* Execution clause (alternative Funding recipient signature blocks)
* Item 3: Activity Deliverables and Payments Table (option to include GST amounts)
* Item 4: Budget Forecast Table (option to include GST amounts).

The Clause Bank is used in line with the **business rules** for the Agreement and guidance on how to work with the Clause Bank. Key things to remember are:

* Additional terms and conditions are allowed only where identified in the Schedule
* Only approved clause wording, as it appears in the Clause Bank, can be inserted into the Schedule
* There are specific free text areas in Schedule Items 1, 2 and 3 to be used for grant funding specific information
* If the Clause Bank does not address your needs, you can make a request to amend an existing clause or to have a new clause added to the Clause Bank for your use
* Clauses particularly relevant for use with Local Government along with those that should not be used have been identified in the Guidance Notes.

For further advice and support or to request an amendment to the Clause Bank:

* **Email** VCFA Support at [cfaproject@dhhs.vic.gov.au](mailto:cfaproject@dhhs.vic.gov.au)
* **Visit** the support pages for the Victorian Common Funding Agreement at:

<https://www.vic.gov.au/victorian-common-funding-agreement>

# Schedule Additional Terms and Conditions

| Clause Heading & Wording | **Guidance Note** | **Internal Ref No.** | |
| --- | --- | --- | --- |
| FOR USE IN ITEM 1: ACTIVITY DETAILS | | |
| **Note:** No additional terms and conditions are identified for use in Item 1 of the Schedule. This is a free text area. | | |
| FOR USE IN ITEM 2: FUNDING | | |
| Payment of Funding | *This category determines how the Funding will be paid to the Organisation. Must select one clause from this category.* |  |
| Funding will be paid as outlined in the Activity Deliverables and Payments Table. | *Select for simple or low-risk Activities.*  *Relevant for Local Government**if required.* | 2-1-A | |
| The Funding will be paid as outlined in the Activity Deliverables and Payments Table and within thirty (30) Business Days of the Organisation providing accepted evidence that demonstrates that the Organisation has completed agreed actions. | *Select for more complex or higher-risk Activities.* | 2-1-B | |
| Funding in the amount outlined in the Activity Deliverables and Payments Table will be paid if the Organisation has met the agreed service targets. | *Select for Activities which require the Organisation to meet a target.* | 2-1-C | |
| Adjustments to the amount of Funding | *Use clauses from this category to vary the amount of Funding paid to the Organisation. Do not use clauses from this category if the Funding is not variable.* |  |
| The Department will increase funding for this Activity annually by the rate of indexation approved by the Victorian Government. | *Select where grants will be adjusted annually for indexation. Not applicable for projects completed within a year.* | 2-2-A | |
| The Funding paid is influenced by funding ratios (the ratio of the Department’s contributions to other contributions) set out in the program guidelines. If the Organisation reduces its and/or Other income contributions for the Activity, the Department may decrease the Funding in line with applicable funding ratios. | *Select if Department funding may be varied in the event of changes to other funding sources.*  *Relevant for Local Government if required.* | 2-2-B | |
| Funding is tied to the volume of services delivered. Payments will be adjusted to reflect actual service delivery volume. | *Select where grants are for activities where payments are to the volume of services provided. Not applicable for projects.* | 2-2-C | |
| The Organisation shall advise the Department if the Activity is completed for less than the original total project budget. In such an event the Funding shall be reduced on a pro rata basis and such reduction in the Funding shall be deducted from the final grant payment or may be otherwise recovered from the Organisation. | *Select where grants for activities will be reduced in line with actual activity expenditure. Mainly applies to projects.* | 2-2-D | |
| FOR USE IN ITEM 2: FUNDING (CONT.) | | |
| Adjustments to the amount of Funding | *Use clauses from this category to vary the amount of Funding paid to the Organisation. Do not use clauses from this category if the Funding is not variable.* |  |
| The Organisation must continue to comply with its obligations under this Agreement, regardless of any payment of the Funds being deferred, reduced, or not paid at all by the Department. | *Select for Activities where it is possible the funding level will be reduced.* | 2-2-E | |
| Separate account to manage the Funding | *Use this category to define the requirements of any bank accounts dedicated towards the Activity. Do not use this category if there is no need for a dedicated bank account.* |  |
| Funding for this Activity must be kept in a separate bank account established for the Activity. | *Recommended only for Activities or funding recipients that present with a higher risk rating.* ***Not*** *for use with Local Government.* | 2-3-A | |
| Funding for this Activity must be kept in a trust account. Department funds must be able to be clearly distinguished from other funds sources that the Organisation has. | *Select for Activities or funding recipients with a high risk rating where a large volume of funding is provided.* ***Not*** *for use with Local Government* | 2-3-B | |
| The Funding will be paid into the following account (the Activity Account):  Account Name:  BSB:  Account Number:  Generic or Accounts email address:  or such other account as the Organisation may notify the Department in writing.  The account must be established solely for the purposes of accounting for, and administering, any Funding providing by the Department to the Organisation under this Agreement and which is separate from the Organisation’s other operational accounts.  The Organisation must provide written notification to the authorised deposit-taking institution at which the account is established that the Funding is held for the purposes of the Activity, and provide a copy of that notification to the Department.  The Organisation must provide the Department and the authorised deposit-taking institution with an authority for the Department to obtain details relating to any use of the account.  The Organisation must ensure that as a minimum two signatories, who have the Organisation’s authority to do so, are required to operate the account. | *Account details should be provided by all grant recipients. Select this clause for Activities where the Funding account presents a risk.  Can only be used by departments with grants systems which allow information to be manually inserted into the Agreement.*  ***Not*** *for use with Local Government* | 2-3-C | |
| FOR USE IN ITEM 2: FUNDING (CONT.) | | |
| Tax Invoice | *Use this category in conjunction with Part B clause 4.13.* |  | |
| If GST is payable and the Organisation has not entered into a recipient created tax invoice agreement (RCTI agreement) with the Department or received an invoice containing an embedded RCTI agreement from the Department, the Organisation must issue Tax Invoices to the Department prior to receiving Funds. | *A Recipient Created Tax Invoice Agreement (RCTI agreement) allows the Department to invoice the Organisation with funding. Conversely, If a RCTI does not exist, the Organisation must invoice the Department before funds can be received.* ***Not*** *for use with Local Government* | 2-4-A | |
| Repayment of Funding | *Use this category to require unspent funding to be returned and to oblige the Organisation to pay interest on any outstanding repayments.* |  | |
| If the Organisation fails to fulfil, or is in breach of any of its obligations under this Agreement, and does not rectify the omission or breach within 10 Business Days of receiving a notice in writing from the Department to do so, the Department will be entitled to terminate this Agreement and may recover from the Organisation any part of the Funding which:   1. has not been legally committed for expenditure by the Organisation in accordance with this Agreement and payable by the Organisation as a current liability (written evidence of which will be required) by the date the notice of termination is given; or 2. has not, in the Department's reasonable opinion, been expended by the Organisation in accordance with the terms and conditions of this Agreement. | *Select this clause if your financial policies require the Organisation to return any unspent funding. Use this clause in conjunction with the clause below if your financial policies also require the Organisation to pay interest on any unspent funding that is not promptly returned.* | 2-5-A | |
| If the Organisation does not repay the Department the amount referred to in the clause above within 30 Business Days of receipt of the notice of termination, it must also pay the Department interest on the outstanding amount. The amount set out in the notice, and interest owed under this clause will, without prejudice to any other rights available to the Department under this Agreement or at law or in equity, be recoverable by the Department as a debt due to the Department by the Organisation without further proof of the debt by the Department being necessary.  For the purpose of this clause 'Interest' means interest calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the *Tax Administration Act 1953* (Cth), on a daily compounding basis. | *Use this clause if your financial policies require the Organisation to pay interest on any unspent funding that is not promptly returned. This clause must be used in conjuncture with the clause above.* | 2-5-B | |
| Auspice |  |  | |
| The Organisation is auspicing this grant for [#]. The Organisation agrees that it is responsible for making sure that the terms and conditions of this agreement are complied with by the Organisation and by [#]. | *Use for auspice grants. If you are unable to manually insert the name of the auspice party, use the next clause.*  *Relevant for Local Government if required.* | 2-6-A | |
| FOR USE IN ITEM 2: FUNDING (CONT.) | | |
| Auspice (cont.) |  |  | |
| If the Organisation is auspicing this grant for a third party, the Organisation agrees that it is responsible for making sure that the terms and conditions of this Agreement are complied with by the Organisation and by the third party the Organisation is auspicing this grant for. | *Use for auspice grants where you are unable to manually insert the name of the auspice party.*  *Relevant for Local Government**if required.* | 2-6-B | |
