

THE DEPARTMENT OF INTERNAL AFFAIRS

Te Tari Taiwhenua

AGREEMENT

**for the provision of a Crown funded grant from
the Significant Community Based Projects Fund**

Between

**HER MAJESTY THE QUEEN
in right of New Zealand acting by and through the
SECRETARY FOR INTERNAL AFFAIRS**

And

**{Insert Name of Applicant}
for the**

**Completion of an
{Insert Name of Project}**

Dated: {Insert date}

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THIS AGREEMENT is made on

February 2007

BETWEEN **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the **SECRETARY FOR INTERNAL AFFAIRS** (the “Crown”)

AND **{Insert name of applicant}** in relation to the **{insert name of project}** (the “Recipient”)

BACKGROUND

- A. The Crown has established the Significant Community Based Projects Fund (the “Fund”) to support community based projects of regional and national significance.
- B. The Crown’s objective for the Fund is to support major community based projects, with significant support from and participation by the community, which have a range of benefits contributing to regional and/or national outcomes, with particular reference to arts, culture and heritage; sport and recreation; conservation and environment; tourism; and economic development.
- C. The Recipient acknowledges it has obtained funding for the Project from a range of government and non-government sources and still cannot obtain sufficient funding to complete the Project. The Recipient acknowledges it requires funding from the Fund because all other avenues for funding have been exhausted.
- D. The Recipient has applied for a grant from the Fund towards completion of the Project with identifiable Project Milestones as set out in Schedule 2.
- E. The Recipient will complete the Project in accordance with the Project Milestones as listed in Schedule 2.
- F. The Parties have agreed that the Recipient will receive a grant from the Fund to complete the Project on the terms and conditions set out in this Agreement.

IT IS AGREED:

1. Definitions and Interpretation

1.1. **Definitions:** In this Agreement, unless the context otherwise requires:

“**Application**” means the application for a Crown grant from the Fund made on 30 October 2005 by the Recipient, or as updated in writing and agreed by the Parties;

“**Crown Financial Year**” means the current financial year of the Crown;

“**Forecast Costs**” means the amounts of money the Recipient considers will be required to complete the Project;

“**Fund**” means the Significant Community Based Projects Fund;

“**Grant Monies**” is the amount of the Crown grant from the Fund for the completion of the Project as set out in Schedule 3;

“**GST**” means Goods and Services Tax;

“**Minister**” means the Minister of Internal Affairs;

“**Party**” means a party to this Agreement;

“**Pre-Existing Intellectual Property**” means intellectual property owned by either Party prior to the commencement of this Agreement;

“**Project**” means the project as set out in Schedule 1;

“**Project Milestones**” means the stages of the Project to be completed by the Recipient as set out in Schedule 2;

“**Representative**” means a representative as set out in Schedule 3.

1.2. **Interpretation:** For the purposes of interpretation and construction of this Agreement:

- (a) words importing one gender include all others;
- (b) words importing the singular or plural number include the plural and singular number respectively;
- (c) the provisions and conditions contained in the schedules to this Agreement will have the same effect as if set out in the body of this Agreement;
- (d) headings and the table of contents are inserted for ease of reference only and do not affect the interpretation of this Agreement;
- (e) references to clauses or schedules are references to clauses of or the schedules to this Agreement unless expressly specified otherwise;
- (f) references to a statute or statutory provision include that statute as amended, modified, re-enacted or replaced from time to time.

2. **Basis of Grant**

On the basis of the Application made by the Recipient, including representations made by the Recipient as to its ability to complete the Project and to its financial status, upon which the Crown has relied, the Crown has agreed to make a grant to the Recipient to complete the Project and the Recipient accepts such grant on the terms set out in this Agreement.

3. **Representatives**

The Crown and the Recipient will designate representatives as their respective first points of contact for the administration of this Agreement. The first such representatives are specified in Schedule 3. Either Party may vary the identity or contact details of that Party's representative by giving the other Party written notice of that variation in accordance with clause 18. The Representatives will have regular meetings or discussions concerning the operation and performance of this Agreement.

