

NSW Health Grant Agreement

Guidance delete this guidance before issuing

Purpose: this Agreement is a sample grant agreement for use by NSW Health agencies when paying a grant to a not-for-profit, non-government organisation and where a short-form agreement is not appropriate. You need to take care when using the agreement as there is no standard agreement that covers all arrangements and it is necessary to ensure that it appropriately addresses your needs, particularly for higher risk and more complex grants.

The agreement is not intended to cover all grant arrangements and, in particular, it is not intended for research-related agreements, capital works grant agreements, sponsorships, subsidies or the contracting of services under the procurement framework (where it may be more appropriate to use the NSW Government Human Services Agreement).

Grants administration: a grant is administered in accordance with the NSW Health Policy Directive *Administration of NSW Health Grant Funding for Non-Government Organisations PD2019 XX* and agency policies and procedures (including agency grant delegations). Agencies are required to have arrangements in place to ensure that this grant agreement is properly administered and that the parties meet their respective obligations. Grant administrators should develop a good understanding of the grant agreement and ensure that the milestones and any conditions can be properly monitored and problems identified early.

Structure: the Agreement is comprised of the following parts:

Grant Agreement

- **Part 1 - Grant Details:** the introductory details about the agreement, including the parties
- **Part 2 - Grant Schedule:** a detailed description of the Activity and other requirements, including any Additional Conditions
- **Part 3 - Standard Conditions:** the conditions of the Grant and the obligations of the parties
- **Other parts - attachments:** if applicable, any other documents that are to be attached

Guidance: guidance for agencies on completing the attached documentation is in white text and blue highlight and information that needs to be completed or optional examples that may be included are in standard text, square brackets and yellow highlight. The guidance notes and highlights need to be deleted, removed or changed and the document needs to be completed before a copy is provided to a recipient organisation. When issuing any draft document to an Organisation it is useful to advise that it is a draft document which is subject to internal approval and that it will not be binding until both parties sign a copy.

Grant Details

This is an agreement for [insert name of Grant Agreement].

Parties:

Agency	Name:	[Insert in bold the full legal name of the NSW Health Agency. For non-corporate agencies [eg, Ministry of Health, Ambulance Service of NSW], this may be expressed as "Health Administration Corporation as represented by [insert]"]
	ABN	[insert details]
	Address	[insert details]

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Your Organisation	Name	[Insert in bold the full legal name of the recipient organisation]
	Trustee of a Trust	Your Organisation [is] [is not] entering into this Agreement as a trustee of a Trust. [If the organisation is entering into this Agreement as a trustee of a Trust, with some exceptions, the organisation name should be "[name of trustee] as trustee of [insert name] of Trust
	Business or trading name	[Insert any business or trading name, write "Not used" OR delete row]
	Incorporation details	Incorporated under [delete as appropriate: Corporations Act 2001 (Cth)/ Associations Incorporation Act 2009 (NSW)/ Cooperatives Act 1992 (NSW)/ Aboriginal Councils & Associations Act 1976 (Cth)/ other [insert]]:
	Australian Company Number (ACN) or other incorporation number	[Insert the incorporation number of Your Organisation]
	Australian Business Number (ABN)	[Insert ABN]

Background

The Agency agrees to provide Your Organisation, and Your Organisation agrees to accept, the Grant for the purpose of Your Organisation carrying out the Activity in accordance with the terms and conditions of this Agreement.

Scope of this Agreement

This Agreement is on the terms and conditions of the following documents:

- (a) the **Standard Conditions** [version **June 2018**] (attached at Schedule 1);
- (b) this document, the **Grant Details**;
- (c) the attached **Grant Schedule**; and
- (d) any other document incorporated in the Grant Schedule.

If there is ambiguity or inconsistency between documents comprising the Agreement, the document appearing higher in the list will have precedence.

The Agreement may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Agreement.

Grant Schedule

The Grant Schedule needs to contain all the information that relates to the provision of the Activity. The amount of information to include will vary according to each arrangement. You need to give a clear, unambiguous and comprehensive description of the Agency's needs and requirements, including all the details regarding the Activity that the recipient organisation is to carry out or perform (what and how?), the milestones (how and when?) and all related reports and payments. It is preferable that payment is linked to satisfactory completion of Milestones and submission of reports.

