

ENVIRONMENTAL TRUST

GRANT AGREEMENT

Environmental Research Program

GRANT NUMBER: «ApplicationNumber»

GRANTEE: «OrganisationName»

ADMINISTRATOR: «AdministratorName»

PROJECT: «ProjectTitle»

This agreement consists of 2 parts:

- Part 1: Agreement
- Part 2: Schedules

Part 1: Agreement

The Environmental Trust (“the Trust”), pursuant to the provisions of the *Environmental Trust Act 1998*, agrees to provide «AdministratorName» (“you”) an amount of «AmountApproved» (“the grant”) subject to the following conditions.

CONDITIONS

Acceptance of Grant

- 1) You must accept the conditions of the grant by signing this agreement and delivering it to the Trust within 30 days of receiving this document. If you are not the grantee, you are accepting this grant and these conditions on the grantee’s behalf. If your organisation is registered for GST, you must provide a Tax Invoice made out to the **Environmental Trust** for the amount of the first/only instalment of the grant, plus GST. If you are not registered for GST, please submit a written request for payment.

General

- 2) You must carry out the project and spend the grant in accordance with your application and in accordance with these conditions.
- 3) You must complete the project and submit your final report by «Date_Final_Report_Due» or such other date as is approved in writing by the Trust.
- 4) You must provide any information in relation to the project within 14 days of it being requested in writing by the Trust.
- 5) 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.
- 6) 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.
- 7) Subject to the terms and conditions of this agreement, the Trust will make grant payments in accordance with the amounts and timetable set out in **Schedule A**.

- 8) The Trust may amend the Schedules in writing during the term of the grant. The Trust will send you a copy of the revised Schedules.

Reporting

- 9) You must provide the Trust with reports in accordance with both the timetable in **Schedule A** and the requirements in **Schedule B**. This includes reporting on various measurable outcomes (Key Performance Indicators) as outlined in **Schedule B**.

Intellectual Property

- 10) 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 Department of Environment and Climate Change NSW for public viewing. Those final reports not placed in the library will be made freely available to the public on request to the Trust.

Privacy

- 11) 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.

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. 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.

Variation, Transfer and Revocation of Grant

- 12) 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.

- 13) 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 an organisation, cease to operate.
- 14) 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. This includes any goods or assets acquired using Trust funds.

Publications and Promotional Material

- 15) You must acknowledge the Trust's assistance on all signs, publications, reports, websites 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 the wording.

- 16) You must also prominently display the logo of the Environmental Trust on all material referred to in condition 15. Trust staff will provide the logo. You must not use this logo for any other purpose. For education projects: you must similarly display the "Our Environment - It's a Living Thing" logo.
- 17) You must co-operate as required by the Trust in the preparation of case study documentation based on the final outcomes of the project.
- 18) All publications disseminating findings based on the research funded through the grant must be peer reviewed, or given specific permission to publish by the Trust, prior to disseminating.
- 19) You agree to provide copies of papers based on the research funded through this grant to the Trust, both during the term of the grant and subsequent to the term of the grant.

Indemnities

- 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 person so engaged. You shall also be responsible for ensuring volunteers are covered by volunteer personal accident insurance.
- 23) You must effect and maintain public liability 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 certificates of currency shall be made available to the Trust for inspection on request.

Special Conditions

- 24) «SpecialConditionText1»

SAMPLE

Execution

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

Denise Gonzales
A/Manager, Environmental Funding Programs
Department of Environment and Climate Change NSW
9 January 2009

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

(sign)

(print name)

(position in organisation)

(date)

Note:

1. This agreement should be signed by the Chief Executive Officer or any other person with authority to bind the organisation.
2. All invoices requesting grant payments should be made out the Environmental Trust. Trust Administration will **not** be able to process invoices made out the Department of Environment and Climate Change NSW as it a separate statutory entity.
3. All correspondence should be addressed to:
Environmental Trust, PO Box 644, PARRAMATTA NSW 2124

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ADMINISTRATOR: «AdministratorName»

PROJECT: «ProjectTitle»

This agreement consists of 2 parts:

- Part 1: Agreement
- Part 2: Schedules

Part 2: Schedules

Schedules may be amended by the Trust during the term of your project. In this instance, the Trust will forward you a revised copy of the Schedules.