4. Recipient's Warranties

4.1. The Recipient warrants that:

- (a) It is not insolvent or bankrupt and no action, whether threatened or actual, has been taken to initiate any form of insolvency administration in relation to the Recipient;
- (b) All information provided by it to the Crown in connection with this Agreement was, at the time it was provided, true, complete and accurate in all material respects;
- (c) It is not aware of any material information that has not been disclosed to the Crown which may, if disclosed, materially adversely affect the decision of the Crown whether to provide the Grant Monies;
- (d) All representations made by it to the Crown as to its ability to complete the Project and to its financial status are true, complete and accurate in all material respects;
- (e) It is not aware of anything that might prevent it from carrying out any obligations under this Agreement;
- (f) It meets the approved Funding Eligibility Criteria;
- (g) It acknowledges it must use the Grant Monies for one-off capital expenditure and that requests for ongoing funding and operational costs will not be eligible for grants from the Fund;
- (h) It is a non-profit organisation which is not carried on for the profit or gain of any member and its rules do not allow money, property or any other benefits to be distributed to any of its members;
- (i) It has legal entity status as an incorporated society, a registered charitable trust, a statutory body including but not limited to a local authority within the meaning of the Local Government Act 2002, or a company with charitable status holding a deed or other documentation attesting to its legal status;
- (j) It has demonstrated community support for the Project, including financial support;
- (k) It has clearly specified its objectives for the Project which contribute to community development aspirations, consulted with the community on the Project, obtained feedback from the community,

genuinely considered the feedback from the community, and where relevant incorporated community feedback in relation to the Project;

- (l) Prior to making its Application it had already raised significant funds for the Project, which may have included cash donations, sponsorships and grants;
- (m) It has made no representations to the Crown that any unrealised pledges, unrealised debentures, unrealised offers to donate labour or materials, unconfirmed or promised funds are funds it has raised;
- (n) It is ineligible for, or unable to obtain, despite reasonable endeavours, sufficient funding from any sources other than the Crown;
- (o) It has secured commitments for significant community support towards the cost of the Project (cash and in-kind) from funding sources other than the Crown;
- (p) It has a robust governance and management structure which clearly shows the reporting and accountability lines of the decision-making body and the roles of the management arm of the organisation;
- (q) It has a set of internal controls in place including (as a minimum) two signatories to bank accounts, maintenance of a cashbook or equivalent, a treasurer as specified in the organisation's constitution or trust deed, tracking of different funding (including but not limited to a spreadsheet or journal entry system), and regular financial reporting to every full meeting of its governing body;
- (r) It has provided the Crown with its financial reports including but not limited to a statement of its accounting policies, a statement of income and expenditure covering the period between the date of its last financial accounts and the time of completing the Application, a statement of financial position and details of any contingent liabilities that have arisen since the date of its annual accounts;
- (s) Where it is an organisation that has had legal status for more than 16 months at the closing date of applications for a grant from the Fund, it has provided the Crown with annual accounts audited by a Chartered Accountant holding a current Certificate of Public Practice, and a year-to-date statement of income and expenditure prepared by a Chartered Accountant, Associate Chartered Accountant or a person with specified or auditing experience;
- (t) The Project is financially and technically sustainable (particularly over the longer term);
- (u) It has received verification from a company or person that routinely carries out feasibility studies as a part of their business that the Project is technically feasible, viable and practical, and likely to meet its intended aims;

- (v) Where the Recipient is a local authority, the Project is not for network infrastructure, as defined in section 197 of the Local Government Act 2002;
- (w) The Application was not made retrospectively for projects or parts of projects that have been completed;
- (x) The Forecast Costs are, at the time this Agreement is executed, true, complete and accurate in all material respects; and
- (y) The Application was not for the servicing of any debt.