This Grant Schedule forms part of the Agreement between the Agency and Your Organisation.

Activity

Item 1 Activity description

The Activity description is the basis of the Agreement. A significant part of the success of the Agreement relies on you setting out an accurate statement of the Agency's requirements. Insert any details of the Activity that are not included elsewhere in the Grant Details, such as a background, anticipated outcomes and any additional defined terms or terminology.

Activity name: [insert Activity / program / project name where applicable]

Activity aims and objectives: [insert a description or summary of the overall aims and objectives and/or purposes of the Grant which are to be linked to the Activity description described further below. This should include reference to any program under which the Activity is funded Your Organisation agrees to carry out the Activity in such a way that promotes the following aims and objectives: [insert a list]

Activity background: [Optional. Delete if not used].

Target Group [and / or geographic area or location] for the Activity: [insert details or delete if not applicable].

Activity description: the Activity to be provided is:

- (a) [insert a detailed description of all the Activity that Your Organisation is to carry out];
- (b) [insert any key Activity deliverables that Your Organisation is to produce in carrying out the Activity]

The Activity description may be provided here, set out in the milestones or performance measures below or in an activity and payments schedule as an attachment. [Example only. The Activity is further described in [complete]].

Item 2 Carrying out the Activity

Activity Period: the Activity must be carried out from the Activity Commencement Date to the Activity End Date.

Activity Commencement Date: [insert commencement date for Activity. If no date is to be specified insert the position set out in the Standard Conditions: "Date of Agreement"]

Activity End Date: [insert the End Date for Activity].

Milestones: [example only: Your Organisation must carry out the Activity so as to meet the Milestones and other timeframes set out in the below table.]

Milestone	Milestone Activity	Milestone due date	Performance measures <small>Optional: see guide note below</small>
MS	What will be done? A significant event signifying commencement and/or completion of a major deliverable.	Timeframe	How will you determine if anyone is better off? State how the results (outcomes/outputs) will be measured
[Eg 1]	[insert description of deliverable for this milestone stage eg submission]	[insert date]	[insert details]

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	of an Action Plan and/or Budget for approval and named reports]		
2		[insert date]	[insert details]
3			[insert details]
4			[insert details]
5			[insert details]
Activity Completion			[insert details]

Performance measures: [Optional: insert any performance measures or delete if not applicable.]

The deliverables or Milestone Activity may be accompanied by objective performance measures as far as possible. Performance measures are statements that define how the success of the Activity is to be measured and the criteria or benchmarks to be used in judging success. They will vary significantly for lower risk and higher risk agreements. Performance measures can provide an important record of your agency's progress towards meeting government policy objectives and outcomes and inform how well public money is being spent and indicate areas for performance improvement.

Delete this section if not used or if performance measures are included in the table above. Alternatively, delete the column in the table above and insert any detailed performance measures below.

[Option 1 example where a detailed Action Plan has been prepared at date of execution. Your Organisation agrees to carry out the Activity in accordance with the attached Action Plan at Schedule [insert number] and so as to meet Milestones, the expenditure set out in the Budget, any Supplementary Conditions, and any reasonable directions given by the Agency from time to time.]

[Option 2 example only where a detailed Action Plan and/or Budget is to be submitted after execution of the Agreement. Your Organisation must provide a detailed Action Plan [and detailed Budget] to the Agency on or before [insert date and repeat date in the Milestone Activity Schedule] for approval by the Agency after execution of this Agreement. The Action Plan will specify:

- (a) the Milestones for the Activity;
- (b) project Activity that Your Organisation will carry out during the Activity Period and the timeframes for the carrying out of those Activity;
- (c) how Your Organisation will satisfy the project Activity requirements, objectives and Milestones and any performance criteria for the Activity; and
- (d) the aims, strategies and measures against which Your Organisation must report.

The Budget will show the proposed Budget for each financial year during the Activity Period]

Anticipated outcomes/results: [Optional alternative to performance measures and delete if not applicable.]

The anticipated outcomes and results of the Activity are: [insert].

Item 3 Compliance with specific Laws, standards and policies

Under the Standard Conditions, the recipient organisation is required to comply with all Laws in carrying out the Activity. You should set out here only those Laws, standards and policies (including guidelines) which have specific and applicable relevance to the Activity.