| FOR USE IN ITEM 3: ACTIVITY DELIVERABLES AND PAYMENTS | | |
| Inclusion of application | *Use this category to include the initial funding application.* |  | |
| The Organisation’s application and any additional information that is requested by the Department prior to this Schedule being executed is part of this Agreement. The Activity delivered must be consistent with those documents. If there is a conflict or inconsistency between the Organisation’s application and the Organisation’s Agreement then the Agreement has precedence, to the extent of the conflict or inconsistency. | *Select this clause if there is specific information in the initial funding application which should form part of this agreement.*  *Relevant for Local Government**if required.* | 3-1-A | |
| Evidence due dates | *Use this category to create flexibility around due dates.* |  | |
| The evidence due dates in the Activity Deliverables and Payments Table are indicative only, and the Organisation only need approval from the Department to extend the Activity start and end dates in Item 1. | *Select this clause to allow flexibility for Activity start and end dates. This clause should only be used with smaller grants.* | 3-2-A | |
| Completion requirements | *Use this category to set Activity completion requirements.* |  | |
| The Organisation must complete the Activity as agreed, meeting all actions and providing evidence as required in the Activity Deliverables and Payments Table. | *This clause is recommended for all Activities unless the specific nature of the Activity makes this clause problematic.* | 3-3-A | |
| If any Funding remains unexpended at the completion of the Activity then the Organisation must immediately repay that amount to the Department. | *Use this clause to supplement Clause 4.8 in the standard terms and conditions. Recommended only for high risk Activities or where full details of the costs of the Activity are not predictable up front.* | 3-3-B | |
| FOR USE IN ITEM 3: ACTIVITY DELIVERABLES AND PAYMENTS (CONT.) | | |
| Project plan requirement | *Use this category to set project plan requirements.* |  | |
| A project plan, project management plan or other similar plan must be provided to the Department as soon as possible, and not later than thirty (30) Business Days after the Start Date of the Activity. This plan must:   1. detail how the Activity will be delivered 2. include timeframes for action 3. be endorsed by the Department   Reports must report on progress against the project plan. | *Recommended only for Activities, namely of a project type, or funding recipients that present with a higher risk rating.*  *Relevant for Local Government if required.* | 3-4-A | |
| Variations | *Use this category to set formal conditions on variations to the agreement.* |  | |
| The Organisation from time to time may give written notice to the Department proposing a variation to the Activity, the Start Date, the End Date, or any Activity deliverable or budget specified in the Schedule, but not to the amount of Funding. If the Department, in its sole discretion, gives written notice agreeing to the proposed variation, the Schedule will be deemed to be varied accordingly. | *This clause prevents the Organisation from proposing a change to the amount of Funding, but allows the Organisation to propose changing the Activity and start/end dates.* | 3-5-A | |
| FOR USE IN ITEM 4: BUDGET | | |
| Activity forecast budget | *Use this category to determine whether the budget is detailed as part of the Schedule. You must select one clause from this category.* |  | |
| The budget forecast for the Activity is outlined in the Budget Forecast Table. | *Select if a budget forecast is to be detailed as part of the Schedule.*  *Relevant for Local Government if required.* | 4-1-A | |
| The budget for this Activity as set out in the Organisation's application forms part of this Agreement. This budget details Activity income from the Department, the Organisation and other contributors, and forecast expenditure. | *Select if a budget forecast will not be detailed as part of the Schedule. Not for use by DSE.*  *Relevant for Local Government**if required.* | 4-1-B | |
| There is no budget forecast for this Activity as the Funding is not allocated for specific expenditure. | *This clause can only be used for Activities where the Funding is allocated for the organisation to use flexibly, rather than for a specific activity or service. This clause should only be selected as part of a formal risk assessment.* | 4-1-C | |
| FOR USE IN ITEM 4: BUDGET (CONT.) | | |
| Contributions | *Use this category to define contributions and other funding sources for the Activity, and the implications of these contributions.* |  | |
| Other Contributions means:   1. $[#] to be provided by [3rd party] 2. $[#] to be provided by [3rd party] | *Select to define contributions by third parties. Do not select if your department systems don’t allow manual editing of your agreement.*  *Relevant for Local Government**if required.* | 4-2-A | |
| The Organisation’s Contributions means $[#]. | *Select to define contributions by the Organisation. Do not select if your department systems don’t allow manual editing of your agreement.*  *Relevant for Local Government**if required.* | 4-2-B | |
| In the event that the Contribution or any other Contribution is withdrawn or is not paid or supplied when due, the Organisation must immediately notify the Department.  In the event that the Contribution or any other Contribution is withdrawn or is not paid or supplied when due, the Organisation acknowledges:   1. that the Department shall not be liable to pay any amount in excess of the Funds to cover any resulting funding shortfall; and 2. that the Department shall be entitled to elect to revoke its grant of the Funds or, if any part of the Funds has already been paid to the Organisation, to cease any further payment of Funds to the Organisation. | *Select if the Organisation is dependent upon other contributions to carry out the Activity.*  *Relevant for Local Government**if required.* | 4-2-C | |
| Flexibility with budget expenditure | *Use this category to define the level of budget flexibility held by the Organisation.* |  | |
| Up to ten (10) per cent of the total budget can be transferred between expenditure items without the Department’s approval. Approval is required for higher amounts. | *Select for lower-value and lower-risk Activities to allow a higher level of budget flexibility. Please check with your Department’s business rules regarding the use of this clause.*  *Relevant for Local Government**if required.* | 4-3-A | |
| Before payment will be released, the Organisation must submit for approval by the Department a revised budget and brief summary outlining any changes to the project plan resulting from the amount offered differing to that requested, and/or income amounts previously unconfirmed in the Organisation’s application. | *Select for Activities where there is a risk of a change in budget that requires Departmental approval.* | 4-3-B | |
| With the exception of those Assets listed in the Activity Deliverables and Payments Table, the Organisation must not use Funds to acquire or create any Asset without the Department’s prior written approval. Approval may be given subject to any conditions the Department may impose from time to time. | *Select this clause to require the Organisation to obtain written approval from the Department for the acquisition or creation of Assets with Department funds unless they are stipulated in the agreement.* | 4-3-C | |
| FOR USE IN ITEM 5: REPORTING REQUIREMENTS | | |
| Progress reports | *Use this category to determine the format of progress reports.* |  | |
| Progress reports must be completed using the appropriate Department template. This report must be signed by an authorised delegate from the Organisation. | *Select if using a template for progress reports is likely to improve reporting timing and quality, or if your Department requires a template to be used.*  *Relevant for Local Government**if required.* | 5-1-A | |
| Progress reports (cont.) |  |  | |
| The Organisation can provide the report in any format that clearly identifies agreed actions and progress. The Department, however, may not accept reports that are not clear, concise and in line with the Activity Deliverables and Payments Table or the attached Activity plan if there is one. | *Select if progress reports are not required to be completed using the Department’s template.* | 5-1-B | |
| Final or yearly report | *Use this category to set additional conditions for the final or annual report.* |  | |
| The final or yearly report must be submitted by the date written in the Activity Deliverables and Payments Table. | *Recommended for all programs which includes a table in Item 3: Activity Deliverables and Payments.*  *Relevant for Local Government**if required.* | 5-2-A | |
| The final or yearly report must be completed using the Department’s template. It includes a financial acquittal report. This report must be signed by an authorised delegate from the Organisation. | *Select if using a template for the final or annual reports is likely to improve reporting timing and quality, or if your Department requires a template to be used.*  *Relevant for Local Government**if required.* | 5-2-B | |
| Outcomes report | *Use this category to set conditions on an Outcomes Report.* |  | |
| Twelve (12) months after the completion of this Activity, the Organisation must provide a report and/or data on outcomes, using the Department’s template. | *Select if an outcomes report will provide measurement of the effectiveness of the Activity, or provide useful information to the Department.* | 5-3-A | |
| FOR USE IN ITEM 5: REPORTING REQUIREMENTS (CONT.) | | |
| Additional reporting | *Use this category to request any reporting in addition to that in Part B.* |  | |
| The Organisation must provide additional information that the Department requests in relation to the evaluation of the program(s) through which this Funding is provided. The Department must make only reasonable requests and should give notice of at least twenty (20) Business Days. | *Recommended for most programs to improve evaluation outcomes.* | 5-4-A | |
| The Organisation must provide performance reports and data that are named in:   1. [#] 2. [#]. | *Select to include additional, specific performance reporting.*  *Can only be used by departments with grants systems which allow information to be manually inserted into the Agreement.* | 5-4-B | |
