



Our reference: «ApplicationNumber»
Our Contact: Grants Administrator
(02) 8837 6XXX
waste_recycling@environmentaltrust.nsw.gov.au

«ContactTitle» «ContactFirstName» «ContactLastName»
«ContactPosition»
«OrganisationName»
«PostalAddress1»
«PostalAddress2»
«PostalSuburb» «PostalState» «PostalPostCode»

Dear «ContactTitle» «ContactLastName»

RE: Letter of Agreement

Funding from the <<Program name>>

Terms and Conditions of Funding

I am pleased to confirm the offer of funding from the NSW Government's Waste Less Recycle More Initiative. You may accept this offer by signing and returning both copies of this Letter of Agreement and a Tax Invoice for the first payment within the next 30 business days. If the signed copy is not returned within this period, the offer of funding may lapse.

The following terms and conditions of the offer, if accepted by you, will form a binding agreement between the NSW Environmental Trust ("Trust") and «OrganisationName» ("Recipient").

1. Definitions

Maximum funding	\$«AmountApproved»
Project	«Projecttitle»
Project summary	«ProgramSummary»
Term	Commencing on Terminating on
Contact	«Title» «ContactFirstName» «ContactLastName» Phone: «ContactPhone» Email: «ContactEmail»

2. Terms and Conditions of Assistance

- 2.1 The Trust will pay to the Recipient up to the Maximum Funding, provided the Recipient strictly complies with all of the terms and conditions set out in this Letter of Agreement.
- 2.2 The Recipient must maintain compliance with all planning and environmental laws, regulatory and policy requirements in NSW.
- 2.3 The Trust is unable to provide ongoing funds including through the <<program name>>. The Recipient accepts that the Grant is non-recurrent.
- 2.4 Only eligible items will be funded by the Trust and the total amount of the funding will be reduced should claimed items be determined ineligible.
- 2.5 The Trust may limit the approved grant funding to elements of the proposed project. Where this is the case the Recipient is to provide an amended Application and Budget that align with the approved project. The amended Application and Budget will be the reference documents.
- 2.6 Achieve the milestone set out in the table below; and
- 2.7 Provide to the Trust satisfactory evidence of compliance as described in the following Milestone and Payments table:

Milestone	Milestone date	Instalment amount	Estimated payment date <i>(will be completed by the Trust)</i>	Evidence of Milestone achievement/project completion <i>(e.g. Tax Invoices, Photographs, Construction Certificates, etc.)</i>
Milestone 1 Signing of Deed of Agreement				Milestone 1: <i>including the following:</i> <ul style="list-style-type: none"> • Signed Deed of Agreement • Any document required as a Special Condition • Project Measures report (estimates) • Tax invoice to the NSW Environmental Trust for the instalment amount (shown in third column) with GST added if appropriate.
Milestone 2 Progress report				Milestone 2 Report: <i>including the following evidence to support achievement of this Milestone:</i> <ul style="list-style-type: none"> • Tax invoice to NSW Environmental Trust for the instalment amount with GST added if your organisation is registered for GST • Documentation including maps, site plans, diagrams of planned works • Project measures table (interim) • Copies of tax invoices/quotes from all other related service providers, suppliers, contractors. • Tax invoice to the NSW Environmental Trust for the instalment amount with GST added if appropriate.

Milestone	Milestone date	Instalment amount	Estimated payment date <i>(will be completed by the Trust)</i>	Evidence of Milestone achievement/project completion <i>(e.g. Tax Invoices, Photographs, Construction Certificates, etc.)</i>
Milestone 3 Project Completion Facility Consolidation and Final Evaluation Report				Final Evaluation Report: <i>including the following evidence to support achievement of this Milestone.</i> Final Evaluation Report is due on completion of project, including: <ul style="list-style-type: none"> ○ Copies of final tax invoices for all related service providers, suppliers, contractors ○ Project measures (final) ○ Documentation supporting completion of project (e.g. photos, videos, construction certificate, media releases, council newsletters) • Tax invoice to the NSW Environmental Trust for the instalment amount (shown in third column) with GST added if appropriate.
TOTAL FUNDING		\$«AmountApproved»		

- 2.8 If delays are likely to be incurred in achieving Milestone Dates, the Recipient must submit a status report to the Trust no later than five business days prior to the Milestone Date. This Report is to set out the reasons for the proposed delay, any revision to Milestone Date(s) and proposed action to be taken by the Recipient that will minimise the impact of the delay;
- 2.9 A Milestone/Final Evaluation Report (in the format shown in Attachment 'C') must be assessed and accepted by the Trust before payment will be made.
- 2.10 If the Recipient does not comply with any of the terms or conditions set out in this Letter of Agreement, the Trust shall not be obliged to pay any funding, but may in its absolute discretion approve a part payment proportionate to the extent to which the Recipient has complied with this Letter of Agreement.

