



## REGIONAL CONSERVATORIUM GRANTS PROGRAM FUNDING AGREEMENT 2022/23 – 2024/25

<b>NAME OF PROJECT</b>	<b>Regional Conservatorium Grants Program</b>	
<b>FUNDER'S DETAILS (Us, We, Our)</b>	<b>Name</b>	The State of New South Wales through its Department of Education
	<b>A.B.N</b>	<b>40 300 173 822</b>
	<b>Address</b>	Level 11, 105 Phillip Street PARRAMATTA NSW 2150 GPO Box 33 SYDNEY NSW 2001
<b>RECIPIENT ORGANISATION'S DETAILS (You, Your)</b>	<b>Name</b>	Insert
	<b>A.B.N</b>	Insert
	<b>Address</b>	Insert
	<b>Incorporation Details</b>	Insert
		Incorporated under: Associations Incorporation Act 2009 (NSW) or Corporations Act 2001 (Cth)

**Table of Contents**

Background ..... 4

Operative Provisions ..... 4

- 1. Definitions and Interpretation ..... 4
- 2. How long the Funding lasts for..... 4
- 3. Provision of Funding ..... 4
- 4. Claiming a Payment ..... 5
- 5. GST ..... 5
- 6. How You must deal with the Funding ..... 6
- 7. Conduct of the Program ..... 7
- 8. Compliance with law ..... 7
- 9. Personnel..... 7
- 10. Capital Equipment..... 8
- 11. Records and Inspection..... 8
- 12. Reports ..... 9
- 13. Performance Monitoring and Evaluation..... 9
- 14. Publicity ..... 10
- 15. Intellectual Property and Project Materials ..... 10
- 16. Indemnity ..... 11
- 17. Insurance ..... 11
- 18. Confidentiality ..... 11
- 19. Changes ..... 12
- 20. Publicity and Reputation..... 12
- 21. Ending this Agreement..... 12
- 22. Obligations when this Agreement ends ..... 13
- 23. Dispute Resolution ..... 14
- 24. Information management ..... 14

25. Notices.....	15
26. General.....	15
<b>ATTACHMENT 1 AGREEMENT DETAILS.....</b>	<b>19</b>
<b>ATTACHMENT 2 BUDGET.....</b>	<b>25</b>
<b>ATTACHMENT 3 RECORDS AND REPORTS.....</b>	<b>26</b>
<b>ATTACHMENT 3A: Model Income and Expenditure Statement.....</b>	<b>30</b>
<b>ATTACHMENT 3B: Model Asset Register.....</b>	<b>33</b>
<b>ATTACHMENT 3C: Model Acquittal Certificate.....</b>	<b>34</b>
<b>ATTACHMENT 4 MODEL BUSINESS PLAN.....</b>	<b>35</b>
<b>ATTACHMENT 5 DICTIONARY AND INTERPRETATION.....</b>	<b>36</b>
Part 1 DICTIONARY.....	36
Part 2 INTERPRETATION.....	38
<b>ATTACHMENT 6 KEY PERFORMANCE MEASURES.....</b>	<b>40</b>

## Background

Subject to the availability of funding at the commencement of each funding year and You meeting the funding criteria, We agree to provide You, and You agree to accept, the Funding for the Program in accordance with the terms of this Agreement and the Program Guidelines.

## Operative Provisions

### 1. Definitions and Interpretation

- 1.1 **Dictionary:** In this Agreement, unless the contrary intention appears, a word with a defined meaning has the meaning given to that term in the dictionary in Attachment 5.
- 1.2 **Interpretation:** Rules for interpretation of this Agreement are set out in Attachment 5.

### 2. How long the Funding lasts for

- 2.1 **Funding Period:** The Funding will be provided for the Funding Period, subject to availability of funds.
- 2.2 **Extension of the Funding Period:** The Funding Period may be extended at Our discretion for a period and on the terms agreed by You and Us in writing.
- 2.3 **Funding is conditional:** Our obligation to provide the Funding is conditional on Us actually receiving an appropriate annual allocation from Treasury appropriation. If there is no appropriate annual allocation then there will be reduced or no Funding.
- 2.4 **No future promises:** There is no promise that You will receive any additional or future funding, in connection with the Program or otherwise. There is also no promise as to what terms would apply.

### 3. Provision of Funding

- 3.1 **Funding through instalments:** We will provide the Funding for the Program in Instalments, in accordance with, and subject to the terms of, this Agreement and the Program Guidelines.
- 3.2 **Conditions which must be satisfied before payment is made:** Payment of each Instalment is conditional upon each and all of the following:
  - (a) You have submitted the relevant Reports to Us in a form and timeframe satisfactory to Us; and
  - (b) You have met each and every obligation imposed on You under this Agreement (including the Performance Measures) and the Program Guidelines to Our satisfaction.
- 3.3 **Right to withhold Funding:** Without limiting Our rights under this Agreement, if:
  - (a) You fail to comply with one or more of Your Performance Measures to Our Satisfaction;
  - (b) We have a reasonable basis to believe that a Performance Measure will not be met;
  - (c) You fail to comply with any terms and conditions in this Agreement, then We may, upon notice, withhold payment of the Funding (or any part of it) until:
  - (d) You fully perform each and every Performance Measure to Our satisfaction;

- (e) We are otherwise satisfied that the Performance Measures will be met by You in accordance with this Agreement;
- (f) You comply with the terms and conditions of this Agreement to Our Satisfaction; or
- (g) this Agreement is terminated by Us in accordance with clause 21 (**Ending this Agreement**).

#### **4. Claiming a Payment**

4.1 **Payment of Instalments:** You and We enter into this Recipient Created Tax invoice (**RCTI**) agreement which relates to the supplies noted in this Agreement and accompanying documentation.

We will issue tax invoices in respect of these supplies. You will not issue tax invoices in respect of these supplies.

You acknowledge that You are registered for GST and that You will notify Us if You cease to be registered.

We acknowledge that We are registered for GST and that We will notify You if We cease to be registered.

Acceptance of a RCTI constitutes acceptance of the terms of this RCTI agreement.

Both parties to this supply agree that they are parties to an RCTI agreement as outlined in GSTR 2000/10. You agree to notify Us if You do not wish to accept the proposed agreement.

4.2 **Payment Request Form:** Our RCTI will be correctly rendered if:

- (a) it is fully completed;
- (b) it is accompanied by:
  - (i) the supporting documentation applicable for the Instalment; and
  - (ii) any other documentation requested by Us which evidences to Our satisfaction that the Performance Measures for the Instalment have been achieved.

#### **5. GST**

5.1 **Supply is GST inclusive:** Unless otherwise indicated, all consideration for any supply under this Agreement is inclusive of any GST imposed in relation to the supply.

5.2 **What happens if GST is imposed:**

- (a) Despite any other provision of this Agreement, GST is imposed on any supply by You to Us under this Agreement; and
- (b) We are or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply,

We will pay to You an additional amount equal to the GST imposed on that supply, at the time and in the manner payment is otherwise payable under this Agreement in relation to that supply.

5.3 **You must be GST registered:** You must be registered under the GST Law at the time of making any supply under this Agreement on which GST is imposed.

5.4 **Consequences of non-registration:** If You are not registered under the GST Law as required under clause 5.3, You will not be entitled to receive any additional amount as provided under this clause 5 (**GST**).

5.5 **If We pay You too much:** If for any reason We pay to You an amount under this clause 5 (**GST**) which is more than the GST imposed on the supply, You must repay the excess to Us on demand or We may set off the excess against any other amounts due to You.

## 6. How You must deal with the Funding

6.1 **Use of Funding:** You must:

- (a) use the Funding solely for the purpose of the Program as outlined in the Program Guidelines;
- (b) only use the Funding within the Funding Period;
- (c) not enter into any arrangements or commitments in relation to the Project that are incompatible or inconsistent with the purpose of the Funding; and
- (d) if applicable, subject to clause 9.5, pay the Funding to the End Recipient.