Schedule A - Payment and Reporting Timetable

- 1) Subject to the conditions outlined in Part 1 of the Grant Agreement, the timetable for grant payments and reports will be as follows:

Activity	Description/amount	Due date
Payment 1	«Payment_No_1»	30 days after the signing of Part 1 of this agreement (subject to a Tax Invoice being submitted. See note 2 below).
Report 1	Progress Report	«Report_Due_1»
Payment 2	«Payment_No_2»	40 days after receipt of satisfactory report 1
Report 2	Progress Report	«Report_Due_2»
Payment 3	«Payment_No_3»	40 days after receipt of satisfactory report 2
Report 3	Final Project Report	«Date_Final_Report_Due»

- 2) The above amounts are GST exclusive. If your organisation is registered for GST, a Tax Invoice for the amount of each instalment of the grant, plus GST, must be submitted to the Trust. If you are not registered for GST, please submit a written request for payment for each instalment. **Note** that all invoices/requests for payment should include the Grant Reference Number.
- 3) Any portion of the grant which you do not spend by the date referred to in Condition 3 of 'Part 1: Agreement', must be repaid to the Trust.
- 4) The requirements for each type of report are outlined in **Schedule B**.

Schedule B - Guidelines for Presenting Progress and Final Reports (Environmental Research Program)

This document outlines what your project reports to the Trust should cover. Your project may also produce other reports, documents, publications or materials – the nature and scope of these depend completely on your specific project and are not the subject of this document. These additional documents should be included with your project reports to the Trust.

Why we require reports

The Trust needs project reports in order to be satisfied that our investment in your project achieves environmental outcomes and funds are appropriately spent. Reporting also:

- provides you an opportunity to evaluate your project and make improvements where necessary,
- informs the Trust where environmental benefits can be spread beyond your project, and
- assists the Trust in developing future funding programs and policies.

What we do with your project reports

Your reports will be reviewed by the Trust and/or any other people we think necessary, to assess progress, performance and achievement. These reviews can cover both administrative aspects (e.g. financial, timeframes and milestones) as well as technical aspects. Grant payments are dependant on satisfactory reviews of your reports. We provide feedback from these reviews and may require clarification, amendment or further reports.

Final project reports (except the financial information) are generally placed in the Department of Environment and Climate Change NSW library and the Trust may also place them on its website and otherwise make them publicly available.

Timing of reports

The due dates and reporting periods for different reports are specified in writing by the Trust in the schedule to the grant agreement or in other correspondence. It is very important that you meet due dates. Missing a due date could delay a grant payment.

Scope of reports

The purpose and scope of different types of reports should be as outlined below. Some points will be more important/relevant than others for certain projects and you may need to add other information. If in doubt, contact Trust staff.

About the report	Progress report (Provide 2 copies)	Final project report (Provide 3 copies)
Purpose	<ul style="list-style-type: none">• Enable comprehensive review of:<ul style="list-style-type: none">- outcomes achieved- milestones met- activity/approach• Inform the Trust of any issues, opportunities and changes.• Demonstrate appropriate use of funds and allow release of further funds.	<ul style="list-style-type: none">• Comprehensively report on:<ul style="list-style-type: none">- outcomes achieved- milestones met- activity/approach- key performance indicators (KPIs)• Outline lessons and future opportunities.• Demonstrate appropriate use of funds and allow acquittal of grant.
Indicative length (not including attachments)	6 to 10 pages	8 to 15 pages
Reporting period	Period since last report	Whole project duration
Number of copies	2 hard copies of each progress report should be provided to the Trust	3 hard copies of each final report should be provided to the Trust

Contents of report	PROGRESS	FINAL
Summary of project to date (100 to 200 words) (note 1)	✓	✓
Background to and objectives of the project	✓	✓
Outcomes		
<ul style="list-style-type: none"> Environmental outcomes achieved in reporting period (with evidence) & comparison with those planned 	✓	✓
Outputs		
<ul style="list-style-type: none"> Milestones achieved, compared with those planned (note 2) The 3 most important outputs produced/achieved to date Key Performance Indicators (KPIs) (note 8) 	✓	✓
Methodology/approach		
<ul style="list-style-type: none"> Summary of activities undertaken, approach used and why (notes 2, 3 & 4) 	✓	✓
Issues, changes, opportunities		
<ul style="list-style-type: none"> Any problems encountered and steps taken/proposed to manage them (including any significant variations from planned approach as outlined in your application) Opportunities that have arisen and what will/could be done to harness them Lessons from the program, long term opportunities and how benefits from the project could be spread more widely Any other issues the Trust as funding body should know about 	✓	✓
Financial report showing:		
<ul style="list-style-type: none"> actual income & expenditure of Trust funds, compared to approved budget; actual income & expenditure of other sources of funds; estimated value of in-kind contributions 	(note 5)	(notes 6 & 7)
Attachments		
<ul style="list-style-type: none"> Any significant completed documents, publications and materials produced Copies (or summary) of media coverage obtained and significant written feedback from stakeholders on the project 	(note 9)	(note 9)

