Funding Deed (Long Form)

**The Crown in right of the State of New South Wales acting through**
**the Department of Education**

<Recipient Name>

Activity Schedule

| **Item 1** | **Department** |
| --- | --- |
| Name:  | The Crown in right of the State of New South Wales acting through the Department of Education. |
| ABN:  | 40 300 173 822 |
| Address for notices: | 105 Phillip Street Parramatta 2150 |
| Email address for notices: | screenfund@det.nsw.edu.au |
| Department contact: | Name: | Ian McCarthy |
|  | Position | Director, Strategic Analysis & Research |
|  | Telephone | 02 7814 1480 |
|  | Email | Ian.mccarthy4@det.nsw.edu.au |
| **Item 2** | **Administering Organisation**  |
| Name: | <insert full legal Recipient name> |
| Legal entity status: | [ ]  Company[ ]  Incorporated Association[ ]  Unincorporated Partnership [ ]  Individual[ ]  Other: <specify> |
| Trustee of a trust: | The Administering Organisation [is] [is not] entering into this Deed as a trustee of a trust. |
| Business Name:  | <insert> |
| ABN:  | <insert> |
| Address for notices: | <insert address for service of notices> |
| Email address for notices: | <Insert email address for service of notices, if required. The email address for notices should be accessible by more than one person.> |
| Contact: | Name: | <insert> |
|  | Position | <insert> |
|  | Telephone | <insert> |
|  | Email | <insert> |

| **Item 3****Clause 1.2** | **Deed Term** |
| --- | --- |
| Deed Start Date: | <Insert start date e.g. The date of execution of this Agreement by the last party to execute.> |
| Deed End Date: | <Insert end date e.g. [Date] unless earlier terminated by either party, or extended by the Department, in accordance with this Agreement.> |

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| --- | --- |
| **Item 4****Clauses 2 and 16.3** | **Activity Details** |
| Funding Program: | Screen Use and Addiction Research Fund |
| Activity: | <insert name and description of funded Activity> |
| Activity Objectives: | <insert description of purposes/goals for the Activity> |
| Activity Start Date: | <insert start date for Activity; otherwise insert: Not Used.> |
| Activity Period: | <insert period during which Activity will be conducted, commencing on Activity Start Date and ending on a specified date or within a specified period thereafter; otherwise insert: Not Used.> |
| Activity Plan: |

|  |  |
| --- | --- |
| **Milestone 1:** <insert description of milestone> | **Expected completion date:** <insert due/expected date for milestone completion> |
| Activities to be undertaken to achieve this milestone | Start date | End date | Responsibility |
| <insert> |  |  |  |
|  |  |  |  |
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| --- | --- |
| **Milestone 2:** <insert description of milestone> | **Expected completion date:** <insert due/expected date for milestone completion> |
| Activities to be undertaken to achieve this milestone | Start date | End date | Responsibility |
| <insert> |  |  |  |
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| Activity Budget: |

| **Activity income** | **Total $ (GST excl.)** |
| --- | --- |
| Funding from Department | $<insert> |
| Contribution from Recipient | $<insert> |
| Funds from other contributors |  |
| * Grant (Commonwealth):
 | $<insert> |
| * Grant (other NSW government agency):
 | $<insert> |
| * Grant/s (other):
 | $<insert> |
| **Total Activity income:** | **$<insert>** |

|  |
| --- |
| **Activity expenditure** |
| Category | Item | Capital Asset | Estimated budget (GST excl.) |
| Personnel | <e.g. 1xProject Officer at $35p/h for 35 hours/week for 6 months> | N/A | $<insert> |
| Consultant |  | N/A | $<insert> |
| Equipment |  | [ ]  Y [ ]  N | $<insert> |
| Software |  | [ ]  Y [ ]  N | $<insert> |
| Travel |  | [ ]  Y [ ]  N | $<insert> |
| Facilities and administration |  | [ ]  Y [ ]  N | $<insert> |
| Other |  | [ ]  Y [ ]  N | $<insert> |
| **Total Activity Expenditure:** |  | **$<insert>** |
| Activity costs met by in-kind contribution |  | $<insert> |

 |
| Activity Risk Assessment: | <insert> [Attachment 1] |
| Approved Subcontractors: | <If Recipient may subcontract any part of the conduct of the Activity to a pre-approved subcontractor, identify the subcontractor/s here.> |
| Lead Researcher: |

|  |  |
| --- | --- |
| Name: | <insert> |
| Position | <insert> |
| Address | <insert> |
| Telephone | <insert> |
| Email | <insert> |

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| --- | --- |
| **Item 5****Clauses 3 and 15.3(d)** | **Significant Assets** |
| Significant Asset Threshold Value: | <insert> |
| Significant Asset Retention Period: | <insert> |
| Significant Assets held on trust | The Significant Assets [are/are not] held on trust for the Department. |

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| --- | --- |
| **Item 6****Clauses 2 and 4** | **Funding and payment** |
| Funding: | The total amount of the Funding is $<amount> (GST excl.)Interest cannot be earned on the Funding. |
| Payment: | Recipient Created Tax Invoices will not be issued by the Department in respect of the Funding.Subject to this Deed, the Funding will be paid by direct transfer to the Administering Organisation's Nominated Account in accordance with the below Payment Plan:

|  |
| --- |
| **Payment Plan** |
| **Instalment number and amount** | **Payment trigger** | **Expected Date for payment** |
| GST excl | GST | Total (GST incl.) |  |  |
| 1. $<insert> | $<insert> | $<insert> | Execution of Funding Deed [and receipt of Correctly Rendered Tax Invoice/issue of CRTI] | <insert> |
| 2. $<insert> | $<insert> | $<insert> | Satisfactory completion of Milestone 1 [and receipt of Correctly Rendered Tax Invoice/issue of RCTI] | <insert> |
| 3. $<insert> | $<insert> | $<insert> | Satisfactory completion of Milestone 2 [and receipt of Correctly Rendered Tax Invoice/issue of RCTI] | <insert> |
| 4. $<insert> | $<insert> | $<insert> | Final Report approved by Department [and receipt of Correctly Rendered Tax Invoice/issue of RCTI] | <insert> |

 |
| Nominated Account: | Account name: | <insert> |
| Account number: | <insert> |
| Financial institution: | <insert> |
| Contribution: | [ ]  Yes [ ]  No |