6.2 **Budget:** You must spend the Funding in accordance with the Budget unless otherwise approved by us in writing.

6.3 **Delayed or inactive Projects:** You must provide written notice to Us immediately if:

- (a) the Project will not commence within 60 days from the Commencement Date; and
- (b) the Project has been inactive for a period of 60 days or more.

6.4 **Repayment of Funding:** You must repay to Us:

- (a) Within 30 days of Our request or as otherwise agreed, any part of the Funding spent on purposes not approved by this Agreement.
- (b) If requested by Us, within 30 days of Our request or as otherwise agreed:
  - (i) the whole of the Funding, if the Project is delayed as described in clause 6.3(a); and
  - (ii) any part of the Funding which remains unspent, if the Project is inactive as described in clause 6.3(b).
- (c) Unless otherwise agreed, within 30 days of the earlier of:
  - (i) the expiry of the Funding Period; or
  - (ii) termination of this Agreement,any and all Unexpended Funding.

6.5 **Wrongful use of Funding:** If the Funding is used in a manner not consistent with the Agreement as determined by Us, then an amount equal to the wrongfully used funds must be paid to Us. Such funds must be paid within 14 days of a request from Us.

6.6 **Bank account:** To process and record all Funding receipts and expenditure You must, during the Funding Period, maintain either:

- (a) A separate account and hold the Funding in trust for the benefit of Us at a financial institution (e.g. bank, building society); or
- (b) If You can demonstrate to Our reasonable satisfaction that adequate internal financial controls are in place within the existing accounts for the identification of the Funding, a general agency account, operating in Australia.

6.7 **Interest:** The Funding must be paid into an interest earning account and, unless otherwise agreed by Us, all interest earned on the Funding must be used by You for the Project only in accordance with the terms of this Agreement.

## **7. Conduct of the Program**

- 7.1 **Program Performance:** You must perform all Projects within the Program in accordance with:
- (a) the Program Guidelines;
  - (b) the Strategic Plan and Business Plans;
  - (c) the expenditure set out in the Budget;
  - (d) any Special Conditions; and
  - (e) any directions given by Us from time to time.
- 7.2 **Key Performance Measures:** In implementing the Program, You must use Your best endeavours to achieve the Program's Performance Measures to Our reasonable satisfaction.
- 7.3 **Program Timeframes:** You must complete Projects or cause Projects to be completed, within the Funding Period and the timeframes specified in the Strategic Plan and Business Plans.

## **8. Compliance with law**

- 8.1 You must:
- (a) comply with all applicable standards, laws, regulations, policies and statements including complying with Your obligations under or arising from those specified in Item 8 Attachment 1;
  - (b) not do anything that would cause Us to breach Our obligations under any applicable laws, regulations and policies; and
  - (c) hold all rights, licences and consents required to conduct the Project and otherwise fulfil Your obligations under this Agreement.

## **9. Personnel**

- 9.1 **Appropriate personnel to perform Projects:** All positions subsidised by the Funding must be filled by persons that have appropriate skills, qualifications or experience for such positions. Qualifications of personnel to be kept on file and may be called upon at any time by Us.
- 9.2 **Responsibility for Personnel:** You acknowledge that all Personnel employed or otherwise engaged by You in the conduct of the Project are Your sole responsibility.
- 9.3 **Your employment policy:** You will ensure that Your employment policy complies with relevant legislation, policies and procedures of the NSW Government including: the legislation, policies and procedures listed in Item 8 Attachment 1, if any. All Personnel will be merit selected and have signed agreements available to Us upon request.
- 9.4 **Specified Personnel:** You must assign the Specified Personnel (if any) to work on the Project for the number of hours (if any) specified in Item 6 Attachment 1. If any member of the Specified Personnel is unable to work on the Project or is unable to work on the Project for the agreed hours, for any reason, You must notify Us immediately and provide replacement personnel with comparable skill and experience, approved by Us, at the earliest opportunity.
- 9.5 **Sub-contractors:** You:

- (a) May sub-contract all or part of the conduct of the Project to a sub-contractor (including a project partner) subject to Our prior written approval; and
  - (b) Will be responsible for ensuring the suitability of any sub-contractor (or project partner) for the work proposed to be carried out by them and that all work carried out by them meets the requirements of this Agreement. Any approval to sub-contract given by Us under clause 9.6(a) does not relieve You from any of Your obligations or liabilities under this Agreement. You remain fully responsible for the work and activities of any Subcontractor including those approved by Us.
- 9.6 **Special Conditions:** You must comply with the Special Conditions set out in Item 11 of Attachment 1, if any.

## 10. Capital Equipment

10.1 **Maintenance of an Asset Register:** You must maintain an Asset Register for each item of Capital Equipment purchased using the Funding and valued at over the amount set out in Item 7 of Attachment 1.

10.2 **Contents of the Asset Register:** You must ensure that:

- (a) all items of Capital Equipment are recorded in the Asset Register;
- (b) the Asset Register is kept current at all times; and
- (c) the Asset Register is kept in accordance with Australian Accounting Standards.

Failure to do so may result in the termination of this Agreement.

10.3 **Ownership:**

- (a) You acknowledge that each asset referred to in clause 10.1 You purchase wholly with the Funding is held in trust for Our benefit (and if partially purchased with the Funding then held in trust for Us as to a proportionate share of the value of that item of Capital Equipment). You must do all things reasonably requested by Us, including the execution of any necessary documents to give full effect to, and protect, this arrangement.
- (b) Subject to:
  - (i) Clause 22.3;
  - (ii) Your fully complying with Your obligations under this Agreement; and
  - (iii) Your completion of the Project to Our reasonable satisfaction, all Capital Equipment and other assets purchased by You with the Funding become Your property at the expiry of the Funding Period.

10.4 **Special Conditions:** You must comply with the Special Conditions set out in Item 7 of Attachment 1, if any.

## 11. Records and Inspection

11.1 **Records:** You must:

- (a) ensure that adequate financial and operational records and registers, including those specified or referred to in Part A of Attachment 3 (if any), are kept and maintained whilst carrying out the Projects;



- (b) retain the records referred to in this clause 11 (**Records and Inspection**) throughout the Funding Period and for 7 years after the ending of this Agreement.
  - (c) upon Our request, arrange for the records, books of account and documents relating to the Projects to be made available for inspection by Our authorised representative (including the taking of such extracts and the making of such copies as the representative considers appropriate) and assist the representative in carrying out the inspection.
- 11.2 **Accountability:** We have statutory obligations to ensure the accountability of expenditure of funds including the Funding and, accordingly, You are required to be accountable for all of the Funding You receive under this Agreement.
- 11.3 **Inspection:** You must permit Us, or any person authorised by Us, upon reasonable notice (at least 48 hours) and at any reasonable time, to inspect the implementation of the Program.
- 11.4 **Non-compliance with Agreement:** If at any time We consider the Project is not being conducted by You in accordance with the provisions of this Agreement, We may request that You take the steps or make the changes as are specified in writing by Us to You to achieve compliance with the Agreement within a reasonable time.

## 12. Reports

- 12.1 **Required reports.** You will:
  - (a) submit the Reports to Us;
  - (b) at Our request, submit, within the timeframe stipulated by Us, any other information or reports that may be necessary to establish to Our satisfaction that the terms of this Agreement and the Performance Measures have been or are being satisfied by You.
- 12.2 **Notification of insolvency.** You undertake to immediately notify Us of any resolution or event or matter in connection with You involving an event of insolvency including if You go into liquidation or to enter into any scheme or arrangement with Your creditors under any applicable insolvency law.

