



**Australian Government**

**Department of the Environment**

## **FUNDING AGREEMENT**

### **Protecting National Historic Sites 2014-15 Programme**

Project: [Insert Project title]

Project ID: [Insert Project ID]

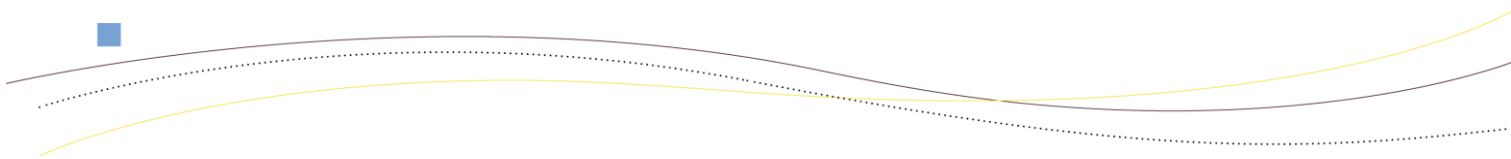
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Commonwealth of Australia as represented by the  
Department of the Environment

ABN 34 190 894 983 (**Department**)

[insert name of Recipient]

ABN: [insert ABN of Recipient] (**Recipient**)



# PART A – Project specific details

## 1. How this Agreement works – overview

### 1.1 Components of this Agreement

This Agreement is comprised of:

- (a) Part A – these Project specific terms and conditions, and the execution page;
- (b) Part B – the standard terms and conditions that apply to funding by the Department; and
- (c) Part C – Programme specific terms and conditions that apply to the Protecting National Historic Sites Programme.

### 1.2 Defined terms

Unless the contrary intention is expressed, capitalised terms in this Part A are defined at the front of either Part B or Part C.

## 2. Agreement Details

Item No.	Description	Clause reference	Details
2.1	<b>Department details</b>	1	Commonwealth of Australia as represented by the Department of the Environment ABN 34 190 894 983
2.2	<b>Department Representative</b>	1	Position: Director, Small Grants Section Biodiversity Conservation Division Phone: 1800 653 004 Email: <a href="mailto:heritagegrants@environment.gov.au">heritagegrants@environment.gov.au</a>
2.3	<b>Recipient details</b>	1	[insert name of Recipient] ABN [insert ABN of Recipient]
2.4	<b>Recipient Representative</b>	1	Name: [insert name] Position: [insert position] Phone: [insert phone number ] Email: [insert email]
2.5	<b>Site details</b>	23	The exact location of the Site is as follows: Address: [insert address] Latitude: [insert Latitude] Longitude: [insert Longitude]

2.6	<b>GST</b>	7.3 and 7.5	<p>The Recipient is / is not [<b>delete one</b>] a Government Related Entity.</p> <p>The Recipient is / is not [<b>delete one</b>] registered for GST.</p>
2.7	<b>Exclusion from a perpetual Creative Commons Attribution Licence (CC-BY 3.0)</b>	11.2	None specified.
2.8	<b>Confidential Information</b>	13	<p>Department's Confidential Information: [Department to insert any confidential information of the Department, otherwise insert 'Not applicable']</p> <p>Recipient's Confidential Information: [Insert any confidential information described by the Recipient and that the Department agrees should be considered confidential, otherwise insert 'Not applicable'.]</p>
2.9	<b>Insurance</b>	16	<p>As at the Commencement Date:</p> <p>(a) to the extent required by Law, workers' compensation insurance in respect of the Recipient's liability for any loss or claim by a person employed or otherwise engaged, or deemed to be employed or otherwise engaged, by the Recipient in connection with the Project; and</p> <p>(b) public liability insurance covering legal liability (including liability assumed under contract) for loss or damage to property or injury or death to persons arising out of or in connection with carrying out the Project for an insured amount of \$10 million per occurrence and not less than \$20 million in aggregate.</p>
2.10	<b>Address for notices</b>	20	<p><b>Department:</b></p> <p>Position: Director, Small Grants Section Biodiversity Conservation Division The Department of the Environment</p> <p>Postal address: GPO Box 787 CANBERRA ACT 2601</p> <p>Physical address: John Gorton Building King Edward Terrace PARKES ACT 2600</p> <p>Email: <a href="mailto:heritagegrants@environment.gov.au">heritagegrants@environment.gov.au</a></p> <p><b>Recipient:</b></p> <p>Name: [insert name]</p> <p>Position: [insert position]</p> <p>Postal address: [insert postal address]</p> <p>Physical address: [insert physical address]</p>

			Email: [insert email]
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### 3. Project

#### 3.1 Project title

[insert Project title]

#### 3.2 Project ID

[insert Project ID]

#### 3.3 Project description

[insert Project description]

#### 3.4 Project Outcomes

The Project will contribute to the intended outcomes of the Programme, which are:

- improved conservation, preservation and access to Australia's National Heritage List places recognised for their historic heritage values; and
- improved awareness of, and engagement with, these sites.

#### 3.5 Project Activities

The Project Activities essential to the achievement of the Project Outcomes are listed below:

*<delete not applicable activity/activities>*

- Conservation or preservation activities identified in the Conservation Management Plan.
- Development of a new Conservation Management Plan, revision of an existing Conservation Management Plan, or improved management arrangements.
- Maintaining or enhancing the values of a site through development of facilities to enhance visitor understanding and physical access to sites.

The specific Project Activities to be undertaken are listed below:

*<insert project budget activity/activities>*

- [insert activity]
- [insert activity]
- [insert activity]
- [insert activity]

#### 3.6 Additional requirements

None specified.

