

ENVIRONMENTAL TRUST GRANT AGREEMENT

Eco Schools Program

GRANT NUMBER: «ApplicationNumber»

GRANT RECIPIENT: «OrganisationName»

PROJECT: «ProjectTitle»

The Environmental Trust ("the Trust"), pursuant to the provisions of the *Environmental Trust Act 1998*, grants «OrganisationName» the sum of **\$2,500** ("the grant") subject to the following conditions.

CONDITIONS

Acceptance of Grant

1. You must accept the conditions of the grant by signing this agreement, completing Schedule C - Environmental Trust Outcomes Monitoring, Eco Schools Program and delivering it to the Trust within 30 days of receiving this document. If your organisation is registered for GST, a Tax Invoice for the amount of grant, plus GST, must also be included.

General

2. You must carry out the project in accordance with your application and in accordance with these conditions.
3. You must complete the project and submit your final report by **14 December 2012**.
4. You must register your school on the Sustainable Schools NSW website www.sustainableschools.nsw.edu.au.
5. You must advise the Trust within 30 days of any changes to the project coordinators and/or Principal.
6. You must provide any information in relation to the project within 14 days of it being requested in writing by the Trust.
7. Any court proceedings arising out of or relating to this grant or conditions of grant must not be heard or started in any court other than a court in New South Wales. The grant and conditions of grant will be governed by and construed in accordance with the law for the time being in force in the State of New South Wales.
8. Severability: The invalidity or unenforceability of any one or more of the conditions of grant shall not invalidate or render unenforceable the remaining conditions of grant. Any invalid or unenforceable condition shall be severable and all other conditions shall remain in full force and effect.
9. Subject to these conditions, the Trust will pay the grant in full within 30 days of receiving your signed grant agreement and completed Schedule C- Environmental Trust Outcomes Monitoring, Eco Schools Program (with a Tax Invoice for the instalment, if applicable).

Final Report

10. You must provide the Trust with a final report comprising of:
 - a. a project report (including photos and other material where relevant), using the Final Report proforma, downloadable from <http://www.environment.nsw.gov.au/grants/eco1.htm>, including reference to project measures;
 - b. a financial report covering the whole project and using the 1-page Microsoft Excel Spreadsheet Financial Report pro forma (from the above web site); and
 - c. a statutory declaration, duly signed and witnessed, again using the proforma from the above web site.

Any unspent grant funds (plus GST) must also be returned to the Trust with your final report.

Intellectual Property

11. In this clause, **Intellectual Property** includes all statutory, legal, equitable and other proprietary rights and interests, including without limit, in copyright, patents, registered and unregistered trademarks, registered designs, circuit layouts, and trade secrets.
 - a. You warrant that:
 - i. in carrying out the project, you will not infringe any Intellectual Property rights; and
 - ii. any report by you will not contain anything that, to your knowledge, is libellous or defamatory.
 - b. All Intellectual Property created as part of the project will be owned by you, and you shall grant to the Trust a royalty-free licence to use any such Intellectual Property.
 - c. Where Intellectual Property rights are not capable of being owned by you, you shall ensure that the Trust is licensed to use that Intellectual Property.
 - d. Copyright in the reports, documents and any other materials produced with Trust funds will vest in you, and you grant the Trust a permanent, irrevocable royalty-free, non-exclusive licence to make these reports, documents and any other materials publicly available and to otherwise communicate, reproduce, adapt and publicise them on a non-profit basis. This includes the use and reproduction of photographs for Environmental Trust purposes.

The final report, excluding the financial report component, will be made publicly available by the Trust once the grant is acquitted. If it is suitable, the Trust will place the final report in the library of the Office of Environment and Heritage for public viewing and/or may place a copy on the Environmental Trust website. Those final reports not placed in the library will be made freely available to the public on request to the Trust.

Privacy

12. The Trust will not disclose any information that is contained in the reports, documents and materials that you have indicated is confidential and that the Trust has agreed not to disclose.
 - a. The Trust undertakes not to disclose any personal information (in accordance with the definition of personal information contained in the *Privacy and Personal Information Protection Act 1998*), that is contained in the reports, documents and materials that you have submitted without your written consent, with the exception of the purpose outlined in 12(c).
 - b. The Trust will not use any personal information for purposes other than the original purposes for which that personal information was supplied without your written consent, with the exception of the purpose outlined in 12(c).
 - c. The Trust may disclose information contained in reports, documents and materials you have submitted to a third party for the sole purpose of evaluation of its grants programs. The Trust will ensure that any third party agrees to keep all information acquired, material prepared or collected and any findings of the project confidential and not make any information public without the Trust's consent.