| The Organisation might be asked to provide the following additional financial reports:   1. An additional financial statement for activities (income and expenditure report) 2. A brief explanation on any issues relating to that financial statement 3. Organisation certification of additional financial reports | *Select if additional financial reporting will improve evaluation. Carefully consider before selecting this clause for smaller grants/Organisations, as the increased reporting burden may decrease Activity effectiveness.* | 5-4-C | |
| The Organisation must allocate at least [ten (10) per cent] of the Funding to an independent evaluation of the Activity. The final evaluation report must include the raw data used in undertaking the evaluation. | *Can be used by programs when an evaluation component has been specified in guidelines or negotiated.* | 5-4-D | |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS | | |
| Acknowledgement | *Use this category to establish additional acknowledgement and publicity requirements for the Organisation. Some of these clauses must be used as the third dot point in the existing acknowledgement clause in Item 6.* |  | |
| The Department encourages the Organisation to attract private sponsorship and patronage in order to enhance sustainability. The Organisation agrees to abide by the following protocol:   1. If naming rights for the Organisation have been agreed between the Organisation and any sponsor prior to the execution of this Agreement, then the Organisation will advise the Department of those naming rights, including the name of the relevant sponsor, before the execution of this Agreement; 2. If, during the Term, the Organisation enters a sponsorship arrangement with any sponsor, the Organisation shall make a distinction between sponsorship and naming rights and shall consult with The Department before naming rights are granted to the sponsor; 3. Naming rights for events do not fall within the scope of this clause. | *Select for Arts Victoria Activities where private sponsorship is allowed.*  *Relevant for Local Government**if required.* | 6-1-A | |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS (CONT.) | | |
| Acknowledgement | *Use this category to establish additional acknowledgement and publicity requirements for the Organisation. Some of these clauses must be used as the third dot point in the existing acknowledgement clause in Item 6.* |  | |
| Melbourne is officially designated a UNESCO City of Literature. As a recipient of Victorian Government funding for a literature-based project the Organisation must include the UNESCO Melbourne City of Literature logo in your publicity material. Guidelines for City of Literature acknowledgement can be found on the Arts Victoria website at www.arts.vic.gov.au/logos. | *Select for literature-based projects.* | 6-1-B | |
| The Organisation will acknowledge any financial or other support by the Commonwealth Government according to the Commonwealth Government funding acknowledgement guidelines as amended from time to time. | *Select for specific Activities which also receive Commonwealth Government funding.*  *Relevant for Local Government**if required.* | 6-1-C | |
| The Organisation will acknowledge any financial or other support by partner organisations in a manner as specified in the attachments as amended from time to time. | *Select for specific Activities which also receive support from partner Organisations, e.g. football Activities may need to use the logo of the relevant football league.*  *Relevant for Local Government**if required.* | 6-1-D | |
| Activity governance | *Use this category to establish additional governance options or rules.* |  | |
| A steering committee, working party or other similar group will be established to manage the Activity. A representative from the Department must be invited to be a part of this group. Having Department representation on a group to manage the Activity does not limit the Organisation’s obligations under this Agreement. | *Select only for complex/larger activities that present higher risk.*  *Relevant for Local Government**if required.* | 6-2-A | |
| A steering committee, working party or other similar group will be established to manage the Activity. Membership must reflect the communities that will benefit from the Activity. | *Select for Activities where the primary purpose is innovation and development with multiple partners.*  *Relevant for Local Government**if required.* | 6-2-B | |
| The Organisation may carry out the Activity in partnership with any of the following organisations:   1. [#] 2. [#]   or such other partner as may be approved by the Department in writing. | *This clause confirms any likely partner organisations and provides an avenue for Department approval of any other potential partners.  Can only be used by departments with grants systems which allow information to be manually inserted into the Agreement.* | 6-2-C | |
| The Organisation must establish formal partnerships with at least one other organisation from a different ethnic, religious or cultural community for the design, planning and delivery of the Activity. The Department's requirements for evidence of a formal partnership are contained in the Activity Deliverables and Payments Table. | *This clause requires the Organisation to establish a formal partnership with another organisation from a different ethnic, religious or cultural community during the design, planning and delivery of the Activity.* | 6-2-D | |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS (CONT.) | | |
| Activity governance | *Use this category to establish additional governance options or rules.* |  | |
| The Organisation must notify the Department of any circumstances or the occurrence of any event that adversely affect the ability of the Organisation to fulfil its obligations under this Agreement immediately upon the organisation becoming aware of the circumstances or event. | *Recommended only for Activities or funding recipients that present with a higher risk rating.* | 6-2-E | |
| The Department agrees to assist the Organisation to meet its objectives and to comply with the conditions of this Agreement by:   1. responding to and providing comments on reports, papers, proposals, projects and outcomes 2. providing support and advice to the Organisation’s Representative on issues relating to the Activity 3. nominating the Department’s representative | *Select for Activities where formalising the Department's role will improve the likelihood of successful outcomes.* | 6-2-F | |
| The Organisation and the Department agree that the requirements of Clause 15.1 Transition of Activity will only apply if the Organisation fails to complete the Activity to the reasonable satisfaction of the Department. | *Clause 15.1 requires the Organisation upon expiry or termination of the Agreement to hand over all materials and records, and assist in transitioning the Activity to the Department.* | 6-2-G | |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS (CONT.) | | |
| Corporate governance | *Use this category to set additional corporate governance conditions.* |  | |
| The Organisation must provide a copy of the Organisation’s Constitution to the Department upon notification by the Department. | *Select if this will lead to improved Corporate Governance.*  ***Not*** *for use with Local Government.* | 6-2-A | |
| The Organisation must inform the Department in writing within ten (10) Business Days whenever there is a change in the Organisation’s Constitution, structure, management or operations which could reasonably be expected to affect the Organisation’s eligibility for the Funding or have an adverse effect on the Organisation’s ability to comply with its obligations under this Agreement. | *Recommended for most Activities or funding recipients, but particularly those that present with a higher risk rating.*  ***Not*** *for use with Local Government.* | 6-2-B | |
| If the Organisation is an Aboriginal and Torres Strait Islander corporation registered under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth), the Organisation must notify the Department within 5 Business Days of any of the following circumstances arising:   1. the Registrar gives the Organisation a written notice because the Organisation may have failed to comply with the Act or its constitution or there has been an irregularity in the Organisation’s affairs; 2. the Organisation is placed in receivership, administration, or is wound up or deregistered; 3. the Registrar convenes a general or annual general meeting of the Organisation; or 4. the Registrar or the Court disqualifies a person from managing the Organisation. | *Recommended for any association incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).  ***Not*** *for use with Local Government.* | 6-2-C | |
|  | |
| If the Organisation is registered under the Corporations Act 2001 (Cth), in the event that the Organisation applies to come under, receive a notice requiring the Organisation to show cause why the Organisation should not come under, receive a notice or an application from any other person for the Organisation to come under or have otherwise come under one of the forms of external administration referred to in Chapter 5 of the Corporations Act 2001 (Cth) or an order has been made for the purpose of placing the Organisation under external administration, the Organisation must inform the Department in writing within five (5) Business Days of the date of the making or receipt of such notice of application or the making of such an order. | *Recommended for any organisation registered under the Corporations Act 2011 (Cth).*  ***Not*** *for use with Local Government.* | 6-2-D | |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS (CONT.) | | |
| Confidentiality and privacy | *Use this category to establish confidentiality and privacy requirements in addition to those in Part B.* |  | |
| State material or information that is marked or notified as confidential should not be disclosed to any third party. It is only to be used for this Activity. It must be destroyed, or returned as directed to the State when this Activity ends. | *Recommended for any activity which will likely require the use of confidential State material or information.*  *Relevant for Local Government**if required.* | 6-3-A | |
| For the avoidance of doubt, despite anything in clause 17 of this Agreement the Organisation and the Department agree and acknowledge that the Department is not an organisation to which the Organisation usually discloses Personal Information and Health Information. Accordingly, for the purposes of this Agreement the Organisation is not required to make individuals aware that the Department is an organisation to which the Organisation usually discloses Personal Information and Health Information. | *Use this clause if you wish to make it clear that the Department does not collect personal or health related information from the Organisation for the purposes of this Agreement.* | 6-3-B | |