| **Item 7****Clause 2** | **Notified Policies and Standards** |
| --- | --- |
|  | Consistent with Clause 2.b.v, the Administering Organisation must act in compliance with all applicable laws, Funding Program conditions and any policies and standards that the DoE may advise from time-to-time, including but not limited to: 1. the Supplier Code of Conduct published at <https://buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct>;
2. the Code of Conduct and related implementation document published at [Code of Conduct (nsw.gov.au)](https://education.nsw.gov.au/policy-library/policies/pd-2004-0020)
3. the Working with Children Check Policy published at <https://education.nsw.gov.au/policy-library/policies/pd-2005-0264>
4. the NSW Government Brand Framework published at <https://www.nsw.gov.au/branding/nsw-government-brand-framework>
5. the Values in NSW Public Schools Policy published at <https://education.nsw.gov.au/policy-library/policies/pd-2005-0131>
6. the Work Health and Safety Policy and related procedures published at <https://education.nsw.gov.au/policy-library/policies/pd-2013-0454> in relation to any access and use of Department premises
7. The Information Security Policy and Guidelines published at https://education.nsw.gov.au/policy-library/policies/pd-2015-0465?refid=285776
8. Cyber Security Policy – published at <https://www.digital.nsw.gov.au/policy/cyber-security/cyber-security-policy>
9. Child Safe Standards – published at <https://ocg.nsw.gov.au/sites/default/files/2021-12/g_CSS_GuidetotheStandards.pdf>
10. Program Guidelines, as attached and published at – [Application forms and guidelines (nsw.gov.au)](https://education.nsw.gov.au/about-us/our-people-and-structure/higher-education-and-tertiary-policy/screen-related-addiction-research-fund/application-forms-and-guidelines)
11. Frequently asked questions, as published at – [FAQs (nsw.gov.au)](https://education.nsw.gov.au/about-us/our-people-and-structure/higher-education-and-tertiary-policy/screen-related-addiction-research-fund/faqs)
12. All general and project-specific conditions required as part of State Education Research and Partnerships (SERAP) approval, including adherence to the following national statements on ethics:
	1. [NHMRC National Statement on Ethical Conduct in Human Research](https://www.nhmrc.gov.au/about-us/publications/national-statement-ethical-conduct-human-research-2007-updated-2018),
	2. [Australian Code for the Responsible Conduct of Research](https://www.nhmrc.gov.au/about-us/publications/australian-code-responsible-conduct-research-2018),
	3. [Australian Association for Research in Education (AARE) Code of ethics](https://www.aare.edu.au/research-and-advocacy/research-ethics/), and
	4. [AIATSIS Code of Ethics for Aboriginal and Torres Strait Islander Research](https://aiatsis.gov.au/research/ethical-research)
13. [Additional Policies to be inserted as required upon grant approval, depending on Recipient’s key project focuses and technology implemented].
 |

| **Item 8****Clause 9** | **Reports** |
| --- | --- |
|  |

| **Report Name** | **Required content** | **Reporting Period and date for submission** | **Form and method of delivery** | **Special requirements** |
| --- | --- | --- | --- | --- |
| Research Protocol  | Full description of the research project and will:* act as a ‘manual’ for members of the research team to ensure adherence to the current approved version of the protocol
* allows research staff, whether at the same location or at multiple locations (in the case of a multi-site study), to carry out the study in exactly the same way (i.e. standardised), so that the data can be combined across participants and sites.

The specific content of the protocol will vary depending on the research focus and research question, but the following common areas must be addressed in all protocols: * Title
* Project team roles and responsibilities
* Resources
* Background and rationale (including research questions/aims and objectives)
* Study design (including methodological approach)
* Participants – selection (inclusion and exclusion criteria) & withdrawal
* Participant recruitment procedures
* Consent procedures
* Details of all study procedures (eg research activities)
* Data collection
* Data management
* **Data analysis plan** (including statistics – sample size justification; accounting for bias, confounding factors, missing information; how data will be measured and analysed)
* Data linkage
* Outcome measures
* Dissemination and publication plans
* Secondary and future use of data
 | Prior to the commencement of the research project | Research Protocol template provided with SERAP applicationCompleted form to be submitted via SERAP Online | The protocol must be approved by a Human Research Ethics Committee (HREC) and have received SERAP approval prior to the commencement of the research project. This applies also to any subsequent modifications or variations to the protocol. |
| Progress report | Report on progress of the Activity to date with reference to the Objectives and including progress against MilestonesA statement of Instalments received to the end of the reporting periodThe amount of Instalments and Contribution (if applicable) spent on the Activity during the reporting period, with supporting evidence including receipts and invoices when requested by the Department | Every 6th month, to be submitted within 10 Business Days of expiry of the relevant reporting period. | Reporting templateCompleted form to be submitted via screenfund@det.nsw.edu.au | Report to be certified by Administering Organisation’s Managing Director/Chief Executive Officer or equivalent |
| Annual statutory declaration concerning employees |  | Within 20 Business Days of:a) the end of each Financial Year during the Term; andb) expiry or termination of this Deed | Statutory declaration in the form at Attachment [2]Completed form to be submitted via screenfund@det.nsw.edu.au | Statutory declaration to be made by Organisation’s Chief Financial Officer or equivalent. |
| Completion report | Full report on the conduct of the Activity during the Activity Period including:- A summary of the progress achieved, measured against the Milestones, including achievements and any difficulties encountered- A summary of any steps taken to promote the Activity - An assessment of the Activity’s contribution to any stated Objectives- Any publications referring to the conduct of the Activity- Any additional information which may be reasonably required by the Department | Within 20 Business Days of expiry or termination of this Deed | Reporting templateCompleted form to be submitted via screenfund@det.nsw.edu.au | Report to be signed by Administering Organisation’s Managing Director/Chief Executive Officer or equivalent. |
| Financial Acquittal | A detailed [and independently audited] financial statement containing:(a) receipts and application of the Funding including each Instalment;(b) a statement as to completeness and accuracy of financial accounts; and(c) the balance of any unspent Instalments/Funding | Within 20 Business Days of termination or expiry of the Deed. | No required format.Financial Acquittal to be submitted via screenfund@det.nsw.edu.au | Financial Acquittal to be signed by Administering Organisation’s Chief Finance Officer or equivalent  |

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| --- | --- |
| **Item 9****Clause 11** | **IP** |
| IP ownership | This Agreement does not affect ownership of IP in Existing Material. The Department retains ownership of any Existing Material produced or created by the Department, consistent with Clause 11<insert details of any Activity Material in which IP is to be owned by the Department, otherwise insert <not used>> |
| Acknowledgement of creators | <insert> |

| **Item 10****Clause 8** | **Funding Acknowledgement** |
| --- | --- |
|  | <insert>Where Funding is provided for infrastructure or capital works, the Administering Organisation will acknowledge the Funding in accordance with the funding acknowledgement guidelines at: <https://www.nsw.gov.au/branding/sponsorship-and-funding-acknowledgment-guidelines/funding-acknowledgement-guidelines>.  |