5. Recipient's Obligations

5.1. The Recipient agrees to:

- (a) Complete the Project Milestones according to the Timetable set out in Schedule 2;
- (b) Disclose, in accordance with its reporting obligations in clause 9, any material change in:
 - i The scope of the Project;
 - ii The level of funds raised;
 - iii The amount of any other funding received for the Project;
 - iv The projected costs of the Project;
 - v The actual costs of the Project;
 - vi The level of debt incurred by the Recipient in relation to the Project;
 - vii Any direct or indirect pecuniary interest or conflict of interest of the Recipient or its members that will affect the Recipient's ability to complete the Project; or
 - viii The technical progress, design or specifications of the Project.
- (c) Disclose, in accordance with its reporting obligations in clause 9, full details (including minutes of relevant meetings) of all decisions relating to the governance of the Project;
- (d) Take all reasonable steps to avoid any situation that might reflect adversely on the Crown or compromise the Crown's standing or integrity;
- (e) Give such assistance to the Crown, during the operation of this Agreement or before or after the termination of this Agreement, as the Crown may reasonably require in complying with New Zealand law;

- (f) Comply with all directions given by the Crown's nominated representative that are reasonably required for the performance of this Agreement;
- (g) Advise the Crown immediately of all significant proposed or actual matters or risks that may impact on this Agreement or may affect the completion of the Project;
- (h) Not make any requests to the Crown for any funding other than the Grant Monies;
- (i) Spend the Grant Monies within the Term specified Schedule 3 unless written approval for an extension is obtained from the Crown before that period ends;
- (j) Spend the Grant Monies only for the purpose for which it was approved by the Crown unless written approval for a change of this purpose is obtained in advance from the Crown;
- (k) Return to the Crown any portion of the Grant Monies not spent on the purpose for which it was approved by the Crown;
- (l) Distribute any assets purchased with the Grant Monies to other community organisations in New Zealand if the Recipient winds-up or disposes of the assets;
- (m) Make available for inspection by the Crown, its employees, agents and contractors, any third party certification body and any auditor nominated by the Crown on a timely basis any files or records that may relate to the expenditure of the Grant Monies;
- (n) Allow the Crown, its employees, agents and contractors, any third party certification body and any auditor nominated by the Crown reasonable access at all reasonable times to any of the Recipient's records relevant to this Agreement and to the Recipient's premises or other premises where the Project is being carried out;
- (o) Inform the Crown of any changes in the Recipient such as a change of postal address; physical or email address; telephone or facsimile number; office holders; financial situation; or an intention to wind-up or cease operations or any other significant event, should this occur during the Term or before the Grant Monies have been fully used and accounted for;
- (p) Lay a complaint with the Police and notify the Crown immediately if any of the Grant Monies are stolen, misappropriated or misapplied;
- (q) Allow the Crown to collect information about the Recipient from other parties in respect of the Application;
- (r) Fulfil the reporting requirements set out in Schedule 2 and as otherwise required by the Crown;
- (s) Participate fully in any evaluation activities of the Crown related to the Fund;

- (t) Disclose, in accordance with its reporting obligations in clause 9, any matter that has or may have a significant impact on the project or on the performance of this Agreement.

6. Quality Standards

The Recipient will carry out its obligations under this Agreement with all due care, skill and judgment, and will complete the Project in accordance with:

- (a) The Project Milestones as set out in Schedule 2;
- (b) The best currently accepted principles and practice applicable to the field(s) of expertise relating to the Project; and
- (c) All applicable laws, regulations rules and professional codes of conduct or practice, including but not limited to the Health and Safety in Employment Act 1992, the Construction Contracts Act 2002, the Building Act 2004, and, if relevant the Local Government Act 2002.

7. Third Party Certification

The Recipient will engage at its own expense a third party certification body to certify in writing that the Project Milestones have been completed by the Recipient to a recognised standard, such as the ISO 9000 series or the standards of certifying bodies listed by the Joint Accreditation System of Australia and New Zealand.

8. Term

The term of this Agreement is as set out in Schedule 3 (the “Term”), unless terminated earlier under this Agreement.

9. Timetable And Reporting

- 9.1. **Timetable:** The Recipient will complete the Project Milestones by the dates set out in Schedule 2.
- 9.2. **Reporting:** The Recipient will report to the Crown as set out in Schedule 2.