| Heritage Activities | *Use this category to set Heritage conditions on the Activity.* |  | |
| The parties agree and acknowledge that the Activity may impact on objects or places which are important to Victoria’s heritage. The Organisation accepts responsibility for recognising, protecting, managing and conserving the cultural heritage of the objects or places which may be impacted by the Activity by, before commencing the Activity:   1. Assessing the potential impact of the Activity on Victoria’s cultural heritage 2. Seeking advice from Heritage Victoria for any non-Aboriginal heritage impacts 3. Seeking advice from Aboriginal Victoria for any Aboriginal heritage impacts and 4. Engaging appropriately qualified or experienced heritage professionals for any aspects of the Activity which threaten Victoria’s cultural heritage   This agreement does not absolve or indemnify the Organisation from any heritage liabilities incurred in carrying out the Activity. | *Select this clause for any Activity which will impact an object or place which has Heritage value. Contact Heritage Victoria or Aboriginal Victoria for further advice.*  *Relevant for Local Government**if required.* | 6-4-A | |
| The parties agree and acknowledge that the Activity may use, collect, produce or disclose information which is important to Victoria’s heritage. The Organisation will:   1. Before starting the Activity, seek advice from the Relevant Agency about best practice methods of using, collecting, producing or disclosing this information. 2. If requested by the Relevant Agency, enter this information into a heritage database to the satisfaction of the Relevant Agency; and 3. Provide a summary of this information to the Department in the final report.   For the purposes of this clause, the Relevant Agency is either:   1. Aboriginal Victoria for all Aboriginal heritage information, or; 2. Heritage Victoria for all non-Aboriginal heritage information. | *Select this clause for any Activity which will collect Heritage information. Contact Heritage Victoria or Aboriginal Victoria for further advice.*  *Relevant for Local Government**if required.* | 6-4-B | |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS (CONT.) | | |
| Infrastructure Capital Activities | *Use this category to set additional requirements for Activities involving capital infrastructure.* |  | |
| If either party is unable to perform its obligations due to an event that is beyond its reasonable control, the obligation will be suspended while the event continues. | *Select for programs involving construction works.*  *Relevant for Local Government**if required.* | 6-5-A | |
| The Organisation agrees to provide the Department with a capital replacement plan no later than twenty (20) Business Days after signing the Activity Schedule. | *Select for programs involving capital replacement, unless a capital replacement plan has already been provided to the Department.* | 6-5-B | |
| Funding of an Activity does not constitute a permit from the Department or from Local Government Authorities. The Organisation is responsible for obtaining all necessary permits required in relation to the Activity including but not limited to the following:   1. Any planning permits that are required 2. Any building permits that are required 3. Any heritage approvals that are required. | *Select for programs involving planning or construction works, especially those on Heritage listed places.* | 6-5-C | |
| The Organisation must ensure that the property is continuously used for approved purposes. The approved purposes for this property are as described under Activity Details in Item 1. The Organisation must gain any consents, approvals or permits that are required to use the property for this approved purpose. | *Select for relevant Infrastructure.*  *Relevant for Local Government**if required.* | 6-5-D | |
| The Organisation must ensure that the property is utilised for approved purposes for a minimum of five years after the expiry of this Agreement. The approved purposes for this property are as described under Activity Details in Item 1. The Organisation must gain any consents, approvals or permits that are required to use the property for this approved purpose. | *Select for relevant infrastructure where it is necessary to designate a minimum time period for utilisation by the Organisation.*  *Relevant for Local Government**if required.* | 6-5-E | |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS (CONT.) | | |
| Infrastructure Capital Activities | *Use this category to set additional requirements for Activities involving capital infrastructure.* |  | |
| The Organisation agrees to ensure that property or buildings, on or under a property, whether they exist now or are built in the future, that are acquired with Department Funds (in part or in full) will comply with:   1. The Building Code of Australia 2. All relevant Australian Standards 3. All Occupational Health and Safety laws and regulations   The Organisation agrees to:   1. Carry out works or repairs that are needed to make sure that the Organisation complies with these laws and regulations 2. Keep the property in good condition, and maintain it to the standards required to use the building for the approved purpose 3. Make on-time payments for any rates and taxes for the property 4. Make other payments associated with the property that the Organisation, as the owner of the property, is liable for. | *Select for programs which involve the acquiring of property or buildings with Department funding (whether in part or in full).*  *Relevant for Local Government**if required.* | 6-5-G | |
| By mortgage deed, the Minister has an ongoing interest in property or buildings obtained with Department Funds for this Activity. With reasonable prior notice from the Minister, the Organisation must allow the Minister or his/her representatives to inspect the property. The Minister may ask the Organisation to provide reports related to the use of the property. The Minister will only make reasonable requests for reports and will give the Organisation time to comply. The Organisation must provide these reports when they are requested. Reports may include:   1. An audit of the conditions of the property and compliance with building standards and Occupational Health and Safety standards 2. A report on public liability risks associated with using the property 3. A report on use of the property generally   As well as meeting these responsibilities, the Minister’s interest in the property means that the Organisation cannot:   1. Sell, transfer or encumber the property without the prior written consent of the Minister 2. Make an offer to sell, transfer or otherwise encumber the property without the prior written consent of the Minister 3. Use the property as security without the Minister’s agreement 4. Enter any lease without the prior written consent of the Minister. | *Select for programs which involve the acquiring of property or buildings with Department funding (whether in part or in full).* | 6-5-H | |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS (CONT.) | | |
| Insurance | *Use this category to set additional insurance requirements for the Organisation.* |  | |
| In addition to its requirements under clause 20.1, the Organisation will have and maintain insurance against fire damage. | *Fire damage insurance.*  ***Not*** *for use with Local Government.* | 6-6-A | |
| Insurance obtained under clause 20.1 must be for the full insurable value to replace and re-instate the property and works on the property. | *Insurance to cover full value of property and works.*  ***Not*** *for use with Local Government.* | 6-6-B | |
| The Organisation will ensure the interest of the Minister under the mortgage is noted by the Organisation’s insurer. | *Interest of Minister to be noted.*  ***Not*** *for use with Local Government.* | 6-6-C | |
| The parties agree that at the Minister’s request the Organisation will allow the Minister to take over the Organisation’s rights to make, pursue or settle an insurance claim. The Organisation will execute any instruments needed to allow the Minister to take over such rights. | *Minister able to take over insurance claim.*  ***Not*** *for use with Local Government.* | 6-6-D | |
| In addition to clause 20.1, the Organisation shall ensure that a suitable public liability policy of insurance has been effected with an insurer described in clause 20.1(a) upon execution of this Agreement or commencement of the Activity, whichever is the earlier. Such insurance shall be maintained until the completion of the Activity, and shall provide cover for an amount mutually agreed and not less than $[#]. | *Sets a value for Public liability insurance. Do not use if your grants system does not allow manual input into clauses.*  ***Not*** *for use with Local Government.* | 6-6-E | |
| For the purpose of clause 20.1, ‘appropriate insurance’ means insurance of at least $[#]. | *Sets a value for ‘appropriate insurance’. Do not use if your grants system does not allow manual input into clauses.*  ***Not*** *for use with Local Government.* | 6-6-F | |
| The Organisation will ensure the interests of the Department under this Agreement are noted on the policies of insurance required under this Agreement and the terms and conditions of these policies shall be reasonably acceptable to the Department. | *Select for Activities where it is desirable for the Department to have final say over the terms and conditions of insurance policies.*  ***Not*** *for use with Local Government.* | 6-6-G | |
| The Organisation must maintain workers compensation insurance as required by law where the Organisation carries out activities under this Agreement. | *Workers compensation insurance.*  ***Not*** *for use with Local Government.* | 6-6-H | |
| The Organisation will maintain all appropriate insurance against the loss, damage or destruction of any Asset purchased or created with the Funding until the expiry of this Agreement. Such insurance shall be to the full replacement cost of any Asset. | *Select this clause to increase the required level of insurance to cover the full replacement cost of any Assets purchased or created with Department funding during the period of the Agreement.*  ***Not*** *for use with Local Government.* | 6-6-I | |