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| **Item 11****Clause 13.3** | **Insurance** |
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|  |  |  |
| --- | --- | --- |
| Type of Insurance | Insured Amount ($AUD) | Additional period after Deed termination or expiry |
| Broad form public liability | $10 million | <insert> |
|  |  |  |
| Workers compensation | As required by relevant laws | <insert> |
|  |  |  |
| Professional indemnity | $1 million | <insert> |
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| **Item 12****Clause 1.1**  | **Additional conditions** |
| --- | --- |
| AC1 | The Administering Organisation may not undergo a Change in Control without the Department’s prior written approval. The Department may immediately terminate this Deed at any time by written notice to the Administering Organisation if a Change in Control in the Administering Organisation occurs without the Department’s approval. |
| AC2 | Without limiting the Department’s rights to terminate under clause 15, the Department may terminate this Deed by giving the Administering Organisation 30 days’ notice if the Lead Researcher is no longer employed by the Administering Organisation or is unable to complete the Project for any other reason. |
| AC3 | Without limiting the Department’s rights to terminate under clause 15, the Department may terminate this Deed immediately on written notice to the Administering Organisation if the funding deed between the Administering Organisation and the [insert administering body] dated [insert date of third-party funding deed] is terminated.  |
| AC4 | The Administering Organisation agrees that, if the Department undertakes an independent evaluation of the Screen Use and Addiction Research Fund under which the Activity is funded, the Administering Organisation will cooperate with the independent evaluation of the process by which the Activity has been administered and conducted, as well as the outcomes of the Activity.  |

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| --- | --- |
| **Item 13****Clause 1.1** | **Attachments** |
| Attachment 1 | Activity Risk Assessment. |
| Attachment 2 | Statutory Declaration as to employees. |
| Attachment 3 | Project Plan. |

| Execution |
| --- |
| **Executed as a Deed**: |  |
| **Signed, sealed and delivered** for and on behalf of **the Crown in right of the State of New South Wales acting through the Department of Education** by its duly authorised officer, <insert authorised officer name and position>, but not so as to incur personal liability. |  |
|  | Signature |
| In the presence of: |  |
| Name of witness | Signature of witness |
| Date:  |  |

[Alternatives 1A and 1B - where Administering Organisation is a corporation]

**Guide Note:** Alternatives 1A and 1B provide for execution by a company not using its common seal. If the company has a sole director who is also sole company secretary then the signature of that sole director and secretary will suffice (alternative 1B). Otherwise, two directors or one director and one company secretary should sign (alternative 1A). The names of directors can be checked by conducting a paid ASIC Search at <https://connectonline.asic.gov.au>.

| **Signed, sealed and delivered** by <Recipient name and ABN> in accordance with section 127 of the *Corporations Act 2001* (Cth).By: <insert name and position of director 1>. |  |
| --- | --- |
|  | Signature |
| And by <insert name and position of director 2 or company secretary>. |  |
|  | Signature |
| Date:  |  |

| **Signed, sealed and delivered** by <Recipient name and ABN> in accordance with section 127 of the *Corporations Act 2001* (Cth).By: <insert name and position of sole director/secretary> who states that s/he is the sole director and sole secretary of <Company name>. |  |
| --- | --- |
|  | Signature |
| Date:  |  |

[Alternative 2 - where Administering Organisation is an individual]

| **Signed, sealed and delivered** by <insert name of individual>. |  |
| --- | --- |
|  | Signature |
| In the presence of: |  |
| Name of witness who is not a party to this Deed. | Signature of witness |
| Date:  |  |

[Alternative 3 - where Administering Organisation is a partnership]

**Guide Note:** A partner may only execute a deed on behalf of a partnership if s/he has been authorised by deed to do so. (A partner may execute a Deed on behalf of a partnership if there is evidence of an agreement as between the partners authorising the executing partner to do so.) In the absence of the requisite authority, all partners should be asked to sign.

| **Signed, sealed and delivered** by <insert name and position of partner authorised to sign on behalf of the partnership> for and on behalf of <insert partnership name> who is authorised to sign on behalf of the partnership.By: <insert name and position> |  |
| --- | --- |
| On: <insert date> | Signature |
| In the presence of: |  |
| Name of witness who is not a party to this Deed. | Signature of witness |

[Alternative 4 - where Administering Organisation is an incorporated association]

| **Signed, sealed and delivered** by <insert name and ABN/other registration number of the incorporated association> in accordance with its constitution and any requirements for execution contained in the statute that establishes the incorporated association.By:  |  |
| --- | --- |
| Print name and position of authorised signatoryOn: <insert date> | Signature |
| In the presence of: |  |
| Name of witness who is not a party to this Deed. | Signature of witness |
|  |  |
| And by: Print name and position of authorised signatory 2 |  |
| At: <insert location>On: <insert date> | Signature |
| In the presence of |  |
| Name of witness who is not a party to this Deed. | Signature of witness |

General Terms and Conditions

# Scope of this Deed

## Parts of this Deed and priority

### This Deed consists of the following parts (in order of precedence):

#### these General Terms and Conditions

#### the Activity Schedule;

#### the Attachments (if any); and

#### any other documents incorporated by reference.

### If there is any inconsistency between these parts, unless expressly stated otherwise it will be resolved by applying the above order of precedence, with (i) taking highest priority.

## Term

This Deed will be for the Term unless earlier terminated in accordance with its terms.

# The Activity

The Administering Organisation must, in accordance with this Deed:

### provide the Department with a Research Protocol that includes a full description of the research project, a detailed data analysis plan, and an Activity Risk Assessment before the Activity Start Date;

### carry out the Activity:

#### within the Activity Period, so as to promote the Objectives;

#### in accordance with the Activity Plan and any Activity Budget;

#### using the Lead Researcher (if any);

#### diligently, to a professional standard and ensuring that any Administering Organisation Personnel who are engaged on the Activity are appropriately qualified, trained and experienced and hold any required clearances; and

#### in compliance with all applicable laws, Funding Program conditions and any Notified Policies and Standards;

### if a Lead Researcher is nominated in the Activity Schedule:

#### ensure the Lead Researcher is competent and has the necessary skills to perform and oversee the Activity; and

#### immediately notify the Department in writing if the Lead Researcher is no longer employed by the Administrating Organisation and/or moves to another organisation at any time during the Term.

### not sub-contract the conduct of the Activity or any part of it, except to an Approved Subcontractor, without the Department’s prior consent; and

### hold all necessary licences, consents and approvals required to conduct the Activity.

# Significant Assets

### The Administering Organisation must ensure that any Significant Asset purchased wholly or partly with the Funding is recorded in an Asset Register that is kept current at all times.

### Subject to clause 15.3(d) (Deliver-up Significant Assets), and unless otherwise agreed in writing by the Department, the Administering Organisation must retain ownership of any Significant Asset purchased wholly or partly with the Funding for the Term and for the Significant Asset Retention Period.

### If the Activity Schedule specifies that Significant Assets are held on trust for the Department then the following clauses apply:

#### A Significant Asset that is purchased by the Administering Organisation:

##### wholly with the Funding is held by the Administering Organisation on trust for the benefit of the Department; and

##### partly with the Funding is held by the Administering Organisation on trust for the Department as to a proportionate share of the value of that Significant Asset.

