

## FUNDING AGREEMENT TEMPLATE 1– Project Delivery Partners

This is an example only and is not required as part of your application process. Once your application has been approved you will be sent a letter of offer and a customised Agreement for approval and return.

### Agreement

Grant reference number: XXXX

Please refer to this number in all communications regarding this grant.

#### A. Programme and Project

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##### Programme and Objectives

###### Programme name:

The Duke of Edinburgh's International Award - Australia

###### Objectives of Programme:

To provide financial support for the conducting of the Duke of Edinburgh's International Award – Australia (the Award) which encourages young people aged 14 to 24 to volunteer their time in their communities, participate in sport and recreational activities, develop their teamwork and leadership competence, and develop their personal interests and social skills.

###### Project

- a) You must only use the funding to support the participation of young people:
  - i. aged 14 - 17 who are disadvantaged, that is, are disengaged from their local community, are from low socio-economic circumstances, or are from regional or remote communities (or any combination of the above);
  - ii. aged 18 to 24 with a disability, in doing the Award.

For the purposes of this item A.2., '**disability**' has the same meaning as it has in the *Disability Discrimination Act 1992 Cth*.

- a) In supporting the participation of a disadvantaged young person in the Award, You may only use the funding to:
  - i. directly support, be it the costs of or other material support, that person's registration in, participation in and completion of the Award;
  - ii. provide funding for the costs directly arising from supporting that person's registration in, participation in and completion of the Award;
  - iii. engage suitably qualified and experienced people to work directly with that person to assist and support that person to register in, participate in and complete the Award.
- b) You must not use more than \$3000 (GST Inclusive) of funding in total in supporting any one (1) disadvantaged and or disabled young person.

- c) You must:
- i. provide us with reporting and budgeting for your group and itemise how you intend to use this funding.
  - ii. ensure you complete the Register – available at <http://www.dukeofed.com.au/resources/funding-assistance/> itemising the disadvantaged young people.

### Project Period

The Project Period commences on the Date of this Agreement and ends **\*\* \*\*\*\* \*\***.

## B. Funding and Payment

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### FUNDING

The total funding for the Project is **\$\*\*\*\*\* GST inclusive.**

The funding will be paid to you on your signing of this agreement and acceptance by us of a correctly rendered invoice.

### INVOICE

Invoice must include the following information:

- a. the words “tax invoice” stated prominently;
- b. Your name and ABN;
- c. Our name and address;
- d. the date of issue of the tax invoice;
- e. the title of this agreement/the Project and the agreement number (if any) or date of execution;
- f. details of the items (i.e. deliverables or Milestones) to which they relate;
- g. the total amount payable (including GST);
- h. the GST amount shown separately; and
- i. bank account details for the payment of the invoice by Electronic Funds Transfer.

An invoice is not correctly rendered where it includes amounts that are not properly payable under this agreement or are incorrectly calculated.

The invoice must be addressed to the Project Manager.

Tania Etuale

The Duke of Edinburgh’s International Award – Australia

PO Box R1959

Royal Exchange NSW 1225

### PAYMENT

Subject to the terms of this agreement, we will make a payment of Funds to you within 20 Business Days of the conditions being satisfied.

Payment will be effected by electronic funds transfer (EFT) to your specified bank account.

### **C. Reporting**

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We have an obligation to provide information to our financial supporters and will send you a monitoring and evaluation form to be completed mid project and at the end of the project for each new registration. This will also help us with our ongoing fundraising to support Participants who need financial assistance to do their Award in the future.

A register of Participants is required and a template is attached. Please ensure this is attached to your application form or signed terms and conditions.

At the conclusion of the project we will request that Award Leaders and Participants complete an online survey. This optional survey will assist us in measuring the success and impact of the Award on Participants and this information can be shared with the Award Unit.

Where possible upon completion a written recount / story from at least one participant per group should be provided to the NAA for promotion and publication to supporters, names can be suppressed.

### **D. Your principal obligations**

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You must carry out the program and project as specified to achieve the required objectives within the Project Period in accordance with this agreement and any Guidelines; and diligently, effectively and to a high standard.

You must not act in a way that may bring the program and project into disrepute.

You must act in accordance with your licence agreement.

### **E. Disclosure of Information**

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You must not, without our prior approval, disclose any of our confidential information to a third party; and

We must not, without your prior written approval, disclose any of your confidential information to a third party.

### **F. Privacy Conditions, Restrictions or Guidelines**

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#### **Personal Information in Reports**

You must ensure that the disadvantaged young person and their parent or guardian if applicable, whose personal experience is provided to us in any report consents, in writing, to:

- i. You disclosing to us and our Minister the disadvantaged young person's Personal Information contained in that personal experience (note - names will be suppressed);

- ii. Us and Our Minister using that Personal Information for the purposes of evaluating the Project; and

Us and Our Minister disclosing that Personal Information, including by making it publically available (for example, in reports, on our public website, on social media and in Our Minister's media releases), for the purposes of providing information on the Programme, the Project, and the provision of funding to You (note - names will be suppressed);.

