THIS AGREEMENT BETWEEN THE PARTIES GRANT APPLICANT ("Grantee")

Grantee Name: Address: Contact: Contact Number: ABN: GST REGISTERED: Yes	**AND**: NRM South (Southern Regional Natural Resource Management Association Inc) 313 Macquarie St, Hobart PO Box 425 South Hobart TAS 7004 Tel: 03 6221 6111 Fax: 03 6221 6166 admin@nrmsouth.org.au

The Parties agree to the following schedule:

Objectives
The purpose of this Agreement is implementation of the agreed actions as outlined *Schedule 1 - Project Details*.

The Project
The Grantee agrees to undertake the project in accordance with the details in *Schedule 1 – Grant Project Details*. The grantee agrees to provide in-kind or other support equivalent to or more than the amount proposed in the project plan (or grant application). The Grant must be applied solely for the purposes of carrying out the Project. The grantee agrees to undertake the project in accordance with the details in *Schedule 2- Funding Agreement Conditions*

Agreement summary:
Project Name and Number
Project Number: Name:
Funding allocation(GST exclusive): +**GST amount:**

Project Locations: **PIDs:**

Completion date: XX/XX/XX

Final report required by: XX/XX/XX

SIGNED by Authorised Representatives (Property owner, Community Group, School or Organisation AND Sponsoring Body if applicable)

GRANTEE:	SPONSOR (if applicable)
Signature:.....	Signature: ……
Name:.....	Name:……
Position: ……	Position:……
Group/organisation name……	Organisation……
Date ……/……/…….	Date ……/……/…….

(Please print clearly)

EXECUTED: as an Agreement made **on the date below** as signed by a duly authorised Officer of NRM South

…….. Date ……

Name: Donald Coventry

Position: Chief Executive Officer- NRM South

Schedule 1 **Grant Project Details**

Funding program:

Applicant and location information

Project location:	
Property addresses:	
Municipality:	
PID number/s:	
Contact name:	
Community group name:	
Postal address:	
Telephone:	
Mobile:	
Email:	
Sponsor Name	
Sponsor ABN	

Project information

Project name:	
Project description:	
NRM South staff contact:	[Staff name] 6221 6111 [staff email]
Project area involved (ha):	
Map of agreed project area:	See **Attachment 1**
Key project activities/tasks(4 key tasks):	
Management issue addressed/priorities:	
Other info (Background and benefits- if relevant)	
In kind description:	
Grant amount (ex GST) ($):	
In kind contribution value($):	
In kind Cash contribution ($)	
PROJECT TOTAL ($)	
Progress report date: (as applicable)	N/A
Project completion date:	XX
Final completion report date:	XX
Post project obligations - monitoring and maintenance:	
Condition/s [if applicable]**:**	

Payment schedule

Payment 1	Payment 1 (ex GST)	$
	Payment 1 GST amount	$
Payment 1 on signing of agreement and providing invoice to NRM South		
Payment 2 (as applicable for grants more than $5000)	Payment 2 (ex GST)	$[if applicable]
	Payment 2 GST amount	$[if applicable]
Payment 2 on progress report submission and providing invoice to NRM South		

Schedule 2 Funding Agreement Conditions

1. Payment

Total funds approved for this project are detailed in *Schedule 1 – Grant Project Details*, and will be issued to Grantee or Sponsor as applicable on receipt of a signed Funding Agreement and tax invoice. Tax invoices must be presented with business and ABN details as per application. *Note:* All payments are for agreed materials and services only and where applicable, are to be used only as specified in the Project Details and as detailed in the original application.

All applicants must provide a completion report and demonstrate that all funds have been acquitted for their project as per the Funding Agreement (either by transaction statements or copies of receipts or paid invoices). Where funds are not expended by the due date, where a property is sold or community group dissolves within the grant delivery period, NRM South may request the return of unspent/uncommitted funds, or provide extension to the Grantee. Where funds are to be returned, they will be reallocated into similar grant programs/community activities.