#### The Administering Organisation must do all things reasonably requested by the Department, including execute any necessary documents, to give full effect to, and protect, the trust created by this clause 3 (Significant Assets).

#### Subject to clause 15.3(d) (Deliver-up Significant Assets), all Significant Assets cease to be held by the Administering Organisation on trust for the Department upon termination or expiry of this Deed.

# Funding and payment

### The Administering Organisation must:

#### use the Funding only for the Activity and during the Activity Period; and

#### if required, provide the Contribution.

### Subject to this Deed, if the Administering Organisation meets its obligations under this Deed to the Department’s reasonable satisfaction, the Department will pay the Funding to the Administering Organisation in accordance with the Activity Schedule.

### Unless otherwise agreed, payment will be by direct transfer to the Administering Organisation’s Nominated Account.

### Payment of any amount of the Funding is not an admission by the Department that the Administering Organisation has met its obligations under this Deed to the Department’s reasonable satisfaction.

### Any interest earned on the Funding must be spent on the Activity unless otherwise approved in writing by the Department.

### The Administering Organisation must immediately deposit and keep all Funding in its Nominated Account, which must be an account with an Australian branch of an established bank, building society or credit union, which is solely controlled by the Administering Organisation and allows for the Funding to be separately identified.

### Subject to clause 5, the Administering Organisation must pay all taxes, duties and government charges imposed in connection with this Deed.

# GST

### If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Deed and the supplier is registered for GST, subject to receipt of a Correctly Rendered Tax Invoice (or in conjunction with the issue of an RCTI if applicable and agreed) the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Deed.

### The Administering Organisation must immediately notify the Department if its GST registration status changes during the Term.

### If, for any reason, the Department pays to the Administering Organisation an amount under this clause (GST) which is more than the GST imposed on a particular supply by the Administering Organisation to the Department, the Administering Organisation must immediately repay to the Department the excess or the Department may set off the excess against any other amounts due to the Administering Organisation.

### Subject to this clause 5 (GST), if the Activity Schedule specifies that RCTIs will issue in respect of the Funding, the Administering Organisation agrees that:

#### the Department will issue it with an RCTI; and

#### the Administering Organisation will not issue a tax invoice,

in respect of any taxable supply that the Administering Organisation makes under this Deed.

# Withholding payment and repayment

### The Department may, by notice, withhold payment of any amount of the Funding if and for so long as it reasonably believes that:

#### the Administering Organisation has not complied with this Deed;

#### the Administering Organisation is unlikely to conduct the Activity or administer the Funding in accordance with this Deed; or

#### the Administering Organisation’s actions will cause damage to the reputation of the Department or its Funding Program.

### If any amount of the Funding:

#### has been incorrectly claimed or overpaid;

#### has not been spent in accordance with this Deed;

#### has been spent upon a Significant Asset that is disposed of in breach of this Deed;

#### is surplus to the requirements of the Activity; or

#### is unspent upon termination or expiry of this Deed,

then the Department may, by notice:

#### require the Administering Organisation, within no less than twenty (20) Business Days, to repay that amount to, or to otherwise deal with that amount as directed by, the Department; or

#### deduct that amount from any future payments of Funding, or other funding, payable by the Department to the Administering Organisation.

### If the Administering Organisation does not make any required repayment of Funding under this Deed by the due date for payment the Department may recover the amount as a debt due to the Department without the need for further proof.

# Reduction in Funding

### Without limiting other rights under this Deed, the Department may reduce the Funding agreed but not yet paid to the Administering Organisation under this Deed by giving at least 20 Business Days’ notice to the Administering Organisation:

#### **(Loss of Funding)** if the Department does not receive sufficient funds from the NSW Parliament or the Commonwealth Government to provide the Funding for the Activity; or

#### **(Change of policy)** if there is a change in NSW Government policy which affects the Funding Program or the Activity.

### If the Funding is reduced under this clause the Department will:

#### agree with the Administering Organisation any necessary consequent variation to this Deed, for example, by way of reduction in scope of the Activity; and

#### pay the Administering Organisation’s reasonable, substantiated costs (other than loss of profit or income) necessarily and directly incurred as a result of the reduction in the Funding and any consequent variation to the Deed (“Reduction in Funding Costs”), provided that:

##### the Administering Organisation uses its best efforts to minimise its Reduction in Funding Costs; and

##### the total amount of Reduction in Funding Costs payable will not exceed the total amount of unpaid Funding forfeited through reduction in the Funding under this clause 7 (Reduction in Funding).

# Acknowledgement of Funding and publicity

### The Administering Organisation must:

#### ensure that all public statements relating to the Activity or the Funding acknowledge the provision of the Funding by the Department;

#### comply with any Department requirements in respect of the form and content of any acknowledgement of Funding, as specified in the Activity Schedule; and

#### not use Department or NSW Government branding or logos except with the Department’s prior consent.

### The Administering Organisation must notify the Department before making any press or other announcements, publications or releases relating to this Agreement.

### If requested, the Administering Organisation must use best efforts to ensure the Department and its Minister are given a reasonable opportunity to participate in media coverage or other promotion of the Activity.

### The Department may publicise and report on the provision of the Funding to the Administering Organisation, including the amount and purpose of the Funding and the nature and outcomes of the Activity. This may include:

#### the Administering Organisation’s name;

#### the amount of Funding provided;

#### the title and brief description of the Activity; and

#### any results or outcomes arising out of the Funding.

### If requested, the Administering Organisation must promptly remove its acknowledgement of the Funding and any Department or NSW Government logo from any material relating to the Activity if the Department reasonably requests it (for example, if the Department determines that the Activity is not consistent with the Activity Objectives).

# Reports and review

## Reports

### The Administering Organisation must provide:

#### the required Reports in relation to its conduct of the Activity, as and when required by this Deed; and

#### any additional reports or information that may be reasonably requested by the Department from time to time, for example to address specific issues of concern, as and when requested.

### If the Department does not accept a Report as satisfactory, the Administering Organisation must submit a revised Report within ten (10) Business Days of the Department’s request.

### The Administering Organisation must provide the Department with drafts of any publications resulting from the Activities undertaken by the Lead Researcher at least 4 weeks before being submitted for publication or released publicly.

### The term ‘publications’ includes (but is not limited to):

#### journal articles,

#### conference abstracts or paper presentations,

#### reports (interim, final or summary),

#### blogs or social media posts,

#### online commentaries, debates or analyses (e.g., articles for The Conversation),

#### a Master’s or PhD thesis being made publicly available through TROVE or a University’s thesis repository.

#### Aside from the Completion report (see Item 8 of the Activity Schedule), you must provide the Department and any participating schools with an executive summary of the research suitable for wider dissemination. We may also ask you to present your research findings to the Department.