| The Organisation must maintain voluntary workers insurance when carrying out the Activity under this Agreement. | *Select this clause for Activities involving voluntary workers.*  ***Not*** *for use with Local Government.* | 6-6-J | |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS (CONT.) | | |
| **Intellectual property vests in the Organisation** | *By default, Clause 16 of the Terms and Conditions states that all intellectual property is owned by the Organisation. Clauses in this category can be used to add extra conditions.* |  | |
| For this Activity, the Organisation will provide [#] with the same licence and permission regarding Intellectual Property the Department receives under this Agreement. | *Grants any nominee of the Department (e.g. Heritage Advisor) the same intellectual property rights as the Department.*  *Relevant for Local Government**if required.* | 6-7-B | |
| At the request of the Department, the Organisation will make available at no fee all or part of the Project Intellectual Property (as specified by the Department) arising from the delivery of the Activity, in such manner and at such time as the Department requests. | *This clause ensures the Department can require the Organisation to make IP freely available to a third party or the public. For example, this clause could be used to ensure that a fact sheet developed by an Organisation was made available to the public online.* | 6-7-C | |
| Intellectual property vests in the Department | *Use this category if intellectual property is owned by the Department.* |  | |
| All Intellectual Property created in performing this Activity vests in the Department.  The Department grants a licence, and the Organisation accepts that licence over the Project Intellectual Property and Background Intellectual Property or any Intellectual Property of a third party, to the extent the licence is needed to allow the Organisation to enjoy the full benefit of the Activity.  At the request of the Department, the Organisation will make available at no fee all or part of the Project Intellectual Property (as specified by the Department) arising from the delivery of the Activity, in such manner and at such time as the Department requests.  The parties agree that execution of this Agreement is deemed to be written notice for the purpose of clause 16.3. | *This clause vests intellectual property in the Department. It reverses the default position set out in the Terms and Conditions.*  *Relevant for Local Government**if required.*  *This clause should only be used in accordance with the* [*Whole of Victorian Government Intellectual Property Policy*](http://www.dtf.vic.gov.au/Publications/Victoria-Economy-publications/IP-and-DataVic/Whole-of-Victorian-Government-Intellectual-Property-Policy)*. The Policy provides that a licence or ownership of IP created under funding should not be secured by the State unless there is a stated purpose for doing so, and then only to the minimum extent necessary to achieve that purpose. For further information contact DTF at IPpolicy@dtf.vic.gov.au* | 6-7-D | |
| Intellectual property warranty and indemnity | *You must use one clause from this category if intellectual property is generated as part of the Activity.* |  | |
| The Organisation warrants to the Department that any Intellectual Property provided by the Organisation and embodied or used in connection with the Activity is the sole property of the Organisation or the Organisation is legally entitled to use the Intellectual Property for the purpose of the Activity.  The Organisation indemnifies and will keep indemnified the Department against any action, claim, suit or demand arising out of or in respect of any breach of a third party’s rights in relation to Intellectual Property. | *This clause is mandatory for all agreements where there is separate intellectual property of a third party or of the Organisation and is used as part of conducting the Activity.* | 6-7-E | |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS (CONT.) | | |
| Intellectual Property - Indigenous Cultural Knowledge | *You must select one clause from this category if the Activity is related to Aboriginal Affairs.* |  | |
| The License does not extend to intellectual property which is based on, or related to, Aboriginal cultural knowledge, except by prior agreement between the Department and the Organisation, acting in consultation with Aboriginal Victoria. | *Select this clause for all Indigenous organisations, or if the Activity is related to Aboriginal Affairs.*  *Relevant for Local Government**if required.* | 6-7-F | |
| Motor Vehicles | *Use this category for Activities which involve vehicles.* |  | |
| Where Funding is provided for the purchase or continued maintenance of motor vehicles, the Organisation must ensure that:   1. the motor vehicles are registered and comprehensively insured at all times and that nothing is done to make these insurances invalid 2. the motor vehicles are regularly service and maintained in accordance with the respective manufacturer’s specifications or recommendations and that full records relating to the servicing and maintenance are kept 3. the motor vehicles are only driven by people who are authorised by the Organisation to do so and who hold an appropriate driver’s licence; 4. the motor vehicles are used only for the purpose supporting the objectives of the Activity and not for private purposes 5. the motor vehicles are unencumbered (that is, not subject to any debts or creditors claims of any form), when purchased and are not encumbered at any time without the Department’s prior written approval 6. log books recording the purpose, destination and distance covered for each journey are maintained in respect to the motor vehicles. | *Select for any program where Department funding will be used for the purchase or maintenance of cars.*  ***Not*** *for use with Local Government.* | 6-8-A | |
| Recordkeeping | *Use this category to request any recordkeeping in addition to that in Part B – Terms and Conditions.* |  | |
| The Organisation will deal with the Records in accordance with the standards issued under the Public Records Act 1973, including but not limited to:   1. Storing the Records 2. Implementing and maintaining a record keeping system that creates and maintains full and accurate hard copy and / or electronic Records for all Activity delivered under this Agreement 3. Ensuring the security of the Records | *Select for activities which require a particularly high standard of recordkeeping. Seek legal advice if uncertain about the standards required by the Public Records Act 1973.*  ***Not*** *for use with Local Government.* | 6-9-A | |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS (CONT.) | | |
| Specified personnel | *Use this category to set conditions on specific personnel within the Organisation.* |  | |
| The Organisation must ensure that the Specified Personnel, if any, listed in the Activity Details undertake work in respect of the Activity in accordance with the terms of this Agreement. | *Select for programs which have Specified Personnel, especially those programs of a higher risk rating.*  *Relevant for Local Government if required.* | 6-10-A | |
| Where Specified Personnel are unable to undertake work in respect of the Activity, the Organisation must notify the Department immediately. The Organisation must, if notified by the Department, provide replacement personnel acceptable to the Department without additional payment at the earliest opportunity. | *Select for programs which have Specified Personnel, especially those programs of a higher risk rating.*  *Relevant for Local Government if required.* | 6-10-B | |
| The Department may give notice on reasonable grounds related to performance of the Activity requiring the Organisation to remove personnel (including Specified Personnel) from work in respect of the Activity. The Organisation must, at the Organisation’s own cost, promptly arrange for the removal of such personnel from work in respect of the Activity and their replacement with personnel acceptable to the Department. | *Select for programs which have Specified Personnel, especially those programs of a higher risk rating.*  *Relevant for Local Government if required.* | 6-10-C | |
| If the Organisation is unable to provide acceptable replacement personnel the Department may terminate this Agreement in accordance with the provisions of clause 14, Termination of Agreement. | *Select for programs which have Specified Personnel, especially those programs of a higher risk rating.*  *Relevant for Local Government if required.* | 6-10-D | |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS (CONT.) | | |
| Specific Policies, Standards & Guidelines | *Use this category to create obligations for the Organisation to follow specific policies, standards or guidelines.* |  | |
| The Organisation agrees to report to the Department any breaches, of standards, guidelines, policies and procedures in carrying out this Activity of which the Organisation becomes aware. | *Select this clause if specific reporting on breaches are required in a high risk environment.*  *Relevant for Local Government if required.* | 6-11-A | |
| Under the *Working with Children Act 2005* people engaging in ‘child-related work’ must apply for and pass the Working with Children (WWC) Check. The WWC Check helps to keep children safe by preventing those who pose a risk to the safety of children from working with them, in either paid or volunteer work. The Organisation must meet all requirements of the WWC Check that are relevant to this Activity, including ensuring that the Organisation’s staff or volunteers who need a WWC Check have applied by the due date. Information on these requirements, as well as general information about the WWC is available at www.justice.vic.gov.au/workingwithchildren. | *Select if any aspect of the Activity involves child-related work.*  *Relevant for Local Government if required.* | 6-11-B | |
| The Organisation must conduct a National Police Record Check for any person who will be directly involved in the Activity before the person commences any involvement in the Activity. Any checks which reveal a criminal history must be provided to the Department. The Department will approve or disapprove, in its absolute discretion, the involvement of a person with a criminal history in the Activity. The Organisation must not allow a person with a criminal history to be directly involved in the Activity before the Department has provided written approval. | *Select this clause where persons involved in the Activity are required to undertake a National Police Record Check prior to their involvement.*  *Relevant for Local Government if required.* | 6-11-C | |