In carrying out the Activity, Your Organisation acknowledges the following (if any) specific Laws which have particular relevance to the Activity and agrees to comply with the following standards, policies and guidelines: [insert specific legislative requirements, standards (eg national or international industry standards) and any applicable NSW Health policies and guidelines (eg program guidelines) OR write "not used". Where a particular policy or guideline has operational significance and is referenced, consider clearly referencing the document and including it as an attachment.]

[Insert here any relevant licences, registration or accreditation that Your Organisation is required to maintain].

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Item 4 Approved subcontracting and auspicing arrangements

Your Organisation agrees that it may not subcontract any of its obligations under the Agreement without the Agency's prior written approval, except to the extent that is set out in Grant Schedule.

[Write "Not used" or "Your Organisation may only engage a subcontractor to carry out any of its obligations under the Agreement if:

[Example only:

- (a) the subcontractor is identified below in relation to that obligation;
- (b) the subcontract is not a substantial or material part of the Activity [OR the aggregate value of the subcontract, and all other subcontracts that Your Organisation has entered into with the subcontractor in relation to the Activity, is not greater than [\$25,000 including GST]]; and
- (c) otherwise with the prior written approval of the Agency.]

Subcontractor details: [insert the details of any subcontractor and Activity]

Subcontractor	Activities to be carried out or performed	ACN/ABN
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End Recipient: [Where Your Organisations is an Auspice Body, insert the name and details of End Recipient and its role OR write "Not applicable".]

Item 5 Review meetings

Review meetings are a useful tool to manage and review the Activity effectiveness and any improvements in the provision of the Activity.

Scheduled review meetings [are / are not] required. [Example only if applicable. The Agency and Your Organisation will convene a review meeting no less than one (1) calendar month prior to [insert frequency, eg "1 July of each year" or "quarterly", "six monthly"] (review meeting). During the review meeting, the parties must meet to review:

- (a) the performance of Your Organisation under this Agreement and against any benchmarks relevant to the Agreement;
- (b) [Option if applicable: the draft Action Plan and Budget to be submitted for approval for the immediately following year]; and
- (c) whether any of the following need to be adjusted by agreement in writing:
 - (i) any changes to the Activity, Milestones, timeframes or any Budget;
 - (ii) any changes to the reporting requirements under this Agreement; and
 - (iii) such other matters as agreed between the Agency and Your Organisation.]

Records and Reporting

Item 6 Records

Your Organisation is required to:

- (a) maintain minimum organisational records (including accounting and financial records) in accordance with the form of Your Organisation's incorporation legislation in external scrutiny of Your Organisation's yearly activities;
- (b) maintain financial statements in accordance with Australian Accounting Standards and maintain accounts and records so that they can be audited in accordance with Australian Auditing Standards;

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- (c) maintain proper operational records so that the carrying out or performance of the Activity is able to be verified; [and]
- (d) provide to the Agency a copy of Your Organisation's Conflict of Interest policy for its executive and Personnel, on request [.;and]
- (e) [insert other.]

Item 7 Reports

It is important that you ensure that reports are required only where they are necessary for the Agreement and that they are matched and adapted to the needs of the Agreement. The different types of reports that may be required include progress reports, financial reports, data collection reports and other reports relating to general reporting obligations.

You need to consider the frequency of reports, their form and content and whether they should be linked to the payment of the Grant. The following are examples only of the type of reports and their content and form. Typically, it will include progress reports, final report and an Annual Acquittal Statement.

Your Organisation is to prepare and submit to the Agency the reports:

- (a) for the period, and if the Grant is for part of the period, for that part of the period during which Your Organisation is required to provide the Activity;
- (b) containing the content and in the form and manner set out below, which may be in a sample form advised by the Agency from time to time; and
- (c) otherwise as reasonably requested by the Agency from time to time.

All reports are to be submitted to: [insert position], [insert name], [insert contact details].

Your Organisation agrees that the reports are Confidential Information and agrees to treat the information as confidential in accordance with the Standard Conditions.

1. Performance reports

(a) Progress report(s)

Your Organisation will provide a report on the progress of the Activity for the following reporting periods:

[Example only]

- (i) for each 1 July to 31 December period: the first occurrence of 15 February after the reporting period; and
- (ii) for each 1 January to 30 June period: the first occurrence of 15 August after the reporting period, (each a "Progress Report").