#### You can email reports and other research output to the Department at: screenfund@det.nsw.edu.au.

## Review

### The Department is entitled to regularly review (either directly or through a third-party contractor acting as the Department’s authorised representative) the Administering Organisation’s implementation of this Deed, including:

#### its conduct of the Activity against the Objectives; and

#### its expenditure of the Funding and any required Contribution against the Activity Budget and the Activity Plan.

### To facilitate the Department’s review the Administering Organisation must, on reasonable notice:

#### make appropriate personnel available to meet with, and/or discuss, the implementation of the Deed with the Department or its authorised representative;

#### make available to the Department or its authorised representative, for inspection and the making of copies as appropriate, all relevant Records reasonably requested and assist the Department in that inspection and the obtaining of any requested copies; and

#### allow the Department or its authorised representative reasonable access to any site of the Activity to inspect the conduct of the Activity.

# Records

The Administering Organisation must:

### keep and maintain accurate, complete and adequate financial and operational Records in respect of its implementation of this Deed, including Records of:

#### its conduct of the Activity; and

#### its receipt and expenditure of the Funding and any required Contribution,

### during the Term and for seven (7) years following termination or expiry of this Deed; and

### provide copies of these Records to the Department upon request.

# IP

### The Administering Organisation must adhere to an IP policy, approved by its governing body, which has as one of its aims the maximisation of benefits to Australia arising from publicly funded research.

### Subject to clauses 11(c) and 11(d), unless otherwise stated in the Activity Schedule, the Administering Organisation owns the IP in the Activity Material.

### This Deed does not affect ownership of IP in Existing Material.

### The Department owns the IP in:

#### the Department Material; and

#### any Activity Material that the Parties have agreed in writing (including as stated in the Activity Schedule) is to be owned by the Department,

### and the Administering Organisation assigns (and must procure the assignment of) all such IP to the Department immediately upon its creation.

### To the extent that Activity Material is owned by the Administering Organisation in accordance with this clause 11, the Administering Organisation grants (and will ensure any relevant third party IP owners grant) the Department and the State a worldwide, permanent, non-exclusive, irrevocable, royalty-free, transferable licence (including the right to sub-license) to use, reproduce, communicate, publish, adapt and modify the Activity Material for non-commercial, government purposes.

### To the extent that:

#### Activity Material is owned by the Department in accordance with this clause 11; or

#### the Department provides the Administering Organisation with any Department Material,

### the Department grants to the Administering Organisation a non-exclusive, revocable, non-transferable, royalty free licence during the Term to use, reproduce, modify and adapt such Activity Material or Department Material (as applicable) for the sole purpose of, and only to the extent necessary to perform, the Activity.

### The Administering Organisation must obtain, and, if requested, provide to the Department in conjunction with the required final report or acquittal, signed Moral Rights consents from all creators of the Activity Material:

#### if specified in the Activity Schedule that authorship will be acknowledged, to their use and adaptation by the Department and the State without restriction, subject to acknowledgment of the authorship of the creator; or

#### otherwise, to their use and adaptation by the Department and the State without restriction or any requirement to attribute authorship to the creators.

### If requested by the Department, the Administering Organisation must provide the Department with a copy of any Activity Material in the format reasonably requested.

### The Administering Organisation warrants that the use of Activity Material in accordance with this Deed will not infringe any third party’s IP rights.

# Confidentiality, privacy and child protection

### Neither Party may disclose the other’s Confidential Information without the other’s prior consent unless the disclosure:

#### is required or authorised by law, Parliament, the Department’s responsible Minister or by this Deed;

#### is reasonably required by a person, including a contracted auditor of the Department, for the purpose of performing this Deed;

#### is required for the Department to perform a governmental function including research and analysis in respect of the Funding Program, monitoring performance of this Deed, evaluation of the outcomes of this Deed and/or the Funding Program and reporting on the Funding Program; or

#### is to that Party’s own professional advisers for the purpose of obtaining advice, or to its insurer for the purpose of claim management.

### Each Party will ensure that any third party to which it discloses Confidential Information under a permitted disclosure is made aware of the confidential nature of the information.

## Compliance with Privacy Legislation

To the extent that it deals with Personal Information in conducting the Activity, the Administering Organisation must:

### comply, and ensure that its Personnel comply, with applicable Privacy Legislation;

### not cause the Department to breach any obligations imposed by the Privacy and Personal Information Protection Act 1998; and

### immediately notify the Department if it becomes aware of an actual or potential breach of privacy.

## Child Protection

### The Administering Organisation acknowledges that they are aware of the requirements of the Child Protection Laws.

### The Administering Organisation must ensure that they comply with:

#### the requirements of the Child Protection Laws; and

#### Policies of the Department relating to child protection as notified to the Administering Organisation from time to time.

### The Administering Organisation must, at their own cost, certify that the Administering Organisation and their Personnel are not a ‘prohibited person’ under any Child Protection Laws and undergo any screening, such as ‘Working with Children Checks’, a National Police Check from the NSW Police Force or the Criminal Records Branch of the Australian Federal Police, as required by laws or the Department. To be clear, any of the Administering Organisation’s Personnel who are a ‘prohibited person’ must not provide any services which involve contact with children in connection with this Agreement.

### The Administering Organisation must provide evidence of the Personnel checks and clearances when requested by the Department.

## Information sharing (child protection)

### The Administering Organisation must immediately notify the Department of any matters they become aware of which may impact the welfare or safety of a child, including whether any Personnel involved in the Activity have been referred to or charged by police.

### The Administering Organisation must immediately notify the Department of any charges or allegations related to ‘serious criminal offences’ or any personnel. A ‘serious criminal offence’ means any offence punishable by imprisonment of 12 months or more.

## Photos and videos of students

The Service Administering Organisation must not take photos or videos of any children and students, unless approved by the Department in writing.

# Risk Management

## Administering Organisation representations and warranties

The Administering Organisation represents and warrants that, as the date of its execution of this Deed:

### (**information**) all information provided by it to the Department is true and correct;

### (**authority**) it has full power and authority to enter into this Deed and to perform its obligations;

### (**validity**) the execution, delivery and performance of the Deed by it has been validly authorised;

### (**skills, expertise**) it has the expertise, skills, qualifications and resources required to perform its obligations under the Deed;

### (**no conflict of interest**) other than those (if any) disclosed in its Funding application, to the best of its knowledge, neither the Administering Organisation nor its Personnel have any actual, perceived or potential conflicts of interest in relation to the Activity;

### (**no adverse proceedings**) it is not aware of any circumstances, including any financial circumstances or litigation or other proceedings that are taking place, pending or threatened, which might affect its ability to perform the Deed; and

### (**working with children**) it has ensured that its officers, agents, subcontractors and volunteers engaged in child-related work (if applicable), have working with children check clearance, as required under the *Child Protection (Working with Children) Act 2012.*

## Notice of adverse events

### The Administering Organisation must promptly notify the Department as soon as it becomes aware of:

#### any material change to any representation and warranty given under this Deed;

#### any significant delay or suspension of the Activity, including if the Activity is inactive for more than forty (40) Business Days; or

#### any other matter that is reasonably likely to adversely affect its conduct of the Activity or its performance of this Deed,

and, in consultation with the Department, take available steps to lessen the impact of any such adverse event.

