

Read to Succeed Program Funding Agreement

Ref: 2015-018

Details

Department: Department of Education, Learning and Training
Primary contact: Frank Smith
Address: 1 Spring Street, Springtown VIC 3000
Phone: 1300 XXX XXX
Email: noname@delt.vic.gov.au
Facsimile: (03) 9754 XXXX

Recipient: The ABC Foundation
Primary contact: Susan Rose
Address: 14 Smith Street, Smithtown VIC 3000
Phone: (03) 9472 XXXX
Email: noname@abcfoundation.org.au
Facsimile: n/a

Activity Name: Book Exchange Start-up

Funding Program: Read to Succeed Program

This funding agreement (**this Agreement**) is a legally binding contract between the Recipient and the Department.

By signing and returning this Agreement to the Department, You will accept the offer of funding in this Agreement and agree to the terms and conditions set out within.

This Agreement will commence from the date it is last signed and will end once You have completed the Activity and all other Deliverables/Milestones specified in this Agreement to the reasonable satisfaction of the Department.

In this Agreement:

- Details, Parts A, B, Execution and any attachments form the Agreement between You and the Department and constitute the entire agreement between the parties and supersede prior representations, contracts, statements and understandings in relation to its subject matter.
- **We, Us** and **Our** means the **Department** specified in the Details and includes Our officers, delegates, employees, other contractors, agents and successors.
- **You** and **Your** or the **Organisation** means the **Recipient** specified in the Details, and includes Your officers, employees, agents, volunteers, subcontractors and successors.
- **Activity** means any tasks, services, project or other purposes for which the Funding is provided as described in the Details and clause 3 of Part A.
- **Funding** means money the Department provided to the Recipient under this Agreement.
- **Business Day** means a day other than a Saturday, Sunday or public holiday appointed under the *Public Holidays Act 1993* (Vic).

Part A: Terms and Conditions

1. Start Date and End Date

The Activity must start by 15/01/xx (**the Start Date**) and be completed by 15/06/xx (**the End Date**).

2. Amount of Funding: \$9,600 (excluding GST).

3. This Funding is provided to:

Establish a book exchange program for local families to encourage the sharing of books, reading to toddlers and young children, and connections between parents and guardians in the local community. The program will be started using a repeatable model using social media and meeting opportunities that will end up being self-sustaining by users.

You agree to perform each and every Deliverable/Milestone contained in the *Activity Deliverables and Payments Table* by the Due Date set out in that table to Our reasonable satisfaction.

Activity Deliverables and Payments Table					
(Note: GST AMOUNT and TOTAL PAYMENT columns are optionally completed)					
Deliverable or milestone	Demonstrating the deliverable is complete	Due date	Payment amount excluding GST	GST amount	Total payment amount including GST
Sign the Funding Agreement.	Funding Agreement signed by both parties.	15/01/20xx	\$9,600	\$960	\$10,560
Activity completed.	Final report submitted and accepted by the Department.	15/06/20xx	\$NIL	\$NIL	\$NIL

4. To meet Your Reporting Requirements, You must complete and send to Us any Report that is specified in the *Activity Deliverables and Payments Table* at clause 3.

5. You must:

- a. keep accurate records, including all receipts and tax invoices, in relation to the Activity and for everything You purchase with the Funding in accordance with the requirements set out in Part B, if any; and
- b. provide access to, and copies of, the records at any time to Us or a third party authorised by Us.

6. You must:

- a. use the Funding only for the Activity in accordance with this Agreement or as otherwise agreed in writing by Us;
- b. comply with all applicable laws and departmental policies in connection with the Funding, the Activity or this Agreement; and
- c. follow Our reasonable directions in connection with the Funding, the Activity or this Agreement.

7. You must let us know in writing within 5 business days from when you become aware if:

- a. You no longer meet the eligibility requirements for the funding, if any;

- b. there is an actual or perceived conflict of interest that may impact on your ability to deliver the activity;
 - c. You will not complete the activity; or
 - d. You will not spend the total amount of the funding.
- 8. You need our written consent to:
 - a. use any of the funding for anything other than the activity or in any way that is not in accordance with this agreement;
 - b. change the Deliverables/Milestones, Start Date or End Date of the activity; or
 - c. change the reporting requirements, if there are any.
- 9. You agree to repay all or part of the funding, in accordance with any written request from us to do so, if:
 - a. there is unspent funding at the completion of the activity;
 - b. You do not use the funding in accordance with this agreement.
- 10. You will acknowledge any funding support provided by the Victorian Government:
 - a. as specified in any applicable Departmental policy;
 - b. according to the *Acknowledgment and Publicity Guidelines* as amended from time to time, which can be found at Attachment 1; or
 - c. as described in Part B.
- 11. Unless a recipient created tax invoice (RCTI) arrangement is in place, You will submit an invoice to Us that complies with tax legislation (including *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) for each Deliverable/Milestone that is linked to a payment in the table at clause 3. Invoice arrangements are described at Part B of this Agreement.
- 12. Clauses 5, 9 and 10 and any clauses identified in Part B will continue to apply after the end of this agreement.

Part B: Additional Conditions

13. Additional conditions that apply to this agreement

- Inclusion of application
 - 1. Your application and any additional information that is requested by the Department prior to this agreement being executed, is part of this agreement. The activity delivered must be consistent with those documents. If there is a conflict or inconsistency between your application and your agreement then the agreement has precedence, to the extent of the conflict or inconsistency.
- Invoicing and tax requirements
 - 1. The parties agree:
 - a. to enter into a recipient created tax invoice (RCTI) arrangement;
 - b. We can issue tax invoices in respect of the supplies by you to us under this agreement;

- c. You will not issue tax invoices in respect of the supplies by you to us under this agreement;
- d. You acknowledge and warrant you are registered for GST when you enter into this agreement; and
- e. If you cease to be registered for GST, you will notify us in writing within 5 business days.

If this RCTI arrangement is unable to be implemented or ceases, you will issue invoices in respect of the supplies by you to us under this agreement.

14. Attachments

- Attachment 1 – *Acknowledgment and Publicity Guidelines*
- Attachment 2 – *Activity Final Report Template*

Execution

SIGNED for and on behalf of the STATE OF VICTORIA represented by and acting through the Department of Education, Learning and Training, ABN 30 485 XXX XXX, by:

Name and position of authorised representative	Frank Smith Program Manager
Sign here: Frank Smith	Date: 15/01/20xx

Witness

Name of Witness	Jessica Lyon
Sign here: Jessica Lyon	Date: 15/01/20xx

SIGNED for and on behalf of ABC Foundation, ABN 42 113 XXX XXX, by the following authorised delegates of ABC Foundation.

Complete this section including your name and position details

Name and position of authorised representative	Susan Rose President
Sign here: Susan Rose	Date: 11/01/20xx
Name and position of second authorised representative	Barbara Jones Secretary
Sign here: Barbara Jones	Date: 11/01/20xx