## 13. Performance Monitoring and Evaluation

- 13.1 **Operation of Project:** You and We agree to monitor and evaluate the Project against:
  - (a) the Key Performance Measures;
  - (b) the Budget; and
  - (c) Your compliance with the terms of this Agreement.
- 13.2 **Performance monitoring:** We may at any time carry out monitoring of Your operations and compliance with this Agreement including compliance with applicable laws and the Program Guidelines (**Performance Monitoring**).
- 13.3 **Carrying out monitoring:** We will carry out Performance Monitoring by any means including through 'census' information collection processes or other data collection processes or by requesting a self-assessment, monitoring and/or auditing all Your records and any other information provided by You, by attending Your site(s), interviewing personnel. This includes giving access to correspondence and reports from anyone relating to the Projects or the use of

Funding. This Performance Monitoring may be carried out by any person authorised by the Department (for example, external contractors).

13.4 **Assistance:** You will provide all assistance, information or access required by Us to enable the Performance Monitoring to be carried out within the requested timeframe.

13.5 **Cooperation:** You:

- (a) acknowledge that Our representative will maintain regular contact with You to monitor the implementation of the Project and of this Agreement; and
- (b) agree to co-operate with Our representative in this role; and
- (c) agree to Our representative attending Your Board or committee meetings and visiting the Projects at any reasonable time, upon giving you reasonable notice.

13.6 **Research and Surveys:** You are required to participate and contribute to requests for the provision of statistical and program information for the purpose of research and surveys conducted by Us or an authorised representative. No such request will require the breach of any duty of confidentiality owed by You to clients.

## 14. Publicity

14.1 **Acknowledgement:** You will ensure that all public statements relating to the Program or the Funding acknowledge the provision of the Funding by Us.

14.2 **Our right to publicise:** We may publicise the awarding of the Funding at any time after it is awarded, including:

- (a) Your name;
- (b) the amount of the Funding; and
- (c) the title and brief description of the Program and the Program results.

14.3 **Special Conditions:** You must comply with the Special Conditions set out in Item 9 of Attachment 1, if any.

14.4 **Acknowledgement of NSW Government Funding:** You must:

- (a) acknowledge the NSW Government's contribution in any written material in relation to the project;
- (b) use the NSW Government logo in accordance with the NSW Government Style guide in any publicity provisions of any kind (including any brochures, signage, advertising and invitations); and
- (c) issue an invitation to a government representative to any lunch or public event associated with the funding and when they are able to attend, they are acknowledged as official guests. Where practicable, they should be afforded the courtesy of publicly addressing the event.

## 15. Intellectual Property and Project Materials

15.1 **Ownership of IP:** Any Intellectual Property in all Project Materials created by You in the performance of the Project will be retained by You, or relevant third parties, as the case may be.

15.2 **Grant of licence:** You grant, and will ensure third parties grant, to Us, without cost, a non-exclusive, irrevocable, royalty free and transferable licence to use, reproduce, communicate to the public and adapt for Our own purposes all Intellectual Property in the Project Materials.

15.3 **Moral Rights:** You must hold, or obtain, consents from all authors of the Project Materials to Your and Our use and adaptation, without restriction and without any requirement to attribute the Project Materials to its authors.

15.4 **Copies of Project Materials:** If Project Materials are produced for publication as part of the Project, then 3 copies of these Project Materials shall be submitted to Us with the Final Program Performance Report.

## 16. Indemnity

16.1 **Your Indemnity:** You must (at all times) indemnify, hold harmless and defend Us and Our Personnel (“**those indemnified**”) from and against all liability or loss (including reasonable legal costs and expenses), which those indemnified pay, suffer, incur or are liable for in respect of any act or omission by You or Your Personnel in connection with or arising out of this Agreement. It includes (for example):

(a) any infringement or alleged infringement of any Intellectual Property (including Moral Rights) arising from the activities of the Project; and

(b) any unlawful, wrongful, wilful or negligent act or omission of You or Your Personnel.

16.2 **Reduction of Indemnity:** Your liability to indemnify those indemnified under this Agreement will be reduced proportionally to the extent that any unlawful, wrongful, wilful or negligent act or omission of those indemnified caused or contributed to the liability or loss.

16.3 **Continuing Obligation:** The indemnity in this clause is a continuing obligation of You separate and independent of any of Your other obligations and will continue after ending of this Agreement.

## 17. Insurance

17.1 **Obligation to insure:** You must ensure that insurance policies specified in Item 10 of Attachment 1 are taken out and maintained with a reputable insurance company throughout the Funding Period.

17.2 **Production of policies:** You must, on request, produce satisfactory evidence to Us that any or all of the insurance policies required under this Agreement are current.

17.3 **Special Conditions:** You must comply with the Special Conditions relating to insurance set out in Item 10 of Attachment 1, if any.

## 18. Confidentiality

18.1 **Obligation to keep confidential:** You must ensure that You have appropriate protocols to keep Our Confidential Information in confidence.

18.2 Each party must not disclose the Confidential Information of the other to any person including the media without the other’s prior written consent. In relation to Us, our Confidential Information includes any materials (such as reports) developed arising from or in relation to the delivery of the Projects.

18.3 No piece or body of information will be regarded as in the public domain merely because it contains information in the public domain or is covered by a general disclosure which is in the public domain.

- 18.4 **Limited Disclosure:** A party ('first party') may disclose the other's Confidential Information to the first party's personnel and legal and professional advisors provided the first party ensure that the recipient:
- (a) keeps the Confidential Information confidential; and
  - (b) does not use the Confidential Information except for the purposes of this Agreement.

## 19. Changes

- 19.1 Written agreement between You and Us must be obtained for any variation to:
- (a) this Agreement;
  - (b) any of the following matters disclosed in Your application for the Funding and outlined in the Attachments to this Agreement:
    - (i) the nature/purpose of the Projects;
    - (ii) the way in which the Projects are to be carried out and completed;
    - (iii) the Budget.
- 19.2 **Retaining Unexpended Funding.** Subject to clause 6.4, You may apply to retain any Unexpended Funding using the 'Request for Retention of Surplus Funds' form. We may approve or reject that request in Our absolute discretion. Unless We approve Your request, You must return the Unexpended Funding to Us in accordance with clause 6.4 of this Agreement.

## 20. Publicity and Reputation

- 20.1 You must not disclose, distribute or otherwise communicate any media release, promotional material or publicity about or in relation to this Agreement, Your relationship or otherwise refer to Us (including use of Our logo) without Our prior written approval.
- 20.2 You must, and must ensure that your Personnel will, maintain Our good name and reputation at all times. This includes taking no action which prejudices that good name and reputation. It also includes ensuring that You deliver the Projects in a competent, courteous, safe, reliable and to 'best practice' standards. To be clear, You must not engage in any media, publicity or activities that would prejudice Our good name and reputation.

## 21. Ending this Agreement

- 21.1 **Termination for convenience on 20 days:** We may terminate this Agreement in whole or in part, for any or no reason, by giving You 20 days' written notice ('Notice of Termination for Convenience'). If We exercise this right, You agree that You are not entitled to any compensation as a result of such termination. If the Agreement is ended in part, then the Funds will be reduced proportionately to the scope reduction. You must give back to Us any excess funds as a result of the scope reduction.
- 21.2 **Ending or suspension for default:** You will not allow an Event of Default to occur. (*An Event of Default is defined below.*)

- (a) **(Not allowed a default event)** If an Event of Default occurs, You will immediately notify Us of the event and provide sufficient detail to Us to allow Us to assess the significance and impact of the event.
- (b) **(Our rights if default occurs)** If an Event of Default occurs or if there is a Financial Viability Issue, then We may, by notice to You, immediately:
  - (i) suspend all or part of Your rights under the Agreement
  - (ii) withhold in whole or in part any Funding
  - (iii) exercise any of Our other rights under the Agreement; or
  - (iv) terminate all or part of the Agreement.
- (c) **(Defining an Event of Default)** An Event of Default means any of the following (whether or not caused by anything outside the control of You):
  - (i) **Your performance:** in Our opinion You are not carrying out the Project diligently and competently
  - (ii) **KPMs:** You have not achieved the Key Performance Measures to the satisfaction by Us
  - (iii) **Use of Funds:** You have in Our opinion used or are using the Funding or part of the Funding for purposes other than those for which the Funding is made
  - (iv) **Your capacity:** We consider (subject to applicable laws) that there has been a material change in circumstances in Your financial position, Your structure or Your identity
  - (v) **Complaint:** A complaint about You is upheld by a Departmental investigation.
  - (vi) **non-compliance:** You have not complied with any term of the Agreement
  - (vii) **incorrect or incomplete statement:** any statement made by You is incorrect or incomplete in a way which would have affected the decision to enter this Agreement
  - (viii) **untrue matter:** a representation, warranty or statement made by You is untrue or misleading or a reply by You to a question made by, or on behalf of, Us, is untrue or misleading
  - (ix) **compliance unlawful:** it is unlawful for You to comply with any of Your obligations under the Agreement or it is claimed to be so by You
  - (x) **authorisation ceasing:** an authorisation, licence or consent necessary to allow You to comply with Your obligations under the Agreement is withheld or ceases to be in full force and effect

## 22. Obligations when this Agreement ends

22.1 **Delivery of Reports and Return of Confidential Information:** You must, except to the extent agreed between Us and You in writing, provide to Us within 7 days of ending of this Agreement:

- (a) any reports due to Us under this Agreement or otherwise requested by Us; and
- (b) all Our Confidential Information used by You or Your Personnel in their possession and all copies of such information.