## Insurance

### The Administering Organisation must procure and maintain, with a reputable insurance company, each of the following policies:

#### broad form public liability insurance (incorporating products liability insurance) for the minimum amount specified in the Activity Schedule in respect of each and every occurrence and unlimited in the number of such occurrences over any one period of cover, during the Term and for any additional period post termination or expiry specified in the Activity Schedule;

#### workers’ compensation in accordance with applicable legislation in respect of all employees of the Administering Organisation; and

#### any other policy specified in the Activity Schedule.

### The Administering Organisation must, on request, produce evidence satisfactory to the Department that its required insurance policies are current.

## Indemnity

### The Administering Organisation must indemnify and keep indemnified the Department and its officers, employees, and agents from and against any claim, loss or damage arising in connection with this Deed.

### The Administering Organisation’s obligation to indemnity the Department under this clause will be reduced proportionately to the extent that any negligent or unlawful act or omission by the Department, its officers, employees or agents contributed to the relevant loss or damage.

## Working with children

Without limiting clause 13.1(g) or the Administering Organisation’s obligations to comply with laws, the Department may at any time require the Administering Organisation to arrange for its Personnel engaged in the performance of this Deed to comply with any Working with Children Check requirements according to the Department’s policies, and in compliance with the *Child Protection (Working with Children) Act 2012* and all related laws concerning child protection. This will be at the Administering Organisation’s cost.

# Disputes

1. The Parties must attempt to settle any dispute in relation to this Deed in accordance with this clause 14 (Disputes) before resorting to court proceedings or other dispute resolution process.
2. A Party claiming that a dispute has arisen, must give written notice of the dispute to the other Party. On receipt of this notice the Parties must within ten (10) Business Days of receipt seek to resolve the dispute.
3. If the dispute is not resolved within this ten (10) Business Day period or within such further period as the Parties agree in writing then the dispute is to be referred to the Australian Commercial Dispute Centre (“ACDC”) for mediation.
4. The mediation shall be conducted in accordance with the ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
5. If the dispute is not settled within twenty (20) Business Days (or such other period as agreed in writing) after appointment of the mediator, or if no mediator is appointed within twenty (20) Business Days of the referral of the dispute to mediation, the Parties may pursue any other procedure available at law for the resolution of the dispute.
6. If the Department requests it, the Administering Organisation must continue performing this Deed while a dispute is being dealt with in accordance with this Clause 14 (Disputes), to the extent practicable to do so.
7. Nothing in this clause 14 (Disputes) will prevent either Party from seeking urgent interlocutory relief.

# Termination

## Termination by Department for cause

Without limiting other rights under this Deed or at law, the Department may terminate this Deed with immediate effect by giving notice to the Administering Organisation, if:

### (**Breach capable of remedy**) the Administering Organisation breaches a provision of this Deed and fails to remedy the breach within twenty (20) Business Days following receipt of a notice requiring the Administering Organisation to do so (or such longer period as determined by the Department);

### **(Breach not capable of remedy)** the Administering Organisation breaches a provision of this Deed and, in the Department’s reasonable opinion, the breach is incapable of remedy;

### **(Inappropriate conduct)** in the Department’s reasonable opinion, the Administering Organisation’s actions will cause damage to the reputation of the Department or its Funding Program; or

### **(Change in Control)** there is a Change in Control of the Administering Organisation that, in the Department’s reasonable opinion, renders the Administering Organisation no longer eligible to receive the Funding.

## Termination by Department without cause

### Without limiting other rights under this Deed or at law, but subject to the terms of this clause 15.2 (Termination by Department without cause) the Department may terminate this Deed without cause (and without the need to give reasons) by giving at least twenty (20) Business Days’ notice to the Administering Organisation.

### If the Department terminates this Deed without cause under this clause 15.2 (Termination by Department without cause) the Department will pay the Administering Organisation’s reasonable, substantiated costs (other than loss of profit or income) necessarily and directly incurred as a result of the termination (“Early Termination Costs”), provided that:

#### the Administering Organisation uses its best efforts to minimise its Early Termination Costs; and

#### the total amount of Early Termination Costs payable will not exceed the total amount of unpaid Funding forfeited through termination under this clause 15.2 (Termination by Department without cause).

## On termination

Unless otherwise agreed, the Administering Organisation must, within ten (10) Business Days of termination:

### **(Return unspent Funding)** repay to the Department, in accordance with its direction, any unspent Funding;

### (Provide Reports and other Material) provide to the Department:

#### any Reports due to, or otherwise reasonably requested by, the Department; and

#### any Activity Material which is owned by, or licensed to, the Department under this Deed, in a format, and with associated explanatory material, which permit the Department to exercise its IP rights in respect of that Activity Material;

### **(Return Confidential Information)** return any Confidential Information provided by the Department; and

### **(Deliver-up Significant Assets)** if the Department terminates this Deed under clause 15.1 (Termination by Department for cause) and requires delivery-up of Significant Assets purchased wholly with the Funding, deliver-up to the Department any such required Significant Assets.

# General

## Relationship

### The Administering Organisation acknowledges that neither the Administering Organisation nor any of its Personnel are employees, partners or agents of the Department.

### The Administering Organisation must not, and must ensure that its Personnel do not, represent that the Administering Organisation or a member of its Personnel is an employee, partner or agent of the Department.

## Variations, consents and waivers

All variations to this Deed and all consents, approvals and waivers must be in writing and variations must be signed by both Parties.

## Subcontracting and assignment

### The Administering Organisation must not:

#### subcontract any part of the Activity other than to an Approved Subcontractor; or

#### assign its rights under all or any part of this Deed,

#### without the prior written consent of the Department.

### Any consent given by the Department in accordance with this clause 16.3 (Subcontracting and assignment) does not relieve the Administering Organisation of its obligations under this Deed.

## Notices

### A notice under this Deed must be in writing and delivered to the address or email address of the recipient Party as specified in the Activity Schedule or as that Party otherwise directs. A notice under this Deed will be taken to be delivered:

#### if by hand or by registered post, on delivery to the Party’s address for service and a signature is received as evidence of delivery;

#### if by post (other than registered post), on the sixth (6th) Business Day after posting; or

#### if by email, upon receipt by the sender of confirmation of delivery notification from an email server or a written acknowledgement from the recipient).