2. GST & ABN and Payment

The Australian Taxation Office considers grant funded projects to be a taxable supply. If the applicant or sponsor is registered for GST the grant amount will be grossed-up for GST (increased by 10%). If the grant recipient or sponsor is **not registered for GST** no additional amount is payable beyond the amount awarded. Under the PAYG legislation each grant recipient registered for GST will need to quote its ABN before payment can be made. **If an ABN is not provided,** you are required to complete and submit a ***statement-by-supplier* form** available for download from the ATO website or register for an ABN. For further advice on GST & ABN consult your tax advisor or the Australian Taxation Office website at www.ato.gov.au or call 13 24 78. To receive funds for this Funding Agreement, please submit a Statement of Supplier, Tax invoice or Invoice to NRM South for the agreed amount with 2 signed copies of the Funding Agreement.

3. Notification of project changes

The grantee agrees to notify the NRM South staff contact (Schedule 1) where there are significant changes to the project (e.g. where approved activity has already been undertaken or is no longer possible, community group or entity disbands or where land ownership changes).

4. Monitoring and maintenance requirements

All funded projects are required to maintain areas such as weed maintenance, fencing, plantings or other on ground activities for up to 3 years after project completion. Any loss or damage to infrastructure purchased/installed through this grant (such as fencing, signage, constructed products), any replacement/fixing of these items is the responsibility of the Grantee.

5. Completion date and reporting requirements

All project activities are to be completed by the **Project Completion Date** as detailed in **Schedule 1**

A **Final Completion Report** must be submitted as per the template supplied by NRM South to acquit the project within 3 weeks of project ending **(Schedule 1).** Information supplied must be in accordance with NRM South's Data & Information framework. Electronic submission of before and after photographs of on-ground works to NRM South would be greatly appreciated. Grantees should retain all copies of receipts and proof of purchase for items/activities that are funded through this grant, this may be requested when providing financial statements in completion reports.

6. Acknowledgement of funding contribution

Funding is provided to the Grantee through Australian Government National Landcare Programme, Regional Landcare Facilitator and supported by the Green Army project (as relevant). Verbal and/or written acknowledgement is required where any publication, article, sign, poster, electronic medium, advertisement, public event or other work has been prepared or organised within the auspices of the NRM South Naturally Inspired grant program- Round 8. *"This project was supported by NRM South through funding from the Australian Governments National Landcare Programme"*. Where a project is also supported through the Australian Government Green Army project, this should also be acknowledged. A copy of any material to be released must be provided to NRM South via electronic or hard copy via admin@nrmsouth.org.au or PO Box 425 South Hobart, 7004.

7. Public Events

The Grantee should attempt to provide at least 6 weeks (and a minimum 4 weeks) notice to NRM South of public events or media activities relating to the project or site, to allow NRM South to arrange possible representation at the event -

including name of event, location, date and time. This can also be promoted on NRM South web page and social media to nlaurence@nrmsouth.org.au or PO Box 425 South Hobart, 7004.

8. Communications

Details and images relating to the project and/or organisation may used in NRM South media releases, newsletters, websites, social media and other promotional materials or media promotion. Images provided, or those taken onsite at public or media events, may also be used to promote NRM South's grant program or individual projects. (see Section 11).

9. Indemnity

The Grantee will at all times indemnify and hold harmless NRM South and their servants, sub-contractors and agents (in this clause referred to as "those indemnified") from and against any loss (including legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person or body against any of those indemnified where such loss or liability was caused by wilful, unlawful, negligent act or omission of the Grantee, its officers, employees, agents or subcontractors in connection with this Agreement.

The Grantees liability to indemnify NRM South under this Clause will be reduced proportionally to the extent that any act or omission of NRM South, their servants, sub-contractors and agents contributed to the loss or liability. The indemnity referred to in this Clause will survive the expiration or termination of this Agreement.

10. Policies, Insurance, Permits & Licenses

The Grantee and Sponsor, where applicable, acknowledge that they have or will acquire and maintain current appropriate public liability insurance, permits, licences, registrations and other authorisations, including abiding to Workplace Standards, which may be required for the activities, on-ground works or purchases that will be undertaken through this project. In the event that the 'grantee' is unable to continue to take out appropriate insurance cover and registration, or provide secure housing for equipment they will make every effort to contact their local government NRM facilitator/relevant contact to arrange for the continued use of equipment to benefit all volunteer 'care' groups in the region. The Grantee agrees to comply with Work, Health and Safety legislation, and to abide by the Fair Work act, where relevant.