The Progress Report will include, but need not be limited to, the following information for that reporting period:

- (i) **(Summary of Activity)** a clear summary of the Activity carried out in the period;
- (ii) **(Details of Activity)** if relevant, details of progress against any agreed Activity or Action Plan, including monitoring, evaluation and reporting activities set out in the agreed Activity or Action Plan;
- (iii) **(Milestones)** discussion and statement as to whether the Milestones are being met and an explanation of any delays that have occurred, including reasons for those delays and any action Your Organisation proposes to take to address the delay and expected effects (if any) the delay will have on the Activity (including performance requirements); and
- (iv) **(Budget)** a statement as to whether the Activity is proceeding within Budget, and if it is not, an explanation of why the Budget is not being met and the action Your Organisation proposes to take to address this.

The Progress Report is to be signed by Your Organisation's Representative certifying that:

- (i) the information contained in the report is true and correct;

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- (ii) the Grant and any Assets have been spent and used solely for the purpose for which they were provided and in accordance with the Agreement;
- (iii) all the terms and conditions of the Agreement have been complied with; and
- (iv) there is no other matter or circumstance that the Representative is aware, that would constitute a breach by Your Organisation of any term or condition of the Agreement between the Agency and Your Organisation dated [insert date] that has not been notified to the Agency.

(b) Final Report

Your Organisation will provide a final report documenting completion of the Activity within [three (3) months] of the earlier of the Activity End Date or the termination of the Agreement, (the “Final Report”).

The Final Report will include, but need not be limited to, the following:

- (i) **(comprehensive report against Activities)** a comprehensive report against the Activity, including whether the performance requirements were achieved and, if not, reasons why they were not achieved;
- (ii) **(evaluation)** an evaluation of the project Activity and how successful the project Activity was in achieving the Activity purpose and objectives;
- (iii) **(Residual Grant)** details about any Residual Grant which, unless authorisation has been or is being sought, must be returned to the Agency; and
- (iv) **(details about any Assets)** details about any Assets which have not been fully depreciated in accordance with Australian Accounting Standards.

The Final Report is to be accompanied by the following reports:

- (i) **(Annual Acquittal Statement)** the completed Annual Acquittal Statement (as set out below); and
- (ii) **(Additional documents)** any additional documents required in accordance with the Agreement.

The Final Report is to be certified by Your Organisation’s Representative in the same format as the Progress Reports as set out above.

2. Financial information

(a) Annual Acquittal Statement

Your Organisation will submit an acquittal statement on or before 31 October of the relevant Financial Year (each an “Annual Acquittal Statement”).

The Annual Acquittal Statement is to:

- (i) to be in the form of a Special Purpose Financial Report a sample of which is made available by the Agency to Your Organisation from time to time;
- (ii) be prepared in accordance with Australian Accounting Standards; and
- (iii) include a statement of income and expenditure.

The Annual Acquittal Statement is to be certified by two directors or authorised representatives of Your Organisation.

(b) Audited financial statements and Significant Audit Management Correspondence

Audited financial statements are not required for government statutory bodies, universities or local councils.

[Option 1: write “Not used”]

[Option 2: write “Your Organisation agrees to provide the Agency with copies of the following:

- (i) **(Audited financial statements)** Your Organisation’s annual independently audited financial statements on or before 31 October of the relevant Financial Year.

If Your Organisation provides this information to a regulator such as ASIC, Australian Charities and Not—for-profits Commission or NSW Fair Trading, or if Your Organisation publishes the details on its website, Your Organisation may provide us with details of the regulator or the website only; and

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(ii) **(Significant Audit Management Correspondence)** as soon as practicable, written communication to Your Organisation's management that sets out matters of fraud or corruption:

(A) relating to an audit; or

(B) identified as a result of an audit,

as required by Australian Auditing Standards (the "**Significant Audit Management Correspondence**"); and

(C) Your Organisation's response to any Significant Audit Management Correspondence.

(c) Audited Statement

Audited Statements verified by an Approved Auditor can be expensive and administratively burdensome to produce. You must determine whether the Audited Statement is required based on the level of risk involved in the particular activity. Generally, an Audited Statement will be required if payment is greater than \$500,000 per annum.