3. Variations

- 3.1 If the Recipient wishes to amend the project, the Recipient must make a written request to the Trust, setting out details of:
- a. the proposed change
 - b. the reasons for the proposed change
 - c. how the proposed change will affect the Project and to what extent
- 3.2 The Recipient must advise the Trust within seven (7) days of any changes to contact details.

4. Claims, verification and payments

- 4.1 Claims should be made by completing and forwarding a Milestone / Final Evaluation Report together with all relevant supporting evidence of compliance to Grants Administrator – Contestable Grants, Waste and Recycling Programs, NSW Environmental Trust, PO BOX 644, PARRAMATTA NSW 2120 or emailed to waste.recycling@environmentaltrust.nsw.gov.au.
- 4.2 The Recipient can only make claims before the end of the Term. After the Term, the right to make claims lapses.
- 4.3 Any payments made under this Letter of Agreement will be made by Electronic Funds Transfer (EFT). You must provide details of your bank account (BSB Number, Account Name and Account Number) with your Tax Invoice/s.
- 4.4 An auditor from the Trust or NSW Environment Protection Authority or their delegate can audit Recipient operations and records relating to the funded project at any time during the 7 years from commencement of this agreement.

5. Publicity and confidentiality

- 5.1 The Recipient must acknowledge the financial support it has received or will receive from the *Waste Less Recycle More* initiative's <<program name>> *Grants Program* under this Letter of Agreement in all Public Statements about the Project.
- 5.2 Any materials relating to the project including brochures, signage, advertising and invitations must use the acknowledgement statement:

‘This project was supported by the Environmental Trust as part of the NSW EPA’s Waste Less, Recycle More initiative, funded from the waste levy.’
- 5.3 The Recipient must use the dual NSW Environmental Trust and EPA logo in any materials related to the project including brochures, signage, advertising and invitations.
 - 5.3.1 The colour version of the dual logo is preferred. The black-and-white or contrast version may be used where colour reproduction is not available or appropriate.
 - 5.3.2 The dual logo can be downloaded at the link below. It must not be altered in any way. The minimum approved size of the logo is 21mm height. Scroll down the page for the links to the dual logo. <http://www.environment.nsw.gov.au/grants/etlogo.htm>
- 5.4 The Recipient must obtain prior approval from the Trust for the content of the first media release announcing this funding. The assistance of the NSW Government and the funding source must be acknowledged in this and all related media releases.
- 5.5 A copy of all press releases and related media, promotional publications and printed material and documentation related to the project are to be provided to the Trust with Milestone Reports as they are produced and with the Final Evaluation Report.
- 5.6 You must ensure appropriate permission from the individuals appearing in photographs associated with this project has been obtained, enabling them to be used by the Trust and NSW Environment Protection Authority in promotional material.
- 5.7 The Trust and the Recipient must, subject to 5.1 and 5.2 above, keep the contents of this Agreement and any associated communications between them confidential, except as required by law.

6. Consequences of breach

- 6.1 If the Recipient breaches any of the provisions set out in this Letter of Agreement, the Trust may terminate this Agreement and suspend or claim repayment of funding. The amount that the Recipient must repay will be assessed by the Trust, having regard to the nature and extent of the breach.

7. GST

7.1 The funding is liable to GST.

7.2 The Trust will gross up each payment of funding by the prevailing rate of GST, provided the Recipient gives to the Trust a Tax Invoice in compliance with the GST legislation.

Note for government related entities:

Previously grants had to be specifically covered by appropriation but now the 'specifically' has been removed. This has the effect as indicated below:

Removal of the 'specifically covered' requirement

The term 'specifically covered' in subsection 9-15(3) (c) is not included in the new law. This ensures the following:

- The government related entity supplier does not need to be specified under the terms of the appropriation (either by name or as part of a class of entities). All that is required is for the terms of the appropriation to state the purpose for which funds are appropriated.
- The terms of the appropriation do not need to be restricted to government related entities. This is particularly useful for universities and schools where the terms of the appropriation often includes private entities as eligible for the funding.

All Environmental Trust funds used for making grants have been appropriated for the purposes of making such grants by the Environmental Trust, which has an established role in distributing money for environmental purposes.