Notes:

- (1) This may be used for promotional purposes.
- (2) This should report against the outputs and performance indicators outlined in your application
- (3) If this is highly technical or a research project grant, you may need to attach a more detailed description of technical methodology and findings.
- (4) Photographic documentation about the project should be included in your report. Where applicable, these should document sites before, during and after the project. All photographs should be clearly referenced. If you wish the photographer to be credited in any public use of the images, please include the photographer's name.
- (5) **Progress Financial Reports for All Grantees**
 - Progress financial reports do not require independent certification or certification by a Chief Financial Officer. Progress financial reports can be signed off by the project manager or the financial officer preparing the report.
 - Small underspends can be carried over to the next stage of the project. If in doubt, please contact your grants administrator.

- The Trust requires that progress financial reports be presented on the Trust's progress report financial spreadsheet which is available on the Trust website.
- A tax invoice or written request for the next progress payment should also be submitted at this time (see schedule A).

(6) **Final Financial Reports for Government Agencies and Councils** (this includes State and Federal government organisations, all Universities and NSW local government organisations)

Final financial reports, regardless of the grant amount, **must be presented on the Trust's final report financial spreadsheet** which is available on the Trust website.

Certification – Local Government

Final financial reports regardless of the grant amount **must be certified by your Chief Financial Officer** and do not require independent certification.

Certification – State/Federal Government and Universities

Final financial reports regardless of the grant amount **must be certified by your Chief Financial Officer or a Senior Manager who has delegated authority to certify expenditure on behalf of your organisation** and do not require independent certification.

(7) **Final Financial Reports for All Other Organisations**

Final financial reports, regardless of the grant amount, **must be presented on the Trust's final report financial spreadsheet** which is available on the Trust website.

Final financial reports for grants over \$20,000 must be **certified by an independent certifier as follows:**

- A member of the Institute of Chartered Accountants, the Australian Society of Practising Accountants or the National Institute of Accountants, must certify your financial report and submit a 'Report on Factual Findings' as per Australian Auditing Standard AUS 904.
- The certifying accountant should ensure that:
 - i. the financial report accurately reflects income and expenditure for the project
 - ii. all payments were supported by adequate documentation to show that expenditure was for bona fide goods and services related to the project
 - iii. competitive pricing was obtained for all individual items of expenditure of \$5,000 and over.

Final financial reports for grants under \$20,000 do not require independent certification. You must however, **sign a statutory declaration** certifying the accuracy of your financial report. An Environmental Trust statutory declaration is available on the Trust website.

- (8) Key performance Indicators (KPIs) – these are measurable outcomes of your project. See page 10 for more information on what you will be required to report on.
- (9) You must acknowledge the Trust's assistance on all signs, reports, websites and promotional material relating to the project (see condition 15 of your grant agreement).

Key Performance Indicators (KPIs) - measurable outcomes to be reported on in your Final Report.

To assist the Trust to measure the impact/success of its funding programs you will be asked to respond to a number of questions when submitting your final report. To allow you to plan for this from the beginning of your project, the information required of you is detailed below.

Please note that proformas for progress and final reports will be placed on the Trust's website for grantees to download and complete. Contact Trust Administration staff on (02) 8837 6093 if you would like any further information.

You will be required to provide information on each of the following indicators as relevant to your project. The Trust may revise these indicators from time to time to feed into local, regional and state environmental reporting requirements. If you do not consider it something you are able to report on for your specific project you will mark the box with 'N/A'. Most responses will be numeric, whereas other questions may require a 'yes' or 'no' response.

Indicators for the **Research Program (including Seeding Grants Program)** are listed below:

- number of people who directly participate in project activities
- whether your project involved formal partnerships between government and the community. If so, the number of partners involved
- number of innovative technologies or methods developed as a result of the research
- number of technical or scientific conferences at which the research was presented
- number of other events at which the research was presented (can include community workshops, radio or other interviews, magazine or newsletter articles, etc.)
- number of post-graduate students involved in the project
- number of research publications on the results of the research project.

Specific Project Measures

While it is important that the Key Performance Indicators listed above are reported upon, it is essential that performance tracked against measures specific to your project also occurs. This will allow you to determine whether implementation of your project has resulted in the achievement of objectives and anticipated outcomes.