[Option 1: write "Not used"]

[Option 2: write "Your Organisation agrees to provide the Agency an audited statement acquitting Your Organisation's use of the Grant for each Financial Year on or before 31 October of the relevant Financial Year (the "Audited Statement")."

The Audited Statement is to be prepared by an Approved Auditor in accordance with Australian Auditing Standards and is to verify that:

(i) Your Organisation's Annual Acquittal Statement has been prepared in accordance with Australian Accounting Standards; and

(ii) the Grant has been expended for the Activity in accordance with the Agreement, including any approved variations to it.]

3. Additional reports

(a) Notifications in accordance with the Standard Conditions

Your Organisation acknowledges and agrees to notify the Agency of:

(i) Alleged Misconduct or Serious Incidents, to be notified immediately:

(ii) changes to the name, address and contact details, material changes to Your Organisation's constitution and articles of association (however described) or any Change in Control, to be notified as soon as practicable;

(iii) action or proposed action regarding an Insolvency Event or external administration, to be notified immediately; and

(iv) financial assistance from another governmental authority in relation to the Activity (that is not a Co-contribution), to be notified within 10 Business Days.

(b) Other reports

[Option 1: write "Not used"] [Option 2: write [Your Organisation agrees to provide the Agency with the following additional reports: [insert details of other reports such as data sets].]

Financial

Item 8 Payment of the Grant

(a) Total amount

The maximum amount of the Grant payable for the Activity Period is: **[insert]**.

[Option 1 – where no indexation] \$**[inset amount]** **[inclusive/exclusive]** of GST]

Indexation: **[where indexation is applied "the Grant payable for each year of the Activity Period will be adjusted by the rate of indexation as advised by the Agency from time to time" OR write "the Grant is not subject to indexation"].**

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[2019/20] – [insert amount] [inclusive/exclusive of GST];

[2020/21] – the amount of the Grant provided in [2018/19][, plus any approved indexation];

[2021/22] – the amount of the Grant provided in [2019/20][, plus any approved indexation.]

(b) **Bank account**

Your Organisation is required to ensure that the Grant is held in an Australian bank account: Your Organisation's nominated bank account into which the Grant is to be paid and kept is [insert bank account details].

(c) **Instalments**

Subject to the terms of the Agreement, including the receipt of reports to the Agency's reasonable satisfaction, the Agency will pay the Grant to Your Organisation for the Activity in the instalments set out in the table below and within 30 days after:

- (i) Your Organisation satisfies the preconditions (if any) specified in the table for that payment; and
- (ii) the Agency provides Your Organisation with a recipient created tax invoice, or where this Agreement requires Your Organisation providing the Agency with a tax invoice (or where a tax invoice is not required, an invoice), for that payment.

[Option 1: where payment is to be made on specified date and amend as required]

Description	Time for Payment
Per annum payment on a quarterly basis	Payment in advance, within 30 days of Start Date and remaining quarterly instalments by the following dates: 31 July, 31 October, 31 January and 30 April
One-off payment	Payment within 30 days of the Start Date

[Option 2: where progress payments are to be made on satisfactory completion of Milestone or reports and amend as required depending on reporting]

Milestone	Anticipated date	Evidence of Milestone achievement	Instalment amount (excl GST and any indexation)
n/a	dd/mm/yyyy	Signature of Agreement	#[insert amount]
1		Acceptance of Progress Report 1, including evidence to support achievement of this Milestone	#[insert]
2		Acceptance of Progress Report 2, including evidence to support achievement of this Milestone, and previous year's Financial information as outlined in Item 7.2 above	#[insert]
3		Acceptance of Progress Report 3, including evidence to support achievement of this Milestone	#[insert]
4		Acceptance of Progress Report 4, including evidence to support achievement of this Milestone, and previous year's Financial information as outlined in Item 7.2 above	#[insert]
5		Acceptance of Progress Report 5, including evidence to support achievement of this Milestone	#[insert]
Activity Completion		Acceptance of Final Report and previous year's Financial information as outlined in Item 7.2 above	#[insert]

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Item 9 Budget

The Budget provides additional information in relation to management and public accountability. It assists both the Agency and an Organisation to understand the expenditure and financial management and can form the basis upon which the Annual Acquittal Statement is provided, particularly if the Budget relates to each Financial Year of the Agreement. Budgets are not always necessary, particularly for low-risk or low-value agreements.