In accordance with the ATO advice the Environmental Trust will not be adding GST to any grant made to a government agency and that government agency will no longer be liable to the ATO for GST for receipt of the grant from the Environmental Trust.

8. General

8.1 The Recipient must repay any amount demanded by the Trust under this Agreement within seven days of the date of the demand.

8.2 Any variation to this Agreement must be agreed to in writing by both parties.

8.3 Any waiver of this Agreement is only effective if communicated in writing.

I look forward to receiving the attached copy of this Letter of Agreement, signed on behalf of «OrganisationName», to confirm that «OrganisationName» will proceed with the project. If you have any queries in relation to this Letter of Agreement, please contact either Mark Dodds, Senior Team Leader Contestable Grants, Waste & Recycling Programs on (02) 8837 6075 or Anne-Marie Poirrier, Senior Grants Administrator on (02) 8837 6011.

Yours sincerely

PETER DIXON
Senior Manager
Environmental Grants

Acceptance of Terms and Conditions by «OrganisationName»:

On behalf of «OrganisationName»

ABN: «ABNAppOrg».

I confirm acceptance of the above terms and conditions and agree to enter into the Agreement.

.....
(person authorised to enter into agreements)

.....
signature

.....
(position title)

.....
date

Approval of Agreement between the Trust and «OrganisationName»:

Signed by NSW Environmental Trust, Senior Manager, Environmental Grants for and on behalf of the Minister for the Environment, but not so as to incur any personal liability.

By Peter Dixon

.....
(signature)

In the presence of

.....
(insert name of witness)

.....
(signature of witness)

Application Form

This Attachment forms part of the Letter of Agreement between the Trust and the Recipient

Budget

This Attachment forms part of the Letter of Agreement between Trust and the Recipient

	Total other sources funding \$		Amount of co- contribution \$	Grant \$ by financial year			Total grant funds \$	Whole project budget \$
	Cash	In-kind		14/15	15/16	16/17		
Project Management								
Contractor Costs								
Materials								
Other Direct Project costs								
Other								
TOTAL								

Format of Milestone/Final Evaluation Reports

Name of Recipient:

Name of Project:

Milestone Report No. ## / Final Evaluation Report:

Summary of activities undertaken during the reporting period:

Report on any special conditions:

Actual Outcomes:

EPA approvals:

Project Measures Report:

Comments:

Note: The actual outcomes for the Final Evaluation Report shall include the Project Measures Report prepared in accordance with Attachment D. This report will detail the project outputs attained during and after project completion and include an explanation of any significant variation from forecast project outcomes and outputs as stated in Attachment A and E.

The Final Evaluation Report shall include detail of the project outcomes against all sections of the Project Application (Attachment A). The report shall address the following as a minimum:

- Was the plan achieved?
- If not, why not, under or over expectations?
- What if anything would you do differently?
- How will you share what you have learnt in this project with others or adopt into other projects?
- Project Impacts:
 - Sustainability – design, construction processes, materials and operation
 - Economic
 - Social

I, the undersigned, being a person duly authorised by the Recipient certify that:

- a. the information contained in this report is true and correct
- b. the expenditure of the Grant received to date has been solely on the Project; and
- c. there is no matter or circumstances of which I am aware, that would constitute a breach by the Recipient of any term of the Funding Agreement between the Trust and the Recipient dated [*insert date*]

Signature (authorised signatory)

Date

Printed name and position of signatory

Format of Statement of Expenditure and Certification

	Total other sources funding \$		Grant \$ by Financial Year			Total funds \$	Whole project budget
	Cash	In-kind	14/15	15/16	16/17		
Direct Project costs							
Project Management							
Contractors							
Materials							
Other (<i>please specify</i>)							
Total expenditure							
Total budget							
Surplus/(deficit)							

I certify that:

- all the Project expenditure identified above has been expended solely on the Project and for the purposes stated in the Deed; and
- the amount unexpended above (Surplus) has been refunded to the Trust (only applies to Final Evaluation Report)

Full Name	
Position	

Signature	
Date	

Project Measures Report

This Attachment forms part of the Letter of Agreement between the Trust and the Recipient.

A Template for the Project Measures Report should be downloaded from the Trust website:
<http://www.environment.nsw.gov.au/grants/monitoringevaluationreporting.htm>

I, the undersigned, being a person duly authorised by the Recipient certify that:

- (a) the information contained in this report is true and correct;
- (b) there is no matter or circumstances of which I am aware, that would constitute a breach by the Recipient of any term of the Letter of Agreement between the Trust and the Recipient dated [*insert date*].

Signature (authorised signatory)

Date

Printed name and position of signatory