### 4. Project Period

The Project Period commences on the Commencement Date and ends no later than 30 June 2017.

## 5. Funds

### 5.1 Maximum amount of Funds

The maximum amount of approved Funds payable by the Department under this Agreement will be \$[insert total Funds] (exclusive of GST).

### 5.2 Payment

The Funds will, subject to clause 6.1, be paid within 30 days of each payment Milestone date specified in the Milestone Schedule.

### 5.3 Annual allocation of Funds

Annual allocation of Funds (GST exclusive)			
	2014/15	2015/16	2016/17
<b>Department Funds</b>	\$[insert amount]	\$[insert amount]	\$[insert amount]
		<b>TOTAL (GST exclusive)</b>	\$[insert amount]

## 6. Milestone Schedule

No.	Milestone description	Milestone due on or before	Amount (excluding GST)
<b>2014/2015</b>			
1	Signing of Agreement by the Department	Commencement Date	\$[insert amount]
<b>2015/2016</b>			
2	Delivery and acceptance by the Department (within 2 weeks of receipt) of the Project Plan as specified in clause 25.	3 August 2015, or such later date as the Project Plan is approved by the Department.	\$[insert amount]
3	Delivery and acceptance by the Department (within 2 weeks of receipt) of the mid-year progress report for the 2015/2016 financial year as specified in clause 35.4.	15 February 2016, or such later date as the mid-year progress report for the 2015-16 financial year is approved by the Department.	\$[insert amount]

No.	Milestone description	Milestone due on or before	Amount (excluding GST)
4	Delivery and acceptance by the Department (within 2 weeks of receipt) of the pre-end-of-financial-year project status notice as at 31 May 2016 as specified in clause 35.3.	15 June 2016, or such later date as the pre-end-of-financial-year project status notice is approved by the Department.	Not applicable
<b>2016/2017</b>			
5	Delivery and acceptance by the Department (within 2 weeks of receipt) of the end-of-year progress report for the 2015/2016 financial year as specified in clause 35.4.	15 July 2016, or such later date as the end-of-year progress report for the 2015/2016 financial year is accepted by the Department.	\$(insert amount)
6	Delivery and acceptance by the Department (within 2 weeks of receipt) of the financial report for the 2015/2016 financial year to the Department as specified in clause 35.5.	15 September 2016, or such later date as the financial report for the 2015/2016 financial year is accepted by the Department.	\$(insert amount)
7	Delivery and acceptance by the Department (within 2 weeks of receipt) of the mid-year progress report for the 2016/2017 financial year as specified in clause 35.4.	15 February 2017 or such later date as the mid-year progress report for the 2016/2017 financial year is accepted by the Department.	\$(insert amount)
8	Delivery and acceptance by the Department (within 2 weeks of receipt) of the pre-end-of-financial-year project status notice as at 31 May 2017 as specified in clause 35.3.	15 June 2017, or such later date as the pre-end-of-financial-year project status notice is approved by the Department.	Not applicable
9	Delivery of final report and financial report to the Department as specified in clauses 35.4 and 35.5.	Within 40 Business Days after the end of the Project Period or the earlier termination of this Agreement	Not applicable
<b>TOTAL</b>			<b>\$(insert amount)</b>

## 7. Recipient Contributions and Other Contributions

- (a) The total amount of the Recipient's Contributions and / or Other Contributions is \$[insert amount] (exclusive of GST) and must be paid in accordance with the Project Budget.
- (b) The types and amounts of the Recipient's Contributions and the sources, types and amounts of the Other Contributions must be fully set out in the Project Budget.

## 8. Project Budget

### 8.1 Funds granted/contributed

Payer	Amount (GST exclusive)
Department	\$[insert amount]
Recipient Contributions	\$[insert amount]
Other Contributions	\$[insert amount]
<b>TOTAL (GST exclusive)</b>	<b>\$[insert amount]</b>

### 8.2 Planned expenditure

Use by date	Expenditure item	Amount (GST exclusive)
30 June 2017	[insert activity]	\$[insert amount]
30 June 2017	[insert activity]	\$[insert amount]
30 June 2017	[insert activity]	\$[insert amount]
30 June 2017	[insert activity]	\$[insert amount]
30 June 2017	[insert activity]	\$[insert amount]
30 June 2017	[insert activity]	\$[insert amount]
30 June 2017	[insert activity]	\$[insert amount]
30 June 2017	[insert activity]	\$[insert amount]
30 June 2017	[insert activity]	\$[insert amount]
30 June 2017	[insert activity]	\$[insert amount]
30 June 2017	Applicant cash contribution	\$[insert amount]
30 June 2017	Other cash contributions	\$[insert amount]
<b>TOTAL (GST exclusive)</b>		<b>\$[insert amount]</b>

# Execution page

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**EXECUTED as an agreement**

## DEPARTMENT SIGNATURE BLOCK

**SIGNED** for and on behalf of the Commonwealth of Australia as represented by the **Department of the Environment** ABN 34 190 894 983 by a duly authorised representative

in the presence of

\_\_\_\_\_  
Name of authorised representative (print)

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## RECIPIENT SIGNATURE BLOCK

**Note: The signature block of the Recipient will vary depending upon the nature of the entity signing.**

**SIGNED** for and on behalf of [insert name of Recipient] ABN [insert ABN of Recipient] by a duly authorised representative who warrants that they have the authority to sign this Agreement on behalf of [insert name of Recipient]

in the presence of:

\_\_\_\_\_  
Name of authorised representative (print)

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date