11. Information and Data

NRM South recognises that all the data collected by the granted project (such as flora or fauna records specifically collected through NRM South funded projects and funded activities) may be uploaded onto the Natural Values Atlas and that this data will be publically available for the use of NRM South and other organisations in their research. NRM South may at any time during or after your project seek additional information, in accordance with Australian Government requests.

a) <u>How do we ensure the security of your information?</u>

NRM South stores data and information on an internal server to ensure that your personal data and information is secure. We may pass on data and information about you and your property to the State and Federal Government in limited situations, described below. This relates to an agreement we have with the State Government that allows us to access valuable datasets that assist us in supporting our client base. We are also obliged to pass on information to the Australian Government relating to on-ground projects they have funded.

<u>b)</u> <u>What information do we collect?</u>

When NRM South works with landholders or community groups, either by providing funding or advice about management of natural resources, we need to collect data and information about the Grantee, the areas in which the project work takes place and the activity. This could include:

- Personal information about the Grantee (including community group members), e.g. names, addresses, telephone numbers, etc.
- General information about the Grantee activities provided verbally.
- Notes and forms completed by staff members, either on paper or electronically.
- Observations, notes or advice provided about natural values (included threatened species or communities) seen during Grantee activities.

This General Information will remain confidential to NRM South staff members, but may be passed on to a service provider working directly with NRM South. This information **will not** be provided to Tasmanian or Australian Governments, or other investors.

NRM South reserves the right to contact the Grantee about the project and other related initiatives to seek feedback and further information via NRM South staff or a contracted third party.

Information about Funded Activities

Please be aware that as a condition of the provision of NRM South resources (e.g. advice from a consultant, survey by a consultant, or funds for on ground activities) certain data and information may be shared with our funders and the public. This includes:

- A general and brief description of the type of assistance provided.
- Maps showing the location of activities undertaken.
- Where NRM South supports **weed control activities** or **the assessment, monitoring, management and/or protection of native plants, animals and vegetation communities (including threatened species and communities)** the location of these (as GPS coordinates) and any results from monitoring and assessment will be provided to the Department of Primary Industries, Parks, Water and Environment (DPIPWE) for inclusion in the Natural Values Atlas and will be thus become available to the public.

This data and information may also be provided to our service providers, if they are working directly with the Grantee.

Photographs

As part of our work with you it is likely that we will be taking photographs of the Grantee (landholder or community group) activities relating to the work that is undertaken. These photographs, and any photograph supplied by the Grantee or representative of the Grantee, may be used in NRM South media releases, newsletters, websites, social media and in other promotional materials or media promotion. If the Grantee has any specific concerns relating to photographs being used or taken this should be discussed with your NRM South contact officer prior to signing the Funding Agreement.

NRM South Staff are instructed not to take photographs of children. Should there be a specific need for photographs of children to be taken, then parents will be asked permission prior to photographs being taken.

Case Studies

From time to time NRM South may wish to prepare a case study of project activities for a publication or the website. Any case study or story relating to the activity will be discussed with the Grantee, or the Grantee representative prior to its release.

Our Service Provider's obligations

All our Service Providers are obliged to follow the same data and information confidentiality principles as NRM South staff.

c) Our Legal Obligations

NRM South recognises that some data and information collected may be personal information subject to the Commonwealth Privacy Act 1988 and/or Tasmanian Personal Information Protection Act 2004, or Commercial in Confidence.

NRM South complies with privacy laws protecting personal information and does not collect sensitive information about you, such as membership of a professional or trade association, membership of a trade union, criminal record or health information.

NRM South will not disclose your data or information which is of a business nature and has been disclosed to NRM South in confidence ("Commercial in Confidence") without your consent, except to NRM South's service providers, if they are working with the Grantee.

d) Your Right to Information

You may at any time request access to the information NRM South stores about you or your Grantee. We will provide you with access to your Personal Information within 14 days of receipt of your written request or 30 days where a response to the request is more complicated. If you have any privacy issues you wish to raise with NRM South, please contact us by

telephone (03 6221 6111) or mail to NRM South, PO Box 425, South Hobart, TAS, 7004. If you are not satisfied with the outcome you have the right to complain to the Office of the Australian Information Commissioner.

ATTACHMENT 1: Project mapped area