- 22.2 **No entitlement to further payment:** For the avoidance of doubt, upon ending of this Agreement You will not be entitled to any further payments under this Agreement, notwithstanding that the amount paid to You could be less than the Funding specified in this Agreement.
- 22.3 **Delivery of Assets:** If this Agreement is terminated by Us before the end of the Funding Period You must deliver to Us or Our representative all Capital Equipment purchased or leased by You using the Funding.
- 22.4 **Transfer Investments:** Upon the termination of this Agreement You must transfer to Us, free of charge, all investments made by You using the Funding if requested to do so by Us.
- 22.5 **Our rights and remedies not prejudiced:** Any termination of this Agreement by Us is without prejudice to any of Our accrued rights or remedies.
- 22.6 **Survival:** Clauses 6 (**How you must deal with the Funding**), 10.3 (**Ownership**), 11 (**Records and Inspection**), 12 (**Reports**), 13 (**Performance Monitoring and Evaluation**), 15 (**Intellectual Property and Project Materials**), 16 (**Indemnity**), 17 (**Insurance**), 18 (**Confidentiality**), 20 (**Publicity and Reputation**), 22 (**Obligations when this Agreement ends**) and any other provision of this Agreement which by its nature should survive termination shall survive termination, expiry or repudiation of this Agreement.

## 23. **Dispute Resolution**

- 23.1 You and We must attempt to settle any dispute in relation to this Agreement in accordance with this clause before resorting to court proceedings or other dispute resolution process:
- (a) 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 14 days of receipt seek to resolve the dispute.
  - (b) If the dispute is not resolved within a 14-day period or within such further period as the parties agree in writing then the dispute is to be referred to the Australian Dispute Centre (**ADC**) for mediation.
  - (c) The mediation will be conducted in accordance with the ADC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
  - (d) If the dispute is not settled within 28 days (or such other period as agreed to in writing between the parties) after appointment of the mediator, or if no mediator is appointed within 28 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.
  - (e) If We request it, You must continue performing this Agreement while a dispute is being dealt with in accordance with this clause, other than such obligations (or part thereof) which are the subject of the dispute, to the extent practicable to do so.
- 23.2 Nothing in this clause will prevent either party from seeking urgent interlocutory relief.

## 24. **Information management**

- 24.1 Your Information

- (a) We may collect from You or any other source, information about You that relates to Your performance under the Agreement and the provision of funding to You (**Your Information**). This includes any information that You provide to Us including under any application and any feedback We obtain from third parties regarding You.
- (b) The AFP Information may include general information or Personal Information about Your Personnel or others.

## 24.2 Privacy

- (a) Personal Information has the same meaning as in applicable Privacy Laws. It includes 'Sensitive Information'. (Privacy Laws is defined below.)
- (b) You must comply with, including when dealing with Personal Information, all applicable privacy laws including:
  - (i) the *Privacy Act 1988* (Cth);
  - (ii) the *Privacy and Personal Information Protection Act 1998* (NSW) - as if You are a 'public sector agency'; and
  - (iii) the *Health Records and Information Privacy Act 2002* (NSW).
  - (iv) Any codes of practice and principles issued under those Acts. (These are the **Privacy Laws**).

## 25. Notices

25.1 **Change of contact details:** You must inform us within 7 days of any changes to Your contact details set out in Item 1 of the Attachment 1.

25.2 **Notice Requirements:** A notice under this Agreement must be:

- (a) in writing, directed to the representative of the other party as set out in Item 1 of Attachment 1; and
- (b) forwarded to the address, facsimile number or the email address of that representative as set out in Item 1 of Attachment 1.

25.3 **When a notice is served:** A notice under this Agreement will be deemed to be served:

- (a) for delivery in person – when delivered to the recipient's address for service and a signature received as evidence of delivery;
- (b) for delivery by post – within 3 Business Days of posting;
- (c) for delivery by email – on receipt of confirmation by the sender that the recipient has received the email.

25.4 **Delivery late in the day:** If delivery or receipt of a communication is on a day which is not a Business Day in the place to which the communication is sent or is later than 5pm (local time in that place) it will be deemed to have been duly given or made at 9am (local time in that place) on the next Business Day in that place.

## 26. General

26.1 **Entire agreement:** This agreement constitutes the entire agreement and understanding between the parties as to the subject matter of this Agreement. Any prior arrangements, representations or undertakings as to the subject matter of this Agreement are superseded.

26.2 **Non-waiver:** No failure or delay by Us in exercising any right power or remedy under this Agreement and no course of dealing or grant by Us to You of any time

or other consideration, will operate as a waiver of the breach or a default by You. Any waiver by Us of a breach of this Agreement will not be construed as a waiver of any further breach of the same or any other provision.

26.3 **Conflict of interest:** You warrant that at the date of this Agreement, no conflict of interest exists or is likely to arise in relation to execution of this Agreement or its subject matter. You undertake to notify Us, in writing, immediately upon becoming aware of the existence, or possibility, of a conflict of interest and agrees to comply with any reasonable directions of Us to appropriately manage the conflict of interest, within the time frame stipulated by Us in writing.

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

26.5 **Relationship:**

- (a) Nothing in this Agreement is intended to create a partnership, joint venture or agency relationship between the parties;
- (b) You shall not hold yourself out to be an employee, partner, agent or representative of Us; and
- (c) All work performed by You and all contracts made by You to carry out the Project shall be performed and made by You as principal and not as agent for Us. In all dealings in relation to the Project You shall act solely on Your own account.

26.6 **Applicable law:** This Agreement is governed by, and must be construed in accordance with, the laws in force in the State of New South Wales.

26.7 **Governing jurisdiction:** You and We submit to the exclusive jurisdiction of the Courts exercising jurisdiction in the State of New South Wales and the courts of appeal therefrom.



**Executed as a deed**

**Signed by:**

Insert

(name of Funding Recipient as per the Agreement Details)

**A.B.N:** Insert

(Funding Recipient A.B.N.)

in accordance with its constitution and, if applicable, any requirements for execution contained in the statute that establishes the Funding Recipient

by or in the presence of:

.....  
(name and title of first signatory, please print)

.....  
(signature & date)

.....  
(name and title of second signatory, please print)

.....  
(signature & date)

[company seal may be affixed here]

**Alternative Signature Block**  
**Delete heading and table before sending if not used**

Signed, sealed and delivered for on and on behalf of **Click here to enter Company/Organisation name** in accordance with section 127 of the *Corporations Act 2001* by:

..... Signature of Director (1)	..... Signature of Director (2)/Company Secretary
..... Name of Director (1)	..... Name of Director (2)/Company Secretary
..... Date	..... Date

**Signed, sealed and delivered** for and on )  
 behalf of the State of New South Wales )  
 through its Department of Education, but not )  
 so as to incur any personal liability )  
 )  
 )  
 )  
 By Leanne Nixon, Deputy Secretary, School )  
 Performance North )  
 (authorised officer) ) .....  
 ) (signature of authorised officer & date)  
 )  
 )  
 in the presence )  
 of..... )  
 (name of witness) ) .....  
 ) (signature of witness &date)

# ATTACHMENT 1 AGREEMENT DETAILS

This attachment forms part of the Agreement between Us and You.