[Option 1: write "Not used"]

[Option 2: Your Organisation agrees to use the Grant and any Co-contributions to carry out the Activity in accordance with the Budget for each Financial Year (increased for each Financial Year in accordance with any approved indexation) as set out below.]

Item	Description	\$ (excl GST) Year 1 for FY [2019-XX]
A. Activity Income	Agency Grant (Operating)	
	Agency Grant (Capital)	
	Other funding, including any Co-contributions (list)	
	Approved Agency funding rolled over (prior year funding)	
Sub-total		
B. Activity Expenditure – Direct Costs	Salaries and wages and associated costs (eg Annual Leave Expense, Fringe Benefits Tax, Superannuation)	
	Consultants	
	Maintenance	
	Travel & Accommodation	
	Equipment and other Assets	
	Other, please specify	
Sub-total		
C. Activity Expenditure - Administration	Accommodation (eg Rent)	
	Administration costs (eg Telephone & internet charges, Printing and Stationery)	
	Other service costs (eg Accounting Fees, Legal Fees)	
Sub-total		
D. One-off/Other Costs	(eg set-up costs)	
E. Total Cost		

[Option 3: where the Budget is to be developed and approved as part of the milestones write "Your Organisation must use the Grant for the Activity in accordance with an agreed Budget to be approved by the Agency in accordance with the Agreement."]

Item 10 Co-contributions

Payment of the Grant by the agency may be dependent on the Co-contributions from Your Organisation and/or third parties. The Co-contributions should be included in any Budget.

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[Your Organisation agrees to make or procure the following Co-contributions and to use the Co-contributions to provide the Activity: [example only: name of contributor: [insert] / nature of contribution [insert details] amount of contribution [insert (incl/excl GST)]. Timing of Co-contribution: [insert details] OR write "Not used"]

Item 11 Unspent Grant and Residual Grant

Your Organisation agrees to spend the Grant on the Activity as set out in any Budget. Your Organisation also agrees not to (a) transfer or reallocate the Grant between expenditure items in any Budget or (b) carry-over any Unspent Grant from one Financial Year to the next during the Activity Period, except to the extent set out in this Grant Schedule and in accordance with the provisions of the Agreement or with the prior written approval of the Agency.

- (a) **Unspent Grant within the Activity Period:** [write "Not Used" or consider whether and how specific approval should be given about the reallocation of budgeted expenditure or the carrying over of any Unspent Grant to the following Financial Year within the Activity Period].

[Example only. Your Organisation may:

- (i) transfer or reallocate the Grant between expenditure items in any Budget during a Financial Year; and
- (ii) carry-over to the immediately following Financial Year during the Activity Period, Unspent the Grant that were available for the Activity in the previous Financial Year,

provided that:

- (iii) the Grant does not exceed [20%] of the Grant available to Your Organisation for that Activity in that Financial Year;
- (iv) there is no material change to the Activity;
- (v) the change would not cause Your Organisation to be in breach of its obligations under the Agreement; and
- (vi) Your Organisation advises the Agency as part of its next Reports the reasons for the reallocation or transfer of the Grant or why the Grant was not spent and how the Grant will be utilised.]

- (b) **Residual Grant at the end of Agreement:** Your Organisation acknowledges that it is required to repay any Residual Grant remaining at the expiration or termination of the Agreement within 20 Business Days of the Activity End Date or on earlier termination, unless it has prior written approval of the Agency.

Item 12 Invoices

Recipient created tax invoices (RCTIs) belong to a class of tax invoices that may be issued by the Agency as the recipient of the goods or services and sent to an organisation. They replace the need for an organisation to issue invoices to the Agency. They are the default arrangement for the NSW Health NGO Grants Program where an organisation is registered for GST.

[Option 1 where the Agency will issue an RCTI. The Agency will issue to Your Organisation a recipient created tax invoice (RCTI) for any taxable supplies it makes in relation to the Activity.]

[Option 2 where no RCTI will be issued by the Agency. Each payment will be made following Your Organisation's submission to the Agency of a correctly rendered invoice. An invoice is correctly rendered if:

- (a) it is fully completed and includes Your Organisation's name and ABN, the name of the project Activity, the amount requested, the GST amount (if any) and the total amount requested; and
- (b) it is signed by a person authorised by Your Organisation.]