| Clause Heading & Wording | **Guidance Note** | **Internal Ref No.** | |
| --- | --- | --- | --- |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS (CONT.) | | | |
| Specific Policies, Standards & Guidelines (cont.) |  | |  |
| The Department is committed to promoting the Victorian Code of Conduct for Community Sport (VCCCS). For the purposes of this clause:   1. ‘Breach of the VCCCS’ includes any conduct which the Department, in its discretion, reasonably believes is, or may lead to, a contravention of the VCCCS 2. ‘Facility’ means any place where the Activity is performed, and includes any part of the Facility 3. ‘Timely Notice’ means giving notice in writing within the earlier of five (5) Business Days, or as soon as practicable 4. the Organisation agrees to give the Department timely notice of any unresolved Breach of the VCCCS of which the Organisation becomes aware 5. the Organisation agrees to give the Department timely notice of any investigation into an unresolved Breach of the VCCCS by any sporting body, club or association who are tenants or licensees of the Facility, of which the Organisation becomes aware 6. the Organisation agrees that the Department may, in its discretion, suspend or cancel payments under this Agreement in whole or in part if any sporting body, club or association who are tenants or licensees of the Facility, refuses or fails to resolve any Breach of the VCCCS to its satisfaction. | *Select for community sports facilities.*  *Relevant for Local Government if required.* | | 6-11-D |
| The Organisation will ensure that works comply with the standards described in the attachments that apply to the sport for which the works are intended to be used. The Organisation will provide evidence to the reasonable satisfaction of the Department that works comply with the standards required under this clause. | *Select for sporting works which require specific standards. If used, you must ensure that a list of the standards is attached (you do not have to attach the actual contents of the standards, only the title).*  *Relevant for Local Government if required.* | | 6-11-E |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS (CONT.) | | | |
| Specific Policies, Standards & Guidelines (cont.) |  | |  |
| The Department is committed to promoting the Victorian Code of Conduct for Community Sport (VCCCS), and expect that the VCCCS will be actively promoted and adhered to by all sporting associations, clubs and other organisations that receive Funding from the Department.  For the purposes of this clause:   1. ‘Breach of the VCCCS’ includes any conduct which the Department, in its discretion, reasonably believe is, or may lead to, a contravention of the VCCCS including conduct in any way connected with the Activity. 2. ‘Related Entities’ means the Organisation’s members, affiliates, and all other persons in the Organisation’s sport over whom the Organisation can influence, control, or in relation to whose conduct the Organisation sets rules, standards or guidelines. 3. ‘Timely Notice’ means giving written notice to the Department as soon as practicable and within seven days. 4. ‘Unresolved Breach’ means a Breach of the VCCCS or a complaint of a Breach of the VCCCS, that has not been, or is not being, investigated, assessed or resolved at the appropriate level in accordance with the VCCCS. 5. The Organisation agrees to actively promote the VCCCS in the Organisation’s sport and to all Related Entities. 6. The Organisation agrees to take all reasonable steps to ensure compliance with the VCCCS by the Organisation and all Related Entities 7. The Organisation agrees to provide Timely Notice of any Unresolved Breach by the Organisation or Related Entities of which the Organisation becomes aware.   The Department may suspend or withhold payments under this Agreement in whole or in part if the Organisation or Related Entities refuse or fail to resolve a Breach of the VCCCS or an Unresolved Breach to the Department’s satisfaction. | *Select for community sports organisations.* | | 6-11-F |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS (CONT.) | | | |
| Specific Policies, Standards & Guidelines (cont.) |  | |  |
| The Department has a policy titled [INSERT TEXT] (Disability Policy). The policy can be found at: [ATTACHMENT X / ADDRESS ]   1. The Organisation must comply with the Disability Policy, the *Disability Act 2006* (Vic) and the *Equal Opportunity Act 1995* (Vic). 2. In delivering the Activity, the Organisation should have regard to and, to the extent that it is possible to do so given the nature of the Activity, implement policies and processes designed to achieve the objectives of the Disability Policy which are (without limitation): 3. reducing barriers to persons with a disability accessing goods, services, programs, information and facilities to ensure equal access to everyone 4. reducing barriers to persons with a disability obtaining and maintaining employment and eliminating discrimination against people with a disability in the workplace 5. promoting inclusion and participation in the community of persons with a disability and achieving changes in negative attitudes towards persons with a disability 6. achieving tangible changes in attitudes and practices which discriminate against persons with a disability. 7. If requested by the Department the Organisation must prepare a Disability Action Plan in accordance with the *Disability Act 2006* (Vic). | *Select for any Activity where improving disability outcomes is possible.*  *All Department of Justice and Regulation agreements must contain this clause.* | | 6-11-G |
| The Organisation must comply with the requirements of the Victorian Industry Participation Policy for this Activity as described in the attachments. | *The Victorian Industry Participation Policy (VIPP) applies to all Government funded projects valued at over $3 million in metropolitan Melbourne and state-wide activities, or over $1 million in regional Victoria. If the Activity exceeds this threshold then contact your Finance unit for advice on building a VIPP attachment to your Agreement.*  *Relevant for Local Government**if required.* | | 6-11-H |
| If the Organisation is a local government (Council) it is bound by the Victorian Local Government Best Practice Procurement Guidelineswhen performing its obligations under this Agreement in the same way and to the same extent that the Department would be bound if the Department were to perform the Organisation’s obligations under this Agreement. | *Use this clause for Local Government only when required to comply with the Victorian Local Government Best Practice Procurement Guidelines.* | | 6-11-I |

