

VICTORIAN COMMON FUNDING AGREEMENT

Schedule

SAMPLE

Ref: Number

Parties

Department of Environment, Land, Water and Planning

ABN: 90719052204

and

<Organisation Name> |

(<ABN or ACN> <number>)

Date: <DD/MM/YYYY>

SAMPLE

Parts of this Agreement

This Agreement is made up of the following parts:

- Details
- Schedule
- Terms and Conditions
- Attachments (if any)

Background

- A. The Organisation and the Department acknowledge their partnering approach to working together in good faith to achieve the objectives of this Agreement.
- B. The Department of Environment, Land, Water and Planning creates liveable, inclusive and sustainable communities that support jobs and growth in Victoria. We recognise the link between the built and natural environment in the quality of our lives, and work to accommodate population growth while maintaining world class liveability and protecting our heritage for future generations. The Organisation and the Department share a vision to improve the outcomes for people in Victoria. Through this Agreement, the Organisation and the Department will engage with each other cooperatively and collaboratively to achieve this vision.
- C. The Department will provide the Funding to the Organisation to deliver the Activity.
- D. The Organisation will accept the Funding and use it for the delivery of the Activity in accordance with the terms of this Agreement.

EXECUTED for and on behalf of the STATE OF VICTORIA represented by and acting through the Department of Department of Environment, Land, Water and Planning ABN 90 719 052 204 by:

Name and position of authorised representative

Sign here: Date:

Witness

Name of Witness

Sign here: Date:

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

Sign here: Date:

Name and position of second authorised representative

Sign here: Date:.....

Details

1. Department (clause 1.1) The State of Victoria as represented by the Department of Environment, Land, Water and Planning.
ABN 90 719 052 204
2. Organisation (clause 1.1) <Organisation Name> (<ABN or ACN> <number>)
3. Start Date (clause 1.1) <DD/MM/YYYY>
4. End Date (clause 1.1) <DD/MM/YYYY>
5. Dispute Resolution Officer (clause 1.1) Mr Tim Smith OAM
6. Organisation's Primary Contact (clause 1.1) <Name>
7. Organisation's address <Address>
8. Organisation's phone number <Number>
9. Organisation's email address <Address>
10. Organisation's facsimile <Optional: Insert number OR n/a>
11. Department's Primary Contact (clause 1.1) <Name>
12. Department's address PO Box 500, East Melbourne. VIC 8002
13. Department's phone number 03 9938 6851
14. Department's email address living.heritage@delwp.vic.gov.au
15. Department's facsimile N/A

Schedule

Re: <Activity Name>

Schedule no: <Optional: Insert number OR n/a>

Item 1: Activity details

(read with 'Terms and conditions' clause on *Funding*)

What the Funding is for

<Insert Service/Project description being funded, OR the description the applicant submitted on their application form if applicable, OR briefly describe the Activity> |

Why the Department is Funding this Activity

The Living Heritage Grants Program will support the repair and conservation of 'at risk' heritage places and objects included in the Victorian Heritage Register under the provisions of the *Heritage Act 1995*. The Contested Grants stream will support the conservation of Victoria's heritage listed places managed by a Victorian municipal council, a community not-for-profit organisation, a Committee of Management, religious organisation or private owners.

Activity start date and end date

The Activity described in this Schedule starts on <DD/MM/YYYY> and ends on <DD/MM/YYYY>.

The people/groups who are intended to benefit most from this Activity are:

Children (0-14); Young People (15-24); Adults (25-54); seniors (54+)

This Activity is intended to benefit people or groups living in the following places:

<Insert Name of LGAs, whole of Government regions or statewide> |

Item 2: Funding

(read with 'Terms and conditions' clause on *Funding*)

The funding for the Activity comes from the Living Heritage Contested Grants Program. The total funding for the Activity is \$<Amount>. This amount is excluding GST |

Payment of Funding

The Funding will be paid as outlined in the Activity Deliverables and Payments Table.

Repayment of Funding

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:

- (a) 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
- (b) has not, in the Department's reasonable opinion, been expended by the Organisation in accordance with the terms and conditions of this Agreement.

Item 3: Activity deliverables and payments

(read with 'Terms and conditions' clause on *Funding*)

Activity Deliverables and Payments Table

Activity Deliverables and Payments Table			
Deliverable or milestone	Demonstrating the deliverable is complete	Evidence due date	Payment amount (excluding GST)
Execution of Funding Agreement	Agreement signed by both parties and approved by DELWP	<DD/MM/YYYY>	\$<Amount>
Final Project Plan	Final Project Plan by Grantee approved by DELWP	<DD/MM/YYYY>	\$<Amount>
Evidence of necessary permits (appropriate heritage and building permits or permit exemptions, as required)	Copies of heritage and building permits received by the department prior to the commencement of construction works.	<DD/MM/YYYY>	\$<Amount>
Progress Report as directed by approved Project Plan	Project report received and approved by the department. The report must detail progress against the approved project plan and include: <ul style="list-style-type: none"> - Evidence/statement of grant expenditure to date - Progress photographs in high resolution colour JPEG or PDF format Subsequent payment(s) will only be approved with evidence/statement of full acquittal of first grant payment (and any interest earned) and as directed by approved project plan.	<DD/MM/YYYY>	\$<Amount>
Estimated Project Completion	Ministerial opportunity event as agreed by department (i.e. opening event).	<DD/MM/YYYY>	\$<Amount>
Final Project Report and Financial Statement	Final project report received and accepted by the department. This report must: <ul style="list-style-type: none"> - detail the completed actions as outlined and agreed in the approved project plan - include financial acquittal for all project income and expenditure - include photographs of the completed project, including images that clearly evidence the remediation of identified risks to the place or 	<DD/MM/YYYY>	\$<Amount>