General

Item 13 Assets

Unless otherwise set out in this Grant Schedule or with prior written approval, Your Organisation may not use the Grant to purchase Assets valued over \$10,000 (inclusive of GST) and will own or lease any Assets. Where the Assets are to form a material part of the Agreement, they should be identified in the Grant Schedule or

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Budget and Your Organisation should be required to maintain an Assets Register and generally protect its interest in the Assets.

Your Organisation [must not/may] use the Grant to purchase Assets with a value over \$10,000.

[Example only where the Grant may be used to purchase Assets:]

The Assets to be purchased are listed in the Budget OR the Assets to be purchased are: [insert list]

The Designated Use Period during which the Assets must be used is [insert period which may be a beyond the Activity Period.]

Your Organisation is required to maintain an Assets Register of any Assets purchased with the assistance of the Grant [Optional: Your Organisation is to maintain an Asset Register in the form set out [to complete] as amended from time to time.]

Item 14 Intellectual Property

Your Organisation owns all New Material except to the extent that it is set out in Grant Schedule or the Agency gives written notice to Your Organisation prior to the delivery of all or that part of an Activity that all or part of the New Material should be owned by the Agency. Your Organisation grants the Agency a free, non-exclusive licence to use this New Material.

Your Organisation acknowledges that it will give the Agency on request a copy of the New Material in a format reasonably required by the Agency.

[Example only where the Agency will own the New Material as at execution of Agreement. Your Organisation agrees that the New Material will be owned by the Agency. Your Organisation has a licence over the New Material to the extent needed to allow Your Organisation to comply with the Agreement and for any other purpose expressly agreed in writing. New Material refers to: [insert description]. The agreed purpose[s] for which Your Organisation may use the New Material owned by the Agency is [are]: [insert].]

Item 15 Acknowledgement and Publicity

Your Organisation is to acknowledge the funding support of the Agency:

- (a) in all publications, promotional and advertising Material, public announcements, products and activities in relation to the Activity;
- (b) by inviting representatives of NSW Health to any formal public opening or any formal public functions as appropriate in relation to the Activity; and
- (c) the form of the acknowledgement is to be [Option 1: write "in the form reasonably advised by the Agency from time to time"] [Option 2: in the following form:]

[Example only:]

Where the Grant as % of total operating expenses for Activity	Acknowledgment
Is less than 50%	[Supported by [name of Agency or eg NSW Ministry of Health] [Supported by NSW Health]
Is greater than 50%	[Funded by the [name of Agency or eg NSW Ministry of Health] [Funded by NSW Health]

The NSW Government, NSW Health or the Agency may publicise and report on the awarding of the Grant in media releases, general announcements about the Activity and annual reports.

Your Organisation agrees to undertake or participate in any publicity related to the Activity as reasonably required by the Agency from time to time.

Item 16 Insurance

The requirements for insurance will vary depending on the nature of the Activity and the Grant. The default position is that Your Organisation must take out and maintain all types of insurance necessary to cover Your Organisation's obligations in relation to the Activity. As a minimum, this includes public liability insurance of at least \$10 million and other insurance coverage required by Law. Only include other insurance coverage if appropriate.

Your Organisation is required to have and maintain adequate insurance coverage appropriate to the Activity, including:

1. public liability insurance to the value of [\$10 million] for any single occurrence; and
2. all insurance coverage required by Law.

[Example only. Other insurance that Your Organisation is required to have and maintain:

- (a) [insert other insurance eg professional indemnity insurance to the value of \$[insert amount] in the aggregate to be maintained for the Activity Period and for a period of 7 years thereafter"; and
- (b) if volunteers will be involved in the performance of the Activity, volunteers' personal accident insurance to the value of \$10 million.]

Item 17 Dispute Resolution Officer

Disputes in relation to Agreements should be resolved at the local level and, if not, referred to a nominated Dispute Resolution Officer. It is intended that the Dispute Resolution Officer is a senior person within the Agency or other person/position who has agreed to this role.