Variation and/or Extension of Grant

13. You must seek and obtain the prior written approval of the Trust before varying any of the following:
 - a. The nature and purpose of the project;
 - b. The way in which the project is to be carried out and completed, as outlined in your application;
 - c. The approved project budget. The Trust's approval is **not required** for budget variations with a value of up to 10% of the total grant amount but there will be no increases granted in the total amount awarded by the Trust; and
 - d. The conditions of grant.

Note: The Trust may impose additional conditions on this grant when approving a variation.

Revocation of Grant

14. The Trust may revoke the grant by notice given to you in writing by the Trust if you:
 - a. at any time give the Trust misleading or false information;
 - b. are, in the opinion of the Trust, not carrying out the project with competence and diligence or in conformity with the timetable specified in your application;
 - c. do not comply with the conditions of the grant;
 - d. being an individual, die or become mentally ill (as defined in the Mental Health Act 1990); or are declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors; or
 - e. being a company, resolve to go into liquidation or enter into any scheme or arrangement with your creditors under the Corporations Act or if any liquidator, receiver or official manager is appointed or if a petition or other Court proceedings is instituted for such appointment; or
 - f. being a non-profit company, cease to retain your non-profit status; or
 - g. being an organisation, cease to operate.
15. If the Trust revokes the grant:
 - a. you must not spend any further grant monies nor commit any such monies for expenditure; and
 - b. you must, within 7 working days, repay to the Trust all grant monies which have not been spent or committed for expenditure at the time you receive the written notification of the revocation and provide a financial report to the Trust on the proportion of the grant already spent.
 - c. the Trust may take steps to recover the whole or any part of the grant, including those parts already spent.

Publications and Promotional Material

16. You must acknowledge the Trust's assistance in all publications and promotional material relating to the project with the statement, prominently displayed:

This project has been assisted by the New South Wales Government through its Environmental Trust.

You may seek permission from the Trust to vary this wording.
17. You must also prominently display the logo of the Environmental Trust on all material referred to in condition 16. Trust staff will provide the logo. You must not use this logo for any other purpose.
18. You must issue an invitation to a government representative to any launches or public event associated with your project, and where they are able to attend, they are acknowledged as official guests. Where practicable, they should be afforded the courtesy of publicly addressing the event.
19. You must co-operate as required by the Trust in the preparation of case study documentation based on the final outcomes of the project.

Indemnification

20. You will indemnify and keep indemnified the Trust from and against all actions, claims, demands and other proceedings that may be made or recovered against the Trust, its members or officers, in respect of any damage to property, personal injury or death where the damage, injury or death was caused by any wilful, unlawful or negligent act or omission of the grant recipient in relation to the carrying out of the project. The Trust will inform you as soon as it becomes aware of any such action, claim, demand or proceeding.
21. Neither you nor any person engaged by you shall by virtue of the grant be in the service or employment of the Trust.
22. You shall be responsible for effecting and maintaining all insurances required under worker's compensation legislation and for taking all other actions requisite as employer of persons so engaged. You shall also be responsible for ensuring volunteers are covered by volunteer personal accident insurance.

23. You must effect and maintain public risk insurance in relation to all premises and sites on which the project is carried out for all works and activities undertaken for this project. The insurance shall be for an amount of at least \$20,000,000. The policies shall be made available to the Trust for inspection on request.

Execution

SIGNED for and on behalf of the **Environmental Trust** by:

Name
Manager, Environmental Funding Programs
Office of Environment and Heritage, Department of Premier and Cabinet NSW
Day month year

«**OrganisationName**» accepts the conditions in this grant agreement.

SIGNED for and on behalf of the «**OrganisationName**» by:

(sign)

(print name)

(position in school)

(date)

Note:

- This agreement is to be signed by the School Principal or a person acting in that capacity.
- If your school is registered for GST a Tax Invoice must be submitted along with your signed grant agreement and Schedule C - Environmental Trust Outcomes Monitoring - Eco Schools Program. The invoice should be made out the Environmental Trust for \$2,500 plus \$250 GST, and sent to the address below.

The Administrator, Environmental Trust
PO Box 644, PARRAMATTA NSW 2124

Published by the NSW Environmental Trust, PO Box 644, Parramatta 2124 Phone: 02 8837 6093 Fax: 02 8837 6099
Email: info@environmentaltrust.nsw.gov.au Website: www.environmentaltrust.nsw.gov.au OEH 2011/0130 February 2012