---

## Item 1 Contact Details

**Us:** contact name: Leanne Nixon  
contact address: Level 11, 105 Phillip Street  
Parramatta NSW 2150  
contact telephone: 0447 456 452  
contact email: [conservatorium@det.nsw.edu.au](mailto:conservatorium@det.nsw.edu.au)

**You:** contact name: Insert  
contact address: Insert  
contact telephone: Insert  
contact email: Insert

---

## Item 2 Funding Period Subject to the availability of funds

### Commencement

**Date:** 1 July 2022

**End date:** 30 June 2025

**Program Performance Report Dates for each year:** 30 September for the previous January to June – Semester 1

31 March for the previous July to December - Semester 2

---

## Item 3 Program

*The Regional Conservatorium Grants Program aims to offer a wide range of music education, training, performance and engagement opportunities for NSW schools, students, teachers and community members in regional, rural and remote areas, by catering for learners, performers and audiences of all ages, interests and abilities.*

---

**Item 4 Funding****Funding****Total Amount of Funding:**

Payable in Instalments as set out in the table below:

<b>Description</b>	<b>Amount</b>	<b>Percentage of Funding</b>	<b>Time for Payment</b>
Year 1 Instalment 1	Insert plus GST	50% of the annual Funding in advance	<ol style="list-style-type: none"><li>1. November 2022 and submission of the Supporting Documentation referred to in Item 5 of this Attachment 1 after the Commencement Date; and</li><li>2. Compliance by You with all terms and conditions of this Agreement.</li></ol>
Year 1 Instalment 2	Insert plus GST	50% of the annual Funding in arrears	<ol style="list-style-type: none"><li>1. May 2023 and the Supporting Documentation referred to in Item 5 of this Attachment 1; and</li><li>2. Compliance by You with all terms and conditions of this Agreement.</li></ol>
Year 2 Instalment 1	Insert plus GST	50% of the annual Funding in advance	<ol style="list-style-type: none"><li>1. November 2023 and the Supporting Documentation referred to in Item 5 of this Attachment 1; and</li><li>2. Compliance by You with all terms and conditions of this Agreement.</li></ol>
Year 2 Instalment 2	Insert plus GST	50% of the annual Funding in arrears	<ol style="list-style-type: none"><li>1. May 2024 and the Supporting Documentation referred to in Item 5 of this Attachment 1; and</li><li>2. Compliance by You with all terms and conditions of this Agreement.</li></ol>
Year 3 Instalment 1	Insert plus GST	50% of the annual Funding in advance	<ol style="list-style-type: none"><li>1. November 2024 and the Supporting Documentation</li></ol>

			referred to in Item 5 of this Attachment 1; and 2. Compliance by You with all terms and conditions of this Agreement.
Year 3 Instalment 2	Insert plus GST	50% of the annual Funding in arrears	1. May 2025 and the Supporting Documentation referred to in Item 5 of this Attachment 1; and 2. Compliance by You with all terms and conditions of this Agreement.

---

## Item 5 Supporting Documentation

### Documentation required in support of claim for:

#### First Instalment:

- (a) Recipient Created Tax Invoice (generated by Us);
- (b) any other document as per the Reporting Framework (refer to Program Guidelines) or supporting documents requested by Us.

#### Second Instalment:

- (a) Recipient Created Tax Invoice (generated by Us);
  - (b) any other document as per the Reporting Framework (refer to Program Guidelines) or supporting documents requested by Us.
- 

## Item 6 Personnel and Additional Employment Terms

### 1 Specified Personnel

Name of Specified Personnel	Position	Hours per week
Insert	Insert (Head of Agency)	Insert

### 2 Recipient Organisation

Name of Recipient	Business Address and contact details for Recipient
Insert	Business Address: Contact Name: Contact Address: Contact telephone: Contact email:

### **3 Your employment policy must comply with:**

- Children and Young Persons (Care and Protection) Act 1998 (NSW)
- Child Protection (Working With Children) Act 2012 (NSW)
- Child Protection (Working With Children) Regulation 2013 (NSW)
- Public Health Act 2010 (NSW)

### **4 Additional terms:**

All employees will be, where possible, selected through merit selection and have signed agreements available to Us upon request.

All Personnel including Board or committee of management members must have appropriate Working With Children Checks and must be trained in Child Protection requirements.

**This requirement is above and beyond legislation requirements.**

Regional Conservatoriums must be able to guarantee that their Personnel comply with Child Protection legislation. Working with Children Checks must be finalised before engaging Personnel.

---

### **Item 7 Capital Equipment**

1. Value of Equipment: (exclusive of GST)
2. Additional terms:

---

### **Item 8 Specified laws and regulations, standards, policy and statements**

- 1 Anti-Discrimination Act 1977 (NSW)
- 2 Associations Incorporation Act 2009 and Associations Incorporation Regulation 2016 (NSW)
- 3 Children and Young Persons (Care and Protection) Act 1998 (NSW)
- 4 Child Protection (Working With Children) Act 2012 (NSW)
- 5 Child Protection (Working With Children) Regulation 2013 (NSW)
- 6 Multicultural NSW Act 2000 (NSW)
- 7 Fair Work Act 2009 (Cth)
- 8 Copyright Act 1968 (Cth)
- 9 Corporations Act 2001 (Cth)
- 10 Crimes Act 1900 (NSW)
- 11 Disability Inclusion Act 2014 (NSW)
- 12 Disability Inclusion Regulation 2014 (NSW)
- 13 Health Records and Information Privacy Act 2002 (NSW)
- 14 Privacy and Personal Information Protection Act 1998 (NSW)
- 15 Work Health and Safety Act 2011 (NSW)
- 16 Work Health and Safety Regulation 2017 (NSW)
- 17 Public Health Act 2010 (NSW).

---

**Item 9      Publicity****Additional terms:**

1. You must ensure that the following wording appears on all Program related Materials:
    - (a) “Partly Funded by NSW Government through the Regional Conservatorium Grants Program; and
    - (b) “The views expressed herein do not necessarily reflect the views of the NSW Department of Education”.
- 

**Item 10      Insurance****1      Insurance policies**

- (a) adequate professional indemnity and broad form public liability insurance (\$20 million per claim) to cover, as a minimum, all of Your obligations and liabilities under this Agreement; and
- (b) workers’ compensation insurance in accordance with applicable legislation in respect of all of Your employees.

**2      Additional terms**

---

**Item 11      Special Conditions**

1. You accept that the Funding through the Regional Conservatorium Grants Funding Program is non-recurrent and subject to Treasury revision at any time.
2. Funding is directed for the benefit of NSW schools, students and communities.
3. The Funding may be terminated at any time throughout the Program if You fail to comply with Departmental directives. There is no claim for additional funding outside what has already been received by You.
4. Unused funding may be requested to be returned by Us if the Agreement is terminated or the Funding Period ends:
5. Our data and information are and will remain Our property at all times, including after completion of the Agreement. Except as required by law, You must:
  - a. not use Our data for any purpose other than directly in relation to the performance of Your obligations under this Agreement;
  - b. not, and must ensure that Your Personnel will not, sell, commercially exploit, let for hire, assign rights in or otherwise dispose of any of Our data;
  - c. not make any of Our data available to a third party other than a subcontractor approved by Us in writing and then only to the extent

necessary to enable the approved subcontractor to perform its part of Your obligations under this Agreement; and

- d. other than to the extent necessary to enable You to perform Your obligations under this Agreement, not remove or transfer Our data or information to any third party without obtaining the prior written approval from Us.
6. You must return Our data and information to Us immediately on termination or expiration of this Agreement or on request by Us at any time.
  7. You must:
    - a. comply with all data and information security requirements in respect of access to Our data as notified to it in writing from time to time;
    - b. prohibit and prevent any person who does not have the appropriate level of security clearance from gaining access to Our data and information; and
    - c. notify Us immediately and comply with all directions by Us if You become aware of the contravention of any of Our data and information security requirements.