If the parties cannot agree on an issue of a notified dispute within an agreed number of business days (default of 20 Business Days unless otherwise agreed), then the dispute is referred to the Dispute Resolution Officer. The Dispute Resolution Officer is:

Position: [Insert]

Name: [Insert]

Address: [Insert]

Item 18 Party Representatives

The Party Representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant. The representatives may or may not be the signatories to the Agreement.

The parties agree to each appoint a Representative responsible for the management and administration of the Grant and for accepting and issuing any written notices in relation to the Grant. The parties may appoint administrative officers for day-to-day administration of the Grant.

(a) Agency Representative

Person occupying the position of:	[insert details]
Currently being:	[insert details]
Address:	[insert details]
Telephone number:	[insert details]
Email	[insert details]

(b) Organisation Representative

Person occupying the position of:	[insert details]
Currently being:	[insert details]
Address:	[insert details]

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Telephone number:	[insert details]
Email	[insert details]

Item 19 Supplementary Conditions

Care should be taken before including Supplementary Conditions. They should only be agreed where they are necessary for the Agreement. Ensure that they are consistent with the Standard Conditions and the provisions in this Grant Schedule. It is generally necessary to obtain advice before agreement to the insertion of Supplementary Conditions.

- (a) [Example only if there is to be a related agreement for Capital Works which needs to be incorporated into this Agreement. (**Capital Works**) This Agreement incorporates and is subject to and conditional upon Your Organisation meeting its obligations under Capital Works Agreement [insert details].]
- (b) [Example only if the Grant has any (academic) research component. (**Provision of access to data and publications**) If required by the Agency, Your Organisation agrees to deposit any publication resulting from an Activity that is a research Activity, and its related data, in an appropriate subject and/or open access repository (such as the Australian Consortium for Social and Political Research Inc. archive) in accordance with the timeframe reasonably requested by the Agency having regard to the public nature and public purpose of the Grant.

Any research outputs from an Activity that is a research Activity that have been, or will be, deposited in such a repository by the due date for the next non-financial report must be identified in that next Progress Report.]

- (c) [Example only if Organisation Personnel are required to carry out aspects of work in relation to the Activity due to the specific qualifications or skills needed or specific legislative or industry requirements. (Personnel qualifications or requirements) Your Organisation agrees to ensure that Personnel carrying out work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the following relevant skills or qualifications: [insert details of the activities and relevant qualifications or requirements, eg criminal record check or vaccination]

Signing page

Executed by the parties as a deed of agreement

Date of this Agreement: is the date on which it is signed by the last party.

In signing this page the Agency and Your Organisation acknowledge and agree to be bound by and comply with the Agreement.

Signatures

Agency full legal name should match the name set out in the Grant Details.

Signed for and on behalf of the [insert in **bold** full legal name of Agency] [optional where the agency is not a corporate body: as represented by [eg insert in **bold** name of business unit of Health Administration Corporation or Ministry of Health] ABN [insert ABN] by its authorised officer:

.....
Printed name of signatory

.....
Signature

.....
Position of signatory

.....
Date

in the presence of:

.....
Witness signature

.....
print name of witness

.....
Date

Your Organisation legal name set out below should match the name in the Details. The execution clause may need to be amended to reflect the legal requirements of Your Organisation.

[Example option for companies]

Signed for and on behalf of [insert in **bold** the full legal name of Organisation] ABN [insert ABN] in accordance with section 127 of the Corporations Act 2001:

.....
Printed name of signatory

.....
Signature

.....
Position of signatory

.....
Date

in the presence of:

.....
Witness signature

.....
print name of witness

.....
Date

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[Example option using an authorised representative]

Signed by [insert in **bold** name of authorised representative] for [insert in **bold** name of Organisation] ABN [insert ABN] in the presence of:

.....
Signature of witness

.....
Name of witness

.....
Date

.....
By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of [insert in **bold** name of Organisation]

.....
Date

[Example option using the Common Seal]

The common seal of [insert in **bold** name of Organisation] ABN [insert ABN] is duly affixed in accordance with its constitution in the presence of:

.....
Signature of authorised person

.....
Name of authorised person

.....
Date

.....
Signature of authorised person

.....
Name of authorised person

.....

Schedule 1 – Standard Conditions

The Standard Conditions forms part of the Agreement between the Agency and Your Organisation. The Standard Conditions **[version June 2018]** is attached here.