| Clause Heading & Wording | **Guidance Note** | | **Internal Ref No.** | |
| --- | --- | --- | --- | --- |
| FOR USE IN ITEM 6: ACTIVITY SPECIFIC REQUIREMENTS (CONT.) | | | | |
| Tendering and contracting | | *Use this category to set conditions on the Organisation's ability to tender or contract.* | |  |
| The designs must be endorsed by the Department prior to appointment of any consultant or contractor. | | *Recommended for projects that include construction.*  *Relevant for Local Government if required.* | | 6-12-A |
| Final costings must be endorsed by the Department prior to appointment of any consultant or contractor. | | *Recommended for projects that require the Organisation to undertake costings prior to engaging a third party.*  *Relevant for Local Government if required.* | | 6-12-B |
| Briefs or tender documents for this Activity must be endorsed by the Department prior to the appointment of any consultant or contractor. | | *Recommended for projects that requires the Organisation to tender for a third party.*  *Relevant for Local Government if required.* | | 6-12-C |
| If any part of the Activity is to be tendered, the Department must be invited to participate in the selection of consultants or contractors. | | *Select if Department participation in a tender process will likely improve selection quality, or if the project is of a higher risk rating.*  *Relevant for Local Government if required.* | | 6-12-D |
| Irrespective of the selection process, the selected consultant or contractor must be endorsed by the Department. | | *Select if the project is of a higher risk rating, or if there are concerns about the selection process.*  *Relevant for Local Government if required.* | | 6-12-E |