10. Audit

10.1. **Consulting By The Crown Prior To Audit:** The Crown will consult with the Recipient prior to undertaking any review or audit related to the operation of this Agreement on the timing of the audit.

10.2. **Audit Of Recipient’s Records:** The Recipient must:

- (a) Maintain true and accurate records in connection with the use of the Grant Monies and the carrying out of the Project sufficient to enable the Crown to meet its obligations under the Public Finance Act 1989

and retain such records for at least 7 years after termination or expiry of this Agreement;

- (b) Maintain an appropriate financial management system to ensure that the Grant Monies are separately identified and managed within its accounts and only applied to the Project;
- (c) Permit the Crown, at the Crown's expense, to inspect or audit (using an auditor nominated by the Crown) from time to time until 7 years after termination or expiry of this Agreement, all records relevant to this Agreement;
- (d) Provide the Crown, or the Crown's auditors, with specific details indicating how the Grant Monies have been spent and detailing the amount and source of any other funds used for the Project;
- (e) Allow the Crown reasonable access to the Recipient's premises or other premises where the Project is being carried out from time to time; and
- (f) Appoint a reputable firm of chartered accountants as auditors to audit its financial statements in relation to the use of the Grant Monies.

10.3. **Notification Of Change:** The Recipient will give the Crown written notice, in accordance with clause 25, of any change during the course of this Agreement to:

- (a) The legal personality of the Recipient;
- (b) The ownership or control of the Recipient;
- (c) The constitution of the Recipient; or
- (d) The office holders of the Recipient.

11. Grant Monies And Payment

11.1. **Payments:** Subject to the terms of this Agreement being met by the Recipient, the Crown will pay the Grant Monies to the Recipient on the Terms of Payment set out in Schedule 3. The Recipient undertakes to the Crown only to use the Grant Monies to complete the Project and for no other purpose and to notify the Crown immediately if it becomes aware of any misapplication or misappropriation of any Grant Monies.

11.2. **The Crown May Decline To Grant Payment:** The Crown may at its discretion decline to make any payment of part or all of the Grant Monies. The Parties acknowledge the Crown's decision to make any payment from the Fund is final and is not subject to review.

11.3. **Refunding Grant Monies:** The Recipient will refund to the Crown any unspent Grant Monies within 10 working days of the earlier of the completion of the Project or the termination of this Agreement. Where all of the monies received by the Recipient to carry out the Project (including the Grant Monies) exceed the total cost of the Project, the Recipient will refund to the Crown the

excess amount. The Recipient is not required to refund, under this clause 11.3, any amount that exceeds the total amount of the Grant Monies.

- 11.4. **Appropriation:** In the event that any payment to the Recipient is due at a date beyond the Crown Financial Year, the Crown will be released from its obligation to pay any amount of the Grant Monies that remains unpaid after the Crown Financial Year if no appropriation to fund such Grant Monies is received by the Department of Internal Affairs.
- 11.5. **Future Funding:** Notwithstanding anything in this Agreement, the Recipient acknowledges that the Crown is under no obligation to enter into any further funding agreements with the Recipient.
- 11.6. **Taxes:** The Grant Monies specified in Schedule 3 to be paid or reimbursed to the Recipient are, unless otherwise specified, inclusive of any taxes (other than GST), duties, fees or other similar charges of any kind whatsoever (including, without limitation, any withholding taxes).

12. Disposal of Assets

If, at any time during the term of this Agreement, or afterwards, assets purchased by the Recipient with any portion of the Grant Monies are disposed of but not distributed to other community organisations in New Zealand in accordance with clause 5.1(l), the Recipient will pay any proceeds of such disposal to the Crown.

