

VICTORIAN COMMON FUNDING AGREEMENT

Short Form

Ref: OPP-XXXXX

Details

Department: Department of Energy, Environment and Climate Action (ABN 90 719 052 204)
Primary contact: Annie Moreillon – Coastcare Victoria Grants Officer
Address: Cnr Fenwick St & Lt Malop St, Geelong VIC 3220
Phone: 136 186
Email: coastcare.victoria@delwp.vic.gov.au

Recipient: <Organisation Name> <ABN or ACN> <number>
Primary contact: <Name>
Address: <Organisation Address>
Phone: <Organisation Phone Number>
Email: <Organisation Email>

Activity Name: <Service/Project Name>

Funding Program: Coastcare Victoria Community Grants 2023

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

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

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

In this Agreement:

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

Part A: Terms and Conditions

1. Start Date and End Date

The Activity must start by 01/07/2023 (**the Start Date**) and be completed by 01/06/2024 (**the End Date**).

2. Amount of Funding: \$xxxxx (excluding GST).

3. This Funding is provided to:

Undertake the project as described in your application to this program. Your application and any additional information that is requested by the Department prior to this Agreement being executed, is part of this Agreement. The Activity delivered must be consistent with those documents. If there is a conflict or inconsistency between Your application and Your Agreement then the Agreement has precedence, to the extent of the conflict or inconsistency.

Coastcare Victoria annually administers a community support grants program to provide community groups, many of whom are volunteers, with funds to carry out small scale projects on publicly owned coastal land or conduct research or educational projects about the coastal and near-shore marine environment.

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

The activity does not include using the Funding for political campaigning or advocacy activities for political parties.

Activity Deliverables and Payments Table			
<small>(Note: GST AMOUNT and TOTAL PAYMENT columns are optionally completed)</small>			
Deliverable or milestone	Demonstrating the deliverable is complete	Due date	Payment amount (excluding GST)
Signed Agreement	A signed copy of this Agreement received by Coastcare Victoria.	16/06/2023	\$XXXXXX
Project Meeting	Attend a meeting with your local Coastcare Victoria Facilitator to discuss project delivery.	31/08/2023	\$0.00
Job Safety Plan/s	Send a copy of your Job Safety Plan/s (or equivalent), for any on-ground works or public event components of the project to Coastcare.Victoria@delwp.vic.gov.au . The plan must be submitted to DEECA by the due date or 14 days prior to any works beginning, whichever is earlier.	31/10/2023	\$0.00
Completion Report	Complete and submit a Coastcare Victoria Community Grants Completion Report via Grants Online using a link that will be provided to you. The report must be submitted to DEECA by the due date or within 30 days of completing your project, whichever is earlier.	01/06/2024	\$0.00

4. To meet Your Reporting Requirements You must complete and send to Us any Report that is specified in the *Activity Deliverables and Payments Table* at clause 3.

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

Part B: Additional Conditions

13. Additional conditions that apply to this Agreement

- **Auspice**

You are auspicing this grant for [#]. You agree that You are responsible for making sure that the terms and conditions of this agreement are complied with by You and by [#].

- **Insurance**

A certificate of insurance demonstrating provision of insurance to safeguard volunteers and participants involved in funded activities is required, including public liability insurance of at least \$10 million and person accident insurance.

You must be on risk from the Start Date effect and maintain appropriate insurance coverage for Your operational and business risks.

- **Intellectual Property**

> For the purposes of this Agreement:

(a) 'Intellectual Property' includes:

- i) all copyright (including rights in relation to all documents, reports, charts, drawings, data bases, software, source codes, models, systems, slides, tapes and specifications);
- (ii) all copyright and all rights in relation to inventions (including registered and registrable patents), registered and unregistered trade marks, registered and unregistered designs, circuit layouts, and know-how; and
- (iii) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

(b) 'Background Intellectual Property' means the Intellectual Property of a party which was either created:

- (i) before the Start Date; or
- (ii) independently of this Agreement,

and all improvements to such Intellectual Property by the party.

(c) 'Activity Intellectual Property' means all Intellectual Property (excluding Background Intellectual Property) developed, created, discovered, brought into existence or otherwise acquired (other than from Us) by You under this Agreement.

(d) 'Licence' means a non-exclusive, world-wide, everlasting, irrevocable, royalty free licence to exercise all rights in relation to the Intellectual Property it applies to as if the licensee were the owner, including the right to sub-license. A Licence does not include the right to transfer or assign the Intellectual Property, or to seek or enforce remedies for infringements of the Intellectual Property against a third party.