(where applicable and requested by Us), destroy or cause to be destroyed Our data in such a manner as to prevent retrieval of Our data which are in the possession, custody, power or control of You and any Specified Personnel, except where You or the Specified Personnel are required by law to retain Our data.



## ATTACHMENT 2 BUDGET

This Attachment forms part of the Agreement between Us and You.

ITEM	\$ PER ANNUM
<b>A - INCOME</b>	
<i>Service user contributions (Trading/Operating Activities)</i>	
<i>Administrative</i>	
<i>Tuition fees (for example: individual, ensemble, workshop)</i>	
<i>Fees for services to other organisations (for example: schools)</i>	
<i>Other - specify</i>	
<i>Regional Conservatorium Grants Program</i>	
<i>Other funding grants</i>	
<i>Local government funding</i>	
<i>Other state government funding</i>	
<i>Federal government funding</i>	
<i>Universities</i>	
<i>Other - specify</i>	
<i>Service provider contributions</i>	
<i>Hire of facilities and equipment</i>	
<i>Sales (for example: box office, subscriptions, publications)</i>	
<i>In-kind Support</i>	
<i>Other - specify</i>	
<b>Sub – total (A)</b>	
<b>B – EXPENDITURE</b>	
<i>Administrative</i>	
<i>Direct workers' Salaries and Wages and associated costs</i> <i>(for example: Annual Leave Expense, Fringe Benefits Tax, Superannuation, etc.)</i>	
<i>Full-time</i>	
<i>Temporary</i>	
<i>Casual</i>	
<i>Travel &amp; Accommodation</i>	
<i>Stationery</i>	
<i>Communication (post, telecommunications, website)</i>	
<i>Insurances</i>	
<i>Technology (computer, software)</i>	
<i>Equipment</i>	
<i>Capital works</i>	
<i>Other - specify</i>	
<i>Artistic Program</i>	
<i>Production (venue, design, props, equipment hire)</i>	
<i>Professional Performances</i>	
<i>Production</i>	
<i>Publication / Advertisement</i>	
<i>Professional Learning</i>	
<i>Instruments</i>	
<i>In-kind Support</i>	
<i>Other - specify</i>	
<b>Sub – total (B)</b>	

## **ATTACHMENT 3 RECORDS AND REPORTS**

This Attachment forms part of the Agreement between Us and You

### **Part A      Records**

- (a) You must provide to Us a copy of Your Constitution or Memorandum and Articles of Association, if requested.
- (b) You are required to maintain minimum organisational records (including accounting and financial records) under the various forms of incorporation legislation in external scrutiny of the organisation's yearly activities.
- (c) You are required to maintain a complete set of accounting records and financial records, including:

#### Accounting Records

- Cash Book
- Bank Deposit Book
- Cheque Butts
- Petty Cash Book (kept on imprest system)
- Pre-numbered Official Receipt Book
- Monthly Bank Reconciliation of Cash Book
- Documentation of all Expenditure with evidence of approval (for example, Management Committee of Officers as authorised under the organisation's approved constitution)
- Wages Records/Time Sheets (where staff are employed).

The above may be encompassed in an adequate computerised accounting system.

#### Financial Records

- Balance Sheet
- Income and Expenditure Statement or Profit & Loss Statement
- Asset/Inventory Register

## Part B Plans and Reports

1. You must prepare and submit to Us the reports meeting the description and requirements specified below, at the times and frequency specified below. We may prescribe the form of reports and manner of submission by written notice to You from time to time.
2. All financial reports must comply with Australian Accounting Standards issued by the Australian Accounting Standards Board, as amended from time to time.
3. All reports must be sent to: *Conservatorium Officer*.

Report name	Description	Special requirements	Reporting period and frequency & submission
<b>Strategic Plan</b>	As outlined in the Regional Conservatorium Program Guidelines	This report must be approved by Your authorised delegate.	On application for the funding period
<b>Business Plans</b>	As outlined in the Regional Conservatorium Program Guidelines	This report must be approved by Your authorised delegate.	Regional conservatoriums that plan on a financial year basis must submit their annual business plans for July to June to Us by 30 June of the prior financial year.  Regional conservatoriums that plan on a calendar year basis must submit their annual business plans for January to December to Us by 31 December of the prior calendar year.
<b>Program Performance Report</b>	As outlined in the Regional Conservatorium Program Guidelines	This report must be approved by Your authorised delegate.	30 September and 31 March each funding year.
<b>Annual Report</b>	<ol style="list-style-type: none"> <li>1. A summary report documenting outcomes achieved with funding provided by the Program</li> <li>2. An up to date copy of the Asset Register in the</li> </ol>	<ol style="list-style-type: none"> <li>1. Unless authorisation to retain surplus funds is being sought (where this is allowed), all unspent Funding money must be returned to Us either:</li> </ol>	<p>The Report is to be provided to Us within three (3) months of:</p> <ol style="list-style-type: none"> <li>(a) the end of each Accounting Year during the Funding Period, in relation to that Financial Year; and</li> <li>(b) the end of the Accounting Year following expiry of</li> </ol>

	<p>format specified at Attachment 3B; and</p> <p>4. Three copies of the Project Materials.</p>	<p>(a) by cheque submitted with the Annual Report; or</p> <p>(b) electronically by EFT direct to Our bank, on the same day as the Annual Report is submitted to Us.</p> <p>2. The summary report must be signed by Your authorised delegate.</p> <p>3. The Certification Statement must be signed by two of the office bearers specified at the top of the Certification Statement.</p>	<p>the earlier of the Funding Period or the termination of this Agreement, in relation to the Accounting Year up to the date of expiry or termination, as applicable.</p>
<p><b>Audited Financial Report</b></p>	<p>Complete audited financial statements showing Your full activities, including a financial statement that clearly indicates how the Funding has been applied to the Project.</p> <p>The following financial information:</p> <p>(a) Completed Statement of Income and Expenditure in the format specified at Attachment 3A;</p>	<p>The Report is to be:</p> <p>(a) prepared in accordance with Australian Accounting Standards and any statutory requirements that govern your accounting and financial records;</p> <p>(b) be signed by Your Chief Financial Officer or equivalent authorised officer; and</p> <p>(c) incorporate a statement by an</p>	<p>The Report is to be provided to Us within three (3) months of:</p> <p>(c) the end of each Accounting Year during the Funding Period, in relation to that Financial Year; and</p> <p>(d) the end of the Accounting Year following expiry of the earlier of the Funding Period or the termination of this Agreement, in relation to the Accounting Year up to the date of expiry or termination, as applicable.</p>

	<p>(b) Completed Certification Statement (Acquittal Certificate) in the format specified at Attachment 3C; and</p> <p>(c) Any additional documents required in accordance with any notes to the financial statements.</p>	<p>independent qualified accountant certifying that the financial statements present fairly that the Funding has been spent solely on the Project and in accordance with the Agreement.</p>	
--	---	---	--

# ATTACHMENT 3A: Model Income and Expenditure Statement

Recipient Organisation:  
Name of Project/Service:  
This Reporting Period:

## STATEMENT OF INCOME & EXPENDITURE

Template for customisation by grant giving agency

[HIDE LINE ITEMS AS NECESSARY]

Notes	Budget	Interim Results <small>(state period)</small>	Variance <small>(difference between budget and interim result)</small>	%	Final
-------	--------	---	---	---	-------

[HIDE COLUMNS AS NECESSARY]