You must ensure that consent complies with the Australian Privacy Principles, in particular Australian Privacy Principle 5.

Note: more information about the Privacy Act, the Information Privacy Principles and the Australian Privacy Principles is available at <http://www.oaic.gov.au/>

**Information Commissioner** has the same meaning as it has in section 3A of the *Australian Information Commissioner Act 2010* (Cth).

**Records** has the same meaning as it has in section 6 of the Privacy Act.

In relation to personal information received, created or held by you for the purposes of this agreement, you agree:

- (a) not to transfer personal information outside Australia, or to allow parties outside Australia to have access to it, without the prior written approval of the Project Manager;
- (b) to co-operate with reasonable demands or inquiries made by the Information Commissioner or the Project Manager in relation to the management of personal information;
- (c) to ensure that any person who You allow to access personal information is made aware of, and undertakes in writing, to observe the Australian Privacy Principles;
- (d) to comply with policy guidelines laid down by the Us or issued by the Information Commissioner from time to time relating to the handling of personal information;
- (e) if requested by Us, at the end of this agreement, to return all Records containing personal information to the Project Manager, or delete or destroy those Records in the presence of a person authorised by the Project Manager;
- (f) to Your name being published in reports by the Information Commissioner; and

You must immediately notify the Project Manager if you become aware:

- (a) of a breach of Your obligations under clause 11;
- (b) that a disclosure of personal information may be required by law; or
- (c) of an approach to you by the Information Commissioner or by a person claiming that their privacy has been interfered with.

## **G. Acknowledgement and Publicity**

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You must ensure that all advertisements, promotional activities and any other public relations matters in relation to this agreement are approved by us as per your obligations under the Award licence agreement.

We reserve the right to publicise and report on the awarding of Funding to you, including the amount of the Funds given to You, Your name and the title, and a description of the Project.

**H. Our Address for Notices**

<b>Physical address</b>	Mr Peter Kaye AM Chief Executive Officer The Duke of Edinburgh's International Award - Australia Level 33, 88 Phillip Street Sydney NSW 2000
<b>Postal address</b>	Mr Peter Kaye AM Chief Executive Officer The Duke of Edinburgh's International Award – Australia Level 33, 88 Phillip Street Sydney NSW 2000
<b>Email</b>	ceo@dukeofed.com.au

**I. Your Address for Notices**

<b>Physical address</b>	
<b>Postal address</b>	
<b>Email</b>	

**J. Insurance**

Required insurance:

You must maintain current:

- a. workers' compensation as required by law; and

- b. public liability insurance to a value of \$20 million (twenty million dollars) or more per claim.
- c. Personal accident insurance

#### **K. Working with Children Requirements**

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You must ensure that any individual (other than a Teacher) who is working on the Project for you or on your behalf and who will have contact with children complies with the relevant Child Protection legislation requirements in your State/Territory.

#### **L. Termination**

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We may by notice, at any time and in our absolute discretion, terminate this agreement or reduce the scope of the agreement immediately

If a party is in breach of any of its obligations under this agreement, then the other party – if it considers that the breach is: a. not capable of remedy, may, by notice, terminate this agreement immediately; or b. capable of remedy may, by notice require that the breach be remedied within 10 Business Days of receiving the notice and, if the breach is not remedied within that time, may terminate this agreement immediately by giving a second notice.

We may also by notice terminate this agreement immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if: a. You repeatedly fail to comply with any timeframe under this agreement; b. We are satisfied that, prior to entering into this agreement, You engaged in misleading or deceptive conduct or omitted to provide information to Us in connection with the performance or awarding of this agreement; c. You are unable to pay all Your debts when they become due, or are presumed to be insolvent, or if You are: 1. a corporation – come under any form of external administration, or receive a notice, or proceedings are commenced.

We will be entitled to recover from You any part of the Funding which: is not legally committed for expenditure by You in accordance with the agreement and payable by You by the date that the notice of termination is received; or has not, in Our opinion, been spent by You in accordance with the agreement.

#### **M. Compliance with Laws and Our Policies**

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You must, in carrying out your obligations under this agreement, comply with: a. any relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and b. any of our policies notified by us to you in writing

**N. Executed as an agreement**

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Signed for and on behalf of  
**The Duke of Edinburgh's International Award –  
Australia**  
**Level 33, 88 Phillip Street, Sydney NSW 2000**  
**(ACN 114 267 195)**  
by its authorised representative

*Date* \_\_\_\_\_

*sign here ►* \_\_\_\_\_  
Representative

*print name* Peter Kaye AM      Chief Executive Officer \_\_\_\_\_

in the presence of

*sign here ►* \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

Signed for and on behalf of  
**Award Unit:**  
**Name and Address to be provided**  
**including ABN: \*\* \*\*\* \*\* \***

*Date* \_\_\_\_\_

*sign here ►* \_\_\_\_\_  
Representative

*print name* \_\_\_\_\_

*sign here ►* \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_