### Notwithstanding the immediately preceding subclause, if a notice is delivered or received on a day that is not a Business Day, or is delivered or received later than 5.00 pm (Sydney, New South Wales time), it will be taken to have been given or made at 9.00 am on the next Business Day.

## Counterparts

This Deed may be executed in any number of counterparts which taken together will form one Deed.

## Survival

The following clauses survive termination or expiry of this Deed: clause 6 (Withholding payment and repayment); clause 9 (Reports and review), clause 10 (Records); clause 11 (IP); clause 12 (Confidential Information); clause 13.3 (Insurance); clause 14 (Disputes); clause 15.2 (Termination by Department without cause); clause 15.3 (On termination); this clause 16.6 (Survival); clause 16.7 (Governing law and jurisdiction) and any other clause which by its nature is intended to survive this Deed.

## Governing law and jurisdiction

The Deed is subject to and must be construed in accordance with the laws for the time being in force in New South Wales and the Parties submit to the non-exclusive jurisdiction of courts of New South Wales.

## Entire Deed

This Deed constitutes the entire Deed and understanding between the Parties as to its subject matter. Any prior arrangements, representations or undertakings as to the subject matter of this Deed are superseded.

## Waiver and exercise of rights

Failure or omission by the Department at any time to enforce or require strict or timely compliance with any provision of the Deed will not in any way affect or impair that provision or the right of the Department to avail itself of the remedies it may have in respect of any breach of a provision.

## Severability

If any part of this Deed is prohibited, void, illegal or unenforceable, then that part is severed from this Deed but without affecting the continued operation of the remainder of the Deed.

**16.11 Electronic Signature and Exchange permitted**

 (a) In relation to the electronic exchange of documents:

(i) Parties may exchange executed counterparts of this Deed, or any other document required to be executed under this Deed, by delivery from one Party to the other Party by emailing a PDF (portable document format) copy of the executed counterpart to that other Party as an attachment to an email or by transmitting the executed counterpart electronically via a secure digital platform such as DocuSign (“Electronic Delivery”); and

(ii) Electronic Delivery of an executed counterpart will constitute effective delivery of the executed counterpart as if the original had been received, from the date and time that the email was sent, provided that the sending Party does not receive a delivery failure message within a period of 24 hours of the email being sent.

(b) Electronic signatures complying with a law applicable in New South Wales will be deemed original signatures for the purposes of this Deed and any such digital, scanned or electronically applied signature is to be treated in all respects as having the same effect as an original signature

# Interpretation

## Definitions

In this Deed, unless the context otherwise dictates, where appearing with a capital letter:

1. **Activity Material** means any Material (excluding any Department Material) created or developed by the Administering Organisation in conducting the Activity and/or performing this Deed and includes any of the Administering Organisation’s Existing Material that is incorporated in or supplied with the Activity Material.
2. **Activity Period** means the period identified as such in the Activity Schedule.
3. **Activity Schedule** means the Activity Schedule forming part of this Deed.

**Administering Organisation** means the entity identified as such in the Activity Schedule.

1. **Asset Register** means an asset register kept in accordance with Australian Accounting Standards.
2. **Attachment** means an attachment to this Deed.
3. **Business Day** means any day which is not a Saturday, Sunday or gazetted public holiday in the State of New South Wales.
4. **Change in Control** means any change during the Term in any person(s) who directly or indirectly exercise/s effective control over the Administering Organisation (including the ability to determine the outcome of decisions about the financial and operating and other policies of the Administering Organisation) by holding the majority of voting shares, units or other interests in the Administering Organisation or by any other means, which includes a change in ‘control’ as defined by section 50AA of the *Corporations Act 2001* (Cth),but does not include a change in respect of a local council if that change is due to an election.
5. **Child Protection Laws** mean:
6. Child Protection (Working with Children) Act 2012 (NSW);
7. Child Protection (Working with Children) Regulation 2013;
8. Children (Education and Care Services) National Law (NSW);
9. Children and Young Persons (Care and Protection) Act 1998 (NSW); and
10. all related laws concerning child protection.
11. **Claim** means all proceedings, applications, actions, claims, suits, demands, losses (including, except to the extent otherwise agreed in writing, costs, damages, expenses and liability, including consequential loss, indirect loss, loss of profit, loss of revenue, damages for loss of opportunity and legal costs), which may be brought against, made upon, or incurred by the Department, the State or their Personnel.
12. **Confidential Information** means any written or oral information of a Party that:
13. is by its nature confidential;
14. is designated as confidential; or
15. the receiving Party knows or ought to know is confidential,

but does not include information which is or becomes public knowledge other than by breach of this Deed.

1. **Conflict of Interest** means a situation where the exercise of a person’s duty or decision-making is influenced, potentially influenced, or may appear to be influenced, by a secondary interest, including (but not limited to) a private or business interest.
2. **Contribution** means the contribution toward the costs of the Activity, as specified in the Activity Schedule.
3. **Correctly Rendered Tax Invoice** means a tax invoice that:
4. complies with the requirements of the GST Law;
5. sets out details of the Activity undertaken for which the Funding or the relevant Instalment is claimed, applicable GST and the total amount payable; and
6. contains any other details and is accompanied by any other supporting information reasonably required by the Department.
7. **Deed** means this Deed as described in clause 1.1.
8. **Department** means the entity identified as such in the Activity Schedule.
9. **Department Material** means:
10. the Reports;
11. any additional reports provided in accordance with clause 9.1(a)(ii); and
12. any Material created or developed by the Department, its Personnel or its students in connection with this Deed.
13. **Departmental Priorities** means the identified research priority areas outlined on the Screen Use and Addiction Research Fund webpage, and goals outlined in the Department’s Plan for NSW Public Education.
14. **Existing Material** means Material developed independently of this Deed by either Party and includes Existing Material that is incorporated in or supplied as part of the Activity Material.
15. **Funding Program** means the funding program identified as such in the Activity Schedule.
16. **GST** has the meaning given to this term in the GST Law.
17. **GST Law** means *A New Tax System (Goods and Services Tax) Act* *1999* (Cth), related legislation and any delegated legislation.
18. **Instalment** means an instalment of Funding.
19. **IP** means all industrial and intellectual property rights whether created now or in the future, whether recognised in Australia or overseas, whether or not they are registered or capable of being registered and includes (without limitation), the rights in patents, knowhow, copyright, designs, semi-conductor or circuit layout rights, trademarks, trade secrets, plant breeder’s rights, business or company names or other proprietary rights.
20. **Material** includes all forms of works and subject matter in which IP may subsist, created or stored by any means, including (without limitation) documents, equipment, designs, templates, computer programs, software and applications, products, processes, devices, technologies, information and data.
21. **Moral Rights** means those rights recognised as belonging to the author or creator of Intellectual Property and includes, without limitation, those rights recognised under Part IX of the *Copyright Act 1968*, including the right of attribution, the right against false attribution and the right of integrity of creatorship.
22. **Parties** means the parties to this Deed and **Party** means either one of them.
23. **Party’s Representative** means, in relation to each Party, the person named as such in the Activity Schedule or such other person as the Party may, from time to time, nominate in writing.
24. **Personal Information** has the meaning contained in the *Privacy and Personal Information Protection Act (1998)* (NSW).
25. **Personnel** means any person employed or engaged by a Party.
26. **Privacy Legislation** means the *Privacy and Personal Information Protection Act 1998 (NSW)*, *Health Records and Information Privacy Act 2002 (NSW)* and the *Privacy Act 1988 (Cth)* and includes any directions, regulations, codes of practice and principles made under these Acts.
27. **RCTI** means recipient created tax invoice.
28. **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
29. **Reports** means the reports specified in the Activity Schedule.
30. **Significant Asset** means an item of capital expenditure (excluding real property) the value of which exceeds the Significant Asset Threshold Value.
31. **Significant Asset Threshold Value** means the amount specified as such in the Activity Schedule.
32. **Significant Asset Retention Period** means the period following termination or expiry of this Deed during which the Administering Organisation must continue to retain ownership of a Significant Asset, as specified in the Activity Schedule.
33. **State** means the Crown in right of the State of New South Wales.
34. **Supply** has the meaning given to this term by the GST Law.
35. **Term** means the duration of this Deed as specified in the Activity Schedule or until the date on which this Deed is terminated, whichever occurs first.