### INCOME

#### Grants

- Grants (Commonwealth) Operating - *Recurrent*
- Grants (Commonwealth) Operating - *Non-recurrent*
- Grants (Commonwealth) - *Capital*
- Grants (State) Operating - *Recurrent*
- Grants (State) Operating - *Non-recurrent*
- Grants (State) - *Capital*
- Grants (Local) Operating - *Recurrent*
- Grants (Local) Operating - *Non-recurrent*
- Grants (Local) - *Capital*
- Grants - *Other*

#### Fundraising - *Gifts*

- Donations received
- Tax Deductible Donations (Non-public)
- Donations (Public collections)
- Non-tax deductible gifts
- Bequests

#### Fundraising – *Contributions*

- Contributions (Members)
- Contributions (Public)
- Contributions (Government)
- Contributions (Philanthropic trusts and corporations)

#### Trading/Operating Activities

- Sales of Goods
- Fees and Charges
- Sponsorship and licensing fees
- Income from Gaming
- Sales of tickets to performances

#### Other Income

- Interest
- Rental Income
- Dividends Received
- Other/Sundry Income
- Gain on Sale of Non-current Assets

**TOTAL INCOME**

0

0

0

# STATEMENT OF INCOME & EXPENDITURE (cont'd)

<u>Notes</u>	<u>Budget</u>	<u>Interim Results</u>	<u>Variance</u>	<u>%</u>	<u>Final</u>
--------------	---------------	----------------------------	-----------------	----------	--------------

## EXPENDITURE

### Cost of Goods Sold

Opening Stock  
Purchases  
Freight Inwards  
(Less: Closing Stock)

**Cost of Goods Sold**

0

0

0

### Expenses

Accounting Fees  
Advertising and Promotion  
Amortisation Expense  
Assets Purchased under \$[insert figure]  
Audit Fees  
Auspicing Fees  
Bank Charges  
Bad debts  
Business Planning Costs  
Cleaning  
Client Support Services  
Client Support Consumables  
Computer Expenses  
Consultancy Fees  
Credit Card Fees  
Depreciation  
Donations Paid  
Employment Support and Supervision Costs  
Equipment Hire/Lease  
Fees & Permits  
Fundraising Expenses – General  
Gaming Expenses  
Insurance - General  
Insurance - Public Liability  
Insurance - Professional Indemnity  
Insurance - Rental Properties  
Insurance - Volunteers  
Interest Paid  
Legal Fees  
Loss on Sale of Non-Current Assets  
Management Fees  
Meeting Expenses  
Meeting Fees for Management Committee or Board  
Membership Fees Paid  
Motor Vehicle Expenses  
Postage, Freight and Courier  
Printing & Stationery  
Property Management Fees  
Publications and Information Resources  
Rates & Taxes  
Rates – Rental Properties  
Rent

# STATEMENT OF INCOME & EXPENDITURE (cont'd)

	<u>Notes</u>	<u>Budget</u>	<u>Interim Results</u>	<u>Variance</u>	<u>%</u>	<u>Final</u>
Rent – Rental Properties						
Repairs & Maintenance						
Repairs & Maintenance – Rental Properties						
Salaries & Wages						
<i>Annual Leave Expense</i>						
<i>Fringe Benefits Tax</i>						
<i>Long Service Leave Expense</i>						
<i>Recruitment Expense</i>						
<i>Salary Sacrifice</i>						
<i>Sick Leave Expense</i>						
<i>Superannuation</i>						
<i>Termination Payments</i>						
<i>Workers' Compensation</i>						
<i>Salaries - Other</i>						
Security Expenses						
Staff Amenities						
Sundry Expenses						
Telephone & Fax Charges						
Tenancy and Property Supplies and Services						
Training & Development (Staff)						
Travel & Accommodation						
Utilities						
Volunteer Costs						
Other (specify)						
<b>TOTAL EXPENSES</b>		0	0			0
<b>TOTAL EXPENDITURE</b>						
<b>Operating Surplus/(Deficit)</b>						
<b>TOTAL</b>		0	0			0
<u>Signatures</u>						
<b>Hon Sec/Treasurer:</b>						
<b>President:</b>						



## ATTACHMENT 3B: Model Asset Register

### ASSET REGISTER

Recipient organisation: *Insert details*

Service or project: *Insert details*

Funding period:

This Asset Register forms part of the Funding Agreement. An asset is a capital item with a value of \$500 or more.

Date of Purchase	Item Description	Make & Model	Serial Number	Location	Cost (excluding GST)

# ATTACHMENT 3C: Model Acquittal Certificate

## CERTIFICATION STATEMENT BY GRANT RECIPIENT

### Certificate by two authorised office bearers of the grant recipient organisation

We, [insert name] \_\_\_\_\_

and [insert name] \_\_\_\_\_

certify that the information contained in the Statement of Expenditure of Grant, books, financial records and financial reports

of [insert details] \_\_\_\_\_

present the truth, fairness and accuracy of the accounts including the notes to the accounts of the organisation as at [insert date] \_\_\_\_\_.

**We confirm that:** [DELETE 1 OR 2 AS APPLICABLE]

1. An amount equal to the total Grant paid (\$[insert amount]) **has been expended** on the Project in accordance with the terms and conditions of the Funding Agreement dated [insert date] with the State of New South Wales represented by the [insert department name]

**OR**

2. The total Grant of \$[insert amount] **has not been expended**. An amount of \$ [insert amount] has not been expended and –

**OR** a cheque for this amount made payable to the [insert department name] is attached. we have today transferred by EFT (electronic funds transfer) this amount into the bank account of the [insert department name].

**OR** [where department policy allows for this] we are seeking to retain the surplus. A request form is attached.

All funds were expended in accordance with the terms and conditions of the Funding Agreement dated [insert date] with the State of New South Wales represented by the [insert department name];

**AND**

A complete set of accounting and financial records relevant to the Project have been maintained.

Date: \_\_\_\_\_

Signature: x \_\_\_\_\_

Name: [insert name] \_\_\_\_\_

Position: [insert details] \_\_\_\_\_

Witness signature: x \_\_\_\_\_

Witness name: [insert name] \_\_\_\_\_

Date: \_\_\_\_\_

Signature: x \_\_\_\_\_

Name: [insert name] \_\_\_\_\_

Position: [insert details] \_\_\_\_\_

Witness signature: x \_\_\_\_\_

Witness name: [insert name] \_\_\_\_\_

## ATTACHMENT 4 MODEL BUSINESS PLAN

Please refer to Regional Conservatorium Grants Program Guidelines Section 4.5.2

<b>Key Result Area (KRA):</b> (The link to the Strategic Plan)						
<b>Business Plan No.</b>	<b>Activities/Actions</b>	<b>RCGP Key Performance Measures No</b>	<b>Responsibility</b>	<b>Resources / Budget Allocation</b>	<b>Timeline</b>	<b>Performance Measures</b>
1.1						
1.2						
1.3						
1.4						
1.5						
1.6						

## **ATTACHMENT 5 DICTIONARY AND INTERPRETATION**

This Attachment forms part of the Agreement between Us and You

### **Part 1      DICTIONARY**

In this Agreement, unless the context otherwise require:

**“Accounting Year”** means the accounting period for the organisation-Financial Year or Calendar Year;

**“Agreement”** means this Agreement including the Attachments;

**“Asset Register”** means a written register (whether stored in hardcopy or electronic form) containing details of assets owned by You including but not limited to:

- (a) the date of purchase of each item of Capital Equipment;
- (b) a description of each item of Capital Equipment;
- (c) the address at which each item of Capital Equipment is located;
- (d) the purchase price of the Capital Equipment, exclusive of GST; and
- (e) the amount of the Funding used to purchase the Capital Equipment.