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# Schedule Alternative Execution - Recipient Signature Block

|  |  |  |
| --- | --- | --- |
| **Guidance note:** If you are using the Schedule with a person i.e. funding to an individual, or in situations where more than one organisation is required to sign an Agreement, e.g. in a transition arrangement or consortium involving a legal partnership, alternative signature blocks can be used in the Execution clause, replacing the default Execution clause that seeks a signature from two authorised representatives of a funded organisation. Note that these occurrences are generally an exception to the norm.  Differences between the default and alternative option for the Execution clause are limited to the shaded block the Recipient completes. No other changes apply.  If you need assistance with embedding this alternative Execution clause in your Agreement template please contact VCFA Support by email at [cfaproject@dhs.vic.gov.au](mailto:cfaproject@dhs.vic.gov.au) or telephone on 9096 1239. | | |
| FOR USE IN BACKGROUND: EXECUTION CLAUSE |  |  | |
| Funded individuals signature block | *Use if the Agreement is for an individual person receiving Funding.*  *Note that individuals would generally be funded using the Short Form.* |  | |

SIGNED by the RECIPIENT:

**Recipient to complete this section**

Name of Recipient <Name>

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

**Witness** <Name>

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

|  |  |  |
| --- | --- | --- |
| FOR USE IN BACKGROUND: EXECUTION CLAUSE (CONT.) |  |  |
| Funded organisations dual/multiple signature block | *Use if the Agreement is for an organisation receiving the Funding that requires more than one organisation to be a signatory to the Agreement even where a lead Organisation for the Funding is nominated. Identify roles and responsibilities in Schedule.*  *Use in the case of higher risk funding involving organisations in merger / acquisition or legal partnership status.* |  |

**LEAD ORGANISATION**

**EXECUTED** for and on behalf of <Organisation Name> <ABN or ACN> <number>, by the following authorised delegate 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/YYY>

Name and position of second authorised representative <Name>

<Position>

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

**PARTNER ORGANISATION**

**EXECUTED** for and on behalf of <Organisation Name> <ABN or ACN> <number>, being the Partner Organisation, by the following authorised delegate 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/YYY>

Name and position of second authorised representative <Name>

<Position>

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

# Schedule Alternative Activity Deliverables and Payments Table

|  |  |  |
| --- | --- | --- |
| **Guidance note:** If your government agency requires you to specify the GST amount that applies to the Funding, an alternative Activity Deliverables and Payments Table is available for use in the Schedule under Item 3: Activity Deliverables and Payments in place of the default table that does not specify GST amount.  Differences between the default and alternative option for the table are limited to the GST amount. No other changes apply.  Whichever table you need to use, as a basic rule you should include the signing of the Agreement and the completion of the Activity as milestones. Not all deliverables need to be linked to a payment, however the table is a way of mitigating risk by asking for the right evidence at the right stage of Activity delivery.  If you need assistance with embedding this alternative Table in your Agreement template please contact VCFA Support by email at [cfaproject@dhhs.vic.gov.au](mailto:cfaproject@dhhs.vic.gov.au) or telephone on 9096 1239. | | |
| FOR USE IN ITEM 3: ACTIVITY DELIVERABLES AND PAYMENTS |  |  | |
| Activity Deliverables and Payments Table with the GST amount specified | *Use if you are required to specify the GST amount.* |  | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Activity Deliverables and Payments Table | | | | | |
| Deliverable or milestone | Demonstrating the deliverable is complete | Evidence due date | Payment amount (excluding GST) | Total GST | Total Payment amount (including GST) |
| <Deliverable - free text> | <Indicator - free text> | <DD/MM/YYYY> | $<Amount> | $<Amount> | $<Amount> |
| <Add rows as needed> | <Add rows as needed> | <DD/MM/YYYY> | $<Amount> | $<Amount> | $<Amount> |
| <Add rows as needed> | <Add rows as needed> | <DD/MM/YYYY> | $<Amount> | $<Amount> | $<Amount> |

# Schedule Alternative Budget Forecast Table

|  |  |  |
| --- | --- | --- |
| **Guidance note:** If your government agency requires you to specify the GST amount that applies to the Funding, an alternative Budget Forecast Table is available for use in the Schedule under Item 4: Budget in place of the default table that does not specify GST amount.  Differences between the default and alternative option for the table are limited to the GST amount. No other changes apply.  If you need assistance with embedding this alternative Table in your Agreement template please contact VCFA Support by email at [cfaproject@dhhs.vic.gov.au](mailto:cfaproject@dhhs.vic.gov.au) or telephone on 9096 1239. | | |
| FOR USE IN ITEM 4: BUDGET |  |  | |
| Budget Forecast Table with the GST amount specified | *Use if you are required to specify the GST amount.* |  | |

*Please see next page for the full table.*

|  |  |  |  |
| --- | --- | --- | --- |
| Budget Forecast Table | |  |  |
| Activity Income | $ (excluding GST) | Total GST | $ Total (including GST) |
| Funds from the Department |  |  |  |
| Funds from your Organisation |  |  |  |
| Funds from other contributors or partners |  |  |  |
| Grants (Commonwealth) |  |  |  |
| Grants (State) |  |  |  |
| Grants (Other) |  |  |  |
| <Insert item> |  |  |  |
| Total Activity Income |  |  |  |
| Activity Expenditure  (Aligned to National Standard Chart of Accounts Headings) | $ (excluding GST) | Total GST | $ (including GST) |
| Expenditure against total Activity income |  |  |  |
| <Insert item> |  |  |  |
| <Insert item> |  |  |  |
| <Insert item> |  |  |  |
| Total Activity Expenditure |  |  |  |
| Activity costs met through in-kind contributions (approximate value) | $ (excluding GST) | Total GST | $ (including GST) |
| Total in-kind support |  |  |  |

*End of document.*