13. Obligations of Recipient as an Employer

- 13.1. **Principles:** If the Recipient is an employer, the Recipient agrees that it will operate as an employer in a manner that is consistent with equal employment opportunities principles and the Employment Relations Act 2000.
- 13.2. **Good Employer:** If the Recipient is an employer, the Recipient agrees that it will operate as a good employer by:
 - (a) Providing its staff with job descriptions that are consistent with the Recipient's obligation to complete the Project;
 - (b) Meeting regularly, but at least monthly, with its staff;
 - (c) Ensuring its staff receive sufficient support and supervision; and
 - (d) Encouraging its staff to attend relevant training.
- 13.3. **Sub-Contractors of the Recipient:** If the Recipient engages contractors or sub-contractors, the Recipient will encourage its contractors and sub-contractors to operate in a manner that is consistent with equal employment opportunities principles and the Employment Relations Act 2000 and to be good employers.

14. Termination

14.1. **By The Crown:** The Crown may immediately terminate this Agreement before the end of the Term if:

- (a) The Crown is not satisfied with the progress of the Project;
- (b) The Recipient fails to comply with, or to observe, any of the terms, conditions or covenants of this Agreement, and providing such failure is capable of being remedied, fails to remedy such failure within 14 days of the Crown giving written notice to the Recipient of the failure;
- (c) The Recipient is dissolved, becomes insolvent or goes into voluntary or compulsory liquidation, or an order is made, or a resolution is effectively passed for the winding-up or dissolution of the Recipient, or a receiver is appointed on behalf of debenture holders, or the Recipient is adjudicated bankrupt or otherwise ceases business; or
- (d) The Recipient does, or omits to do, something, or any matter concerning the Recipient comes to the Crown's attention, which, in the Crown's opinion, may damage the business or reputation of the Crown.

14.2. **Either Party:** Either Party may terminate this Agreement at any time before the end of the Term, subject to clause 17.3, immediately by written notice to the other Party.

14.3. **Termination Consequences:** Upon termination of this Agreement pursuant to clause 14:

- (a) The Recipient will immediately return to the Crown any part of the Grant Monies which has not been used in the delivery of the Project in accordance with this Agreement;
- (b) Any unpaid Grant Monies at such time shall not be deemed to be funds to which the Recipient has any further entitlement;
- (c) The Crown may require the Recipient to provide evidence of how the Grant Monies have been spent; and
- (d) The Crown will be released from its obligations to pay the Grant Monies or any other amounts which would otherwise have been payable under this Agreement and without prejudice to any other rights or remedies available to the Crown whether under this Agreement or at law or in equity.

15. Advertisements, Confidentiality And Information Sharing

15.1. **Publishing Information:** The Recipient acknowledges that the Crown may publish information about this Agreement, the Project and the Recipient, and agrees it may do so.

15.2. **Advertisements:** The Recipient agrees:

- (a) Not to disclose any terms of this Agreement in any newspaper, magazine, journal or other advertising medium, or broadcast on radio or television, without the prior approval of the Crown; and
 - (b) To acknowledge in all relevant publicity material, annual reports and similar documents relating to the Project, the Crown's role in funding the Project, with the prior approval of the Crown.
- 15.3. **Confidentiality:** If required by the Crown, the Recipient will keep information and matters relating to this Agreement confidential both during the Term of this Agreement and after the completion of the Project.
- 15.4. **Official Information Act:** The Recipient acknowledges that the Crown is subject to the Official Information Act 1982 and, in line with the policy of that Act, may be required to release information relating to this Agreement to the public unless there is good reason, in terms of that Act, to withhold the information.
- 15.5. **Information Sharing:** The Recipient acknowledges and agrees that the Crown may disclose to or obtain from any other government department or agency, private person or organisation, any information about the Recipient for the purposes of gaining or providing information related to funding of the Recipient.
- 15.6. **Continuing Effect:** This clause will continue to have effect even after this Agreement has been terminated or has expired but will cease to apply to any knowledge, information or data which is generally known to the public otherwise than by a breach of this clause.