**“Attachment”** means an attachment to this Agreement;

**“Audited Financial Report”** means an audited financial report as specified in Part B of Attachment 3;

**“Budget”** means the budget contained in Attachment 2;

**“Business Day”** means the day which is not a Saturday, Sunday or public holiday in Sydney, NSW;

**“Business Plan”** means the Project(s) Plan contained in Attachment 4;

**“Capital Equipment”** means those items purchased to support the Program with the funding and of a value exceeding \$500;

**“Commencement Date”** means the date specified in Item 2 of Attachment 1;

**“Confidential Information”** means any information and all other knowledge at any time disclosed (whether in writing or orally) to by a party (‘first party’) to the other party, or acquired by the other party in carrying out the Project which:

- (a) is by its nature confidential;
- (b) is designated, or marked, or stipulated as confidential; or
- (c) the other party know or ought to know is confidential;

But does not include information which:

- (d) is or becomes public knowledge other than by breach of this Agreement;
- (e) is in the other party’s lawful possession without restriction in relation to disclosure before the date or receipt of the information from the first party or a third party;
- (f) has been developed or acquired by the other party independently of the carrying out of the Project;
- (g) is ascertainable through independent enquiries;
- (h) may be or is required to be disclosed pursuant to Memorandum No. 2000-11 Disclosure of Information on Government Contracts with the Private Sector dated 27 April 2000, as amended or updated from time to time; or

- (i) is required to be disclosed pursuant to law, regulation, legal process or a regulatory authority;
- “Department”** means NSW Department of Education;
- “Escalation Index”** means the index used by Treasury to calculate any funding increase;
- “Financial Year”** means the period of 12 months beginning on:
- (a) one (1) July in a calendar year; or,
  - (b) if You have a financial year that begins on some other date, that date.
- “Financial Viability Issue”** means that We determine that Your financial position has or may adversely affect Your delivery of the Projects;
- “Funding”** means the Funding specified in Item 4 of Attachment 1;
- “Funding Period”** means the period specified in Item 2 of Attachment 1;
- “GST Law”** means *A New Tax System (Goods & Services Tax) Act 1999*, related legislation and any delegated legislation made pursuant to such legislation.
- “Head of Agency”** means the most senior manager of the Regional Conservatorium responsible for the operations of the organisation;
- “Instalment”** means an instalment of the Funding;
- “Intellectual Property”** includes patent, know-how, copyright, design, semi-conductor or circuit layout rights, trade mark, trade, business or company names or other proprietary rights and any rights to registration of such rights, whether created before or after the Commencement Date in Australia or elsewhere;
- “Key Performance Measure”** means the quantifiable indicators used to assess how well Your projects are achieving the program goals, as set out in the Application Program Guidelines (as amended from time to time) and monitored through the Program Performance Report;
- “Moral Rights”** means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing at the Commencement Date or which may come into existence on or after the Commencement Date;
- “Personnel”** of a person or entity includes its employee, agent, officer, contractor and volunteers. Your Personnel does not include Us. Our Personnel does not include You;
- “Program”** means Our Regional Conservatorium Grant Program;
- “Program Guidelines”** means Our ‘Program Guidelines’ for the Regional Conservatorium Grants Program for 2022/23 – 2024/25/;
- “Project”** means any activity undertaken as part of the Regional Conservatorium Grants Program;
- “Project Materials”** means all material created by or on Your behalf for the purpose of the Program, including documents, software and data stored by any means;
- “Reports”** means any other document as per the Reporting Framework (refer to Program Guidelines) or supporting documents requested by Us from time to time;
- “Special Conditions”** means any additional conditions applicable to the Project, set out in Item 11 Attachment 1;
- “Statement of Expenditure”** means a statement of expenditure of the Funding, as specified in Attachment 3A.
- “Supporting Documentation”** means the relevant supporting documentation, as specified in Item 5 of Attachment 1;

**“Unexpended Funding”** means Funding paid to You that is unspent at the end of the Funding Period and includes Funding that is committed but unspent.

## **Part 2 INTERPRETATION**

1. **Inconsistency:** In the event of an inconsistency between the terms of this Agreement, for the purpose only of resolving the inconsistency, the documents that comprise this Agreement are to be considered in the following order of decreasing priority:
  - (a) the operative provisions in the main body of this Agreement;
  - (b) Attachment 5 (**Dictionary and Interpretation**);
  - (c) Attachment 1 (**Agreement Details**); and
  - (d) the other Attachments.
2. Except where the context otherwise requires, a reference in this Agreement to:
  - (a) the singular number includes a reference to a plural number and vice versa;
  - (b) a gender includes a reference to the other genders and each of them;
  - (c) any person or company shall mean and include the legal personal representative, successor in title, and permitted assigns of such person or company as the circumstances may require;
  - (d) words and expressions importing natural persons include partnerships, bodies corporate, associations and governmental and local authorities and agents;
  - (e) any organisations, associations, societies, groups or bodies shall, in the event of them ceasing to exist or being reconstituted, renamed or replaced or if the powers or functions of any of them are transferred to any other entity, body or group, refer respectively to any such entity, body or group, established or constituted in lieu thereof or succeeding to similar powers or functions;
  - (f) statutes, regulations, ordinances or by-laws shall be deemed for all purposes to be extended to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
  - (g) a month shall be construed as a reference to a calendar month; and
  - (h) “includes” and “including” mean by way of example but without limitation.
- 2.1 Monetary references are references to Australian currency.
- 2.2 Where any time limit is pursuant to this Agreement falls on a Saturday, Sunday or public holiday in the State of New South Wales then that time limit shall be deemed to have expired on the next Business Day.
- 2.3 Where You are comprised of more than one person, each of Your obligations will bind those persons jointly and severally and will be enforceable against You jointly and severally.
- 2.4 The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 2.5 No rule of construction operates to the detriment of a party only because that party was responsible for the preparation of this Agreement or any part of it.

- 2.6. Where there occurs a reference to the doing of anything by Us including giving any notice, consent, direction or waiver, this may be done by any officer we duly authorise.

## ATTACHMENT 6 KEY PERFORMANCE MEASURES

KPM	Code	Key Performance Measure	Increase for the Program across the Triennium Period	Baseline 21/22	Target Contribution 22/23	Target Contribution 23/24	Target Contribution 24/25
1	1.1	The number of NSW public schools in which the conservatorium delivers regular music education activities for at least 5 hours per semester.	15%				
	1.2	The number of NSW public schools in which the conservatorium delivers non-regular music education activities.	15%				
2	2.1	The number of NSW public school students participating in regular and/or non-regular music education activities delivered by the conservatorium at any location.	15%				
	2.2	The number of NSW public school students participating in regular music education activities that implement the <a href="#">Creative Arts K-6, Music 7-10, Music 1 &amp; 2 11-12 NESA</a> syllabus for at least 5 hours per semester.	15%				
	2.3	The number of NSW public school students participating in non-regular music education activities that implement the <a href="#">Creative Arts K-6, Music 7-10, Music 1 &amp; 2 11-12 NESA</a> syllabus.	15%				
3	3.1	The number of NSW public school students enrolled in schools defined by the Department of Education as rural and remote participating in regular and/or non-regular music education activities delivered by the conservatorium at any location.	15%				
4	4.1	The number of hours of professional learning courses provided to NSW public school teachers.	15%				



<b>5</b>	5.1	The number of NSW Aboriginal and Torres Strait Islander students participating in regular and/or non-regular music education activities.	15%				
	5.2	The number of NSW students from language backgrounds other than English participating in regular and/or non-regular music education activities.	15%				
	5.3	The number of NSW students with a diagnosed disability participating in regular and/or non-regular music education activities.	15%				
<b>6</b>	6.1	The number of NSW early childhood students participating in regular and/or non-regular music education activities.	15%				
<b>7</b>	7.1	The number of adult community members participating in regular and/or non-regular music education activities.	15%				
<b>8</b>	8.1	The number of audience members attending public music performances the conservatorium has contributed to, sponsored, presented or produced.	15%				
	8.2	The number of audience members attending music performances presented specifically for NSW schools by the conservatorium at any location.	15%				
<b>9</b>	9.1	The number of performances delivered by the conservatorium at any location.	15%				
	9.2	The number of master classes and workshops delivered by the conservatorium at any locations.	15%				
<b>10</b>	10.1	The number of music students surveyed.					
	10.2	The number of music students whose feedback showed a satisfaction rating of 80% or more.					