(e) 'Third Party Intellectual Property' means any Intellectual Property owned or created by a third party other than You or Us.

All Intellectual Property created in performing this Activity vests in You.

You grant a Licence, and We accept the Licence over the Activity Intellectual Property, the Background Intellectual Property and any Third Party Intellectual Property, to the extent that the Licence is needed to allow Us to enjoy the full benefit of the Activity and this Agreement.

You will make available at no fee all or part of the Intellectual Property the subject of the Licence in such manner and at such time as We request.

You warrant to Us that any Intellectual Property provided by You to Us and embodied or used by You in connection with the Activity is either Your sole property or is Third Party Intellectual Property that You are legally entitled to use for the purpose of the Activity in a manner consistent with absolute ownership.

You will obtain all consents needed for any Licence granted under this Agreement, including in relation to any moral rights.

You indemnify and will keep indemnified Us against any action, claim, suit or demand arising out of, connected with, or in respect of any breach of a third party's rights in relation to any Intellectual Property.

The rights and obligations in this Agreement in relation to Intellectual Property continue to apply after the end of this Agreement.

- **Intellectual Property - Indigenous Cultural Knowledge**

The License does not extend to intellectual property which is based on, or related to, Aboriginal cultural knowledge, except by prior agreement between Us and You, acting in consultation with the Office of Aboriginal Affairs Victoria.

- **Our Consent**

When You seek Our consent under this Agreement, You will provide any information or documentation requested by Us. If We grant Our consent subject to any terms and conditions, You agree to comply with those terms and conditions.

- **Policies**

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 Organisation (its staff and volunteers) must meet all requirements of the WWC Check that are relevant to this Activity.

- **Priority**

If there is a conflict or inconsistency between:

- a. the terms and conditions set out in Parts A and B of this Agreement; and
- b. any attachments to this Agreement,

then the terms and conditions set out in Parts A and B of this Agreement take precedence to the extent of the conflict or inconsistency.

- **Standards and Permits**

- > You will:
 - (a) obtain and maintain any accreditation or registration required by law for the delivery of the Activity, or that We request in writing; and
 - (b) comply with the Standards listed in any attachment to this Agreement.
- > Funding of an Activity does not constitute a permit from Us or from Local Government Authorities. You are responsible for obtaining all necessary permits required in relation to the Activity including but not limited to the following:
 - (a) Any planning permits that are required
 - (b) Any building permits that are required
 - (c) Any heritage approvals that are required

- **Tax Requirements and Definitions**

- > If you are registered for GST, the parties agree:
 - (a) to enter into a recipient created tax invoice (RCTI) arrangement;
 - (b) We can issue tax invoices in respect of the supplies by You to Us under this Agreement;
 - (c) You will not issue tax invoices in respect of the supplies by You to Us under this Agreement;
 - (d) You acknowledge and warrant that You are registered for GST when You enter into this Agreement; and
 - (e) if You cease to be registered for GST, You will notify Us in writing within 5 Business Days.
- > If this RCTI arrangement is unable to be implemented or ceases, You will issue invoices in respect of the supplies by You to Us under this Agreement.
- > Or
- > If You are not registered for GST or GST is not payable on the supply of the Activity by You under this Agreement, both parties agree to a recipient created invoice (RCI) arrangement under this Agreement whereby:

We can issue an invoice in respect of a supply made to Us of goods or services provided by You under this Agreement;

We will issue a copy of each invoice to You and retain the original;

You will not issue invoices in respect of supplies of goods or services Us under this Agreement.

If for any reason the arrangement in this clause is unable to be implemented or ceases, You must give Us an invoice in respect of any supply made to Us by You in connection with the Agreement prior to any payment of Funding to You.

14. Attachments

- Attachment 1 - Coastcare Victoria Community Grants Funded Projects Standards 2022-23
- Attachment 2 - Acknowledgment and publicity guidelines for Victorian Government funding support
- Attachment 3 - Coastcare Victoria Community Grants Standards - Media and Communications Reporting for your Coastcare Victoria Community Grant
- Attachment 4 - DELWP Aboriginal Cultural Heritage Guide for Landcare and environmental volunteering groups and networks
- Attachment 5 – Completion Report Template
- Attachment 6 - Financial Acquittal Template