## Construction

Except where the context otherwise requires:

### a reference to a statute, regulation, ordinance or by-law will be deemed to extend to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing that law from time to time;

### a reference to a person which has ceased to exist or has been reconstituted, amalgamated or merged, or other functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place by which its said functions have become exercisable;

### where a word or phrase is given a defined meaning in this Deed, any other part of speech or other grammatical form in respect of such word or phrase shall unless the context otherwise requires have a corresponding meaning;

### the terms set out in the left column of the Activity Schedule have the meaning ascribed to them in the right column of the Activity Schedule;

### the word 'includes' in any form is not a word of limitation;

### no rule of construction operates to the detriment of a Party only because that Party was responsible for the preparation of this Deed or any part of it;

### where there occurs a reference to the doing of anything by the Department including giving any notice, consent, direction or waiver, this may be done by any duly authorised officer of the Department;

### where the Administering Organisation is comprised of more than one person, each obligation of the Administering Organisation will bind those persons jointly and severally and will be enforceable against them jointly and severally;

### the headings and contents list in this Deed are for convenience only and do not affect the interpretation of this Deed;

### where the Department is required to act reasonably in the performance of this Deed, that shall be read as a requirement to act as would a Party in the position of the Department which is acting reasonably in its own best interests;

### a reference to a group of persons is a reference to all of them collectively and to any two or more of them collectively and to each of them individually; and

### persons will be taken to include any natural or legal person.

Attachment [1] Activity Risk Assessment

*A risk is an uncertain event or condition that has a positive or negative effect on project objectives. Risks can affect anything: people, processes, technology, and resources.*

***Step 1:*** *Identify potential risks.*

***Step 2:*** *Determine probability. What are the odds a certain risk will occur? Rate each risk with high, medium, or low probability.*

***Step 3:*** *Determine Impact. What would happen if each risk occurred? Would the final delivery date get pushed back? Would the project go over budget? Identify which risks have the biggest effect on the project's outcomes, and rate them as high impact. Rate the rest as medium or low impact risks. Refer to the Risk Rating Guide.*

***Step 4:*** *Identify mitigation strategies. What actions can be taken to mitigate or prevent these risks?*

|  |
| --- |
| **Risk rating guide** |
| Low | Medium | High | Extreme |
| very low to no risk | effects are felt but not critical to achieving milestones | serious impact on achieving milestones | could result in failure to achieve |
|  |
| Risk*Please outline identified risks that could impact the delivery of Milestones* | Likelihood | Risk rating | Mitigation strategy *Please outline any actions to be taken to assist mitigation of the identified risk* | Comments |
| <insert> | <insert> | <insert> | <insert> | <insert> |
|  |  |  |  |  |
|  |  |  |  |  |

attachment [2] Statutory Declaration as
to employees

**STATUTORY DECLARATION**

**New South Wales, *Oaths Act 1900***

|  |  |
| --- | --- |
| *1 Insert the name, address and occupation of the person making the declaration* | 1. I, <insert>, do solemnly and sincerely declare that*:*
 |
| *2 Set out matter declared to in numbered paragraphs*  | 1. I am authorised on behalf of <insert> to make the following declarations about the Administering Organisation.
2. The Administering Organisationemployed an additional <insert number> full time equivalent employees making a total of <insert number> full time equivalent employees employed at <insert location> for the period or periods shown in the table at 4.
3. The following table sets out all of the employees employed at the Administering Organisation for the 12‑month period commencing <insert dd/mm/yyyy> and ending <insert dd/mm/yyyy>:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Employee Identifier** | **Commencement****date** | **Termination date (if applicable)** | **Employee status e.g.: full time, part time, casual** | **Average****Hours worked per week** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |

 |
|  | and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1900*. |
| *3 Signature of person making the declaration* |  |
| *4 Place**5 Day* *6 Month and year*  | Declared at 4 …………………….. on 5 ……………………… 6 ………………………Before me,  |
| *Identification* | I, (<insert name of authorised witness>, certify the following matters concerning the making of this statutory declaration by the person who made it: *[\* please cross out any text that does not apply]*1. \*I saw the face of the person *OR*  \*I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and
2. \*I have known the person for at least 12 months *OR* \*I have not known the person for at least 12 months, but I have confirmed the person’s identity using an identification

document and the document I relied on was [*describe identification document relied on]* |
| *7 Signature of person before whom the declaration is made  (authorised witness)* | 7  |
| *8 Full name, qualification and address of person before whom the declaration is made(authorised witness)(in printed letters) \*\** | 8 |

*\*\* The following persons may witness a statutory declaration in New South Wales:*

* *a justice of the peace;*
* *a notary public;*
* *a solicitor or barrister with a current New South Wales or interstate practising certificate;*
* *a commissioner of the court for taking affidavits; and*
* *a person by law authorised to administer an oath.*

attachment [3] Project plan

| Description of Deliverables | Grant instalment(excluding GST) | Activity Period | When to send invoice |
| --- | --- | --- | --- |
| Execution of Funding Deed and submission of final **Project Plan** |  | On or before <insert date> | On or after the Commencement Date and following approval by the Department of submission of satisfactory Project Plan |
| Submission of **Final Report**  |  | On or before <insert date> | Following written approval from the Department that the Final Report is satisfactory |
|  | **Total** |  |  |

|  |  |
| --- | --- |
| Objectives of Project (taken from Application) | <<Insert>><<insert>><<insert>><<insert>> |
|  |  |
|  |  |