	<p>object, if required. Images should be submitted in high resolution colour in JPEG or PDF format</p> <p>- Media coverage material</p> <p>Completion of the project must allow for an inspection of the project by a Living Heritage Grants Program team member or other department representative.</p>		
Outcomes Report	Outcomes report received and approved by the department 12 months after the completion of the project.	<DD/MM/YYYY>	\$<Amount>

Inclusion of 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.

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.
- > If any Funding remains unexpended at the completion of the Activity then the Organisation must immediately repay that amount to the Department.

Variations

- > 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.

Item 4: Budget

(read with 'Terms and conditions' clause on *Funding*)

Activity forecast budget

The budget forecast for the Activity is outlined in the Budget forecast table.

Contributions

Other Contributions means:

- (a) \$[X] to be provided by [3rd party]
- (b) \$[X] to be provided by [3rd party]

The Organisation's Contributions means \$[X]

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:

- a) that the Department shall not be liable to pay any amount in excess of the Funds to cover any resulting funding shortfall; and
- b) 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.

Budget Forecast Table

Activity Income	\$ (excluding GST)
Contributions (your Organisation)	\$<Amount>
Funds from other contributors or partners	\$<Amount>
• Grants (Commonwealth)	\$<Amount>
• Grants (State)	\$<Amount>
• Grants (Other)	\$<Amount>
• <Insert item>	\$<Amount>
Grant This Program	\$<Amount>
Total Activity Income	\$<Amount>
Activity Expenditure	\$ (excluding GST)
Other Expenses	\$<Amount>
• <Insert item>	\$<Amount>
Total Activity Expenditure	\$<Amount>

Item 5: Reporting requirements

(read with 'Terms and conditions' clauses on *Reporting and Assets*)

Progress reports

- > 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.

Final or yearly report

- > 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.

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 which will be provided prior to the delivery date.

Additional Reporting

- > 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.

Item 6: Activity specific requirements

Acknowledgement and Publicity (to be read with clause 4.17)

- > The Organisation will acknowledge any financial and other support from the Victorian Government according to the *Acknowledgement and Publicity Guidelines* as amended from time to time, which can be found at Attachment 1.
- > The Department reserves the right to publicise and report on awarding the Funding to the Organisation.

Activity governance

- > 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.
- > The Department agrees to assist the Organisation to meet its objectives and to comply with the conditions of this Agreement by:
 - (a) responding to and providing comments on reports, papers, proposals, projects and outcomes
 - (b) providing support and advice to the Organisation's Representative on issues relating to the Activity
 - (c) nominating the Department's representative
- > 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.

Confidentiality and privacy

- > 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.

Heritage Activities

- > 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:
 - (a) Assessing the potential impact of the Activity on Victoria's cultural heritage
 - (b) Seeking advice from Heritage Victoria for any non-Aboriginal heritage impacts
 - (c) Seeking advice from Aboriginal Victoria for any Aboriginal heritage impacts and
 - (d) 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.

- > 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:
 - (a) Before starting the Activity, seek advice from the Relevant Agency about best practice methods of using, collecting, producing or disclosing this information.
 - (b) If requested by the Relevant Agency, enter this information into a heritage database to the satisfaction of the Relevant Agency; and
 - (c) Provide a summary of this information to the Department in the final report.

- > For the purposes of this clause, the Relevant Agency is either:
 - (i) Aboriginal Victoria for all Aboriginal heritage information, or;
 - (ii) Heritage Victoria for all non-Aboriginal heritage information.

Infrastructure Capital Activities

- > 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:
 - (a) Any planning permits that are required
 - (b) Any building permits that are required
 - (c) Any heritage approvals that are required.

Insurance [Note: This section is not applicable for Local Government Authorities]

- > In addition to its requirements under clause 20.1, the Organisation will have and maintain insurance against fire damage.

- > 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.
- > 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 \$20 million.
- > The Organisation must maintain workers compensation insurance as required by law where the Organisation carries out activities under this Agreement.
- > 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.
- > The Organisation must maintain voluntary workers insurance when carrying out the Activity under this Agreement.

Intellectual property vests in the Organisation

- > 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.

Intellectual property warranty and indemnity

- > 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.

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 the Department and the Organisation, acting in consultation with Aboriginal Victoria.

Specified personnel

- > 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.
- > 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.

Specific Policies, Standards & 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.
- > If the Organisation is a local government (Council) it is bound by the Victorian Local Government Best Practice Procurement Guidelines when 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.

Item 7: Attachments

- > Attachment 1 - *DELWP Acknowledgement and Publicity Guidelines (2016)*

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