16. Sub-Contracting and Tendering

- 16.1. **Sub-Contracting:** Except with the prior agreement of the Crown, the Recipient will ensure that all contracts for work or services in excess of \$20,000 will be tendered on a competitive basis and that at least three tenders are sought and considered.
- 16.2. **Tendering:** Where the value of any work contracted to any contractor is in excess of \$20,000 the Recipient agrees that no further procurement shall be made from that contractor without a competitive process of at least three tenders being sought regardless of the value of the work.
- 16.3. **Notification and Permission of Crown before Contracting:** Where the Recipient has not been able to obtain at least three tender prices the Recipient will notify the Crown and shall not enter into any contract without the written permission of the Crown.

17. Assignment; Severability

- 17.1. **No Assignment:** Neither Party may assign or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 17.2. **Complete Agreement:** This Agreement supersedes any prior agreement of the Parties relating to the subject matter, except as expressly stated.
- 17.3. **Severability:** In the event that any part of this Agreement becomes void or unenforceable, that part shall be severed from this Agreement, to the intent that all parts which are or do not become void or unenforceable will remain in full force and effect and be unaffected by any severance.

18. Amendment To Agreement

The Parties may at any time by supplemental agreement in writing vary, amend, add to, make substitutions in, or alter, this Agreement including the Schedules and after the execution of any such supplemental agreement this Agreement shall take effect accordingly. No amendment to the terms of this Agreement will be binding on either Party unless both Parties agree to that amendment in writing.

19. Force Majeure

Neither Party shall be liable for any act, omission nor failure to perform any obligation under this Agreement if such act, omission or failure is caused by force majeure.

20. Recipient Status

- 20.1. **Recipient Independent:** Nothing in this Agreement creates an employment, fiduciary, partnership, agency or joint venture relationship either between the Crown and the Recipient, or between the Crown and any of the Recipient's employees, contractors, volunteers or partners.
- 20.2. **No Employee Entitlements:** At no time and under no circumstances will the Crown have any liability to pay or be called upon by the Recipient to pay to the Recipient any sum or sums in respect of:
- (a) Holiday pay; or
 - (b) Taxes or levies under the Injury Prevention, Rehabilitation, and Compensation Act 2001; or
 - (c) Sick pay; or
 - (d) Redundancy or any other form of severance pay; or
 - (e) Superannuation.

21. Intellectual Property

- 21.1. Intellectual Property Existing Prior to the Commencement of this Agreement:** The Parties acknowledge that each Party shall retain ownership of any Pre-Existing Intellectual Property and ownership of Pre-Existing Intellectual Property shall not be altered or transferred merely by virtue of its use in relation to the Project.
- 21.2. Intellectual Property in Material Produced or Devised in Connection with this Agreement:** The ownership of any intellectual property rights in the reports provided by the Recipient to the Crown under clause 9 and Schedule 3 is the exclusive property of the Crown. The ownership of any intellectual property subsisting in any other document (including electronic documents), records, papers, recordings or other material produced or devised in connection with this Agreement or relating in any way to the Project is the exclusive property of the Recipient.
- 21.3. Intellectual Property Warranty and Indemnity:** The Recipient warrants that material created or developed in connection with this Agreement does not infringe the intellectual property rights of any third party. The Recipient will indemnify the Crown against all loss or liability arising from the use of any material used or created in connection with this Agreement, including any infringement or alleged infringement or any other claims by third parties about the ownership or right to use intellectual property rights in material used or created in connection with this Agreement.
- 21.4. Licence to Use Intellectual Property:** Subject to clause 21.2, the Recipient grants to the Crown a royalty free licence to allow the Crown to use any intellectual property subsisting in any document (including electronic documents), records, papers, recordings or other material produced or devised in connection with this Agreement or relating in any way to the Project. The licence shall continue for so long as the intellectual property subsists.

22. Conflict of Interest

The Recipient warrants to the Crown that it has no direct or indirect pecuniary interest or conflict of interest that will affect its ability to complete the Project.

23. Liability and Insurance

- 23.1. Liability:** The Crown is not liable for direct or indirect, consequential or incidental loss or damage arising under or in connection with this Agreement. The Crown's maximum liability under or in connection with this Agreement, however arising, is the total amount of the Grant Monies payable if the Project had been carried out in accordance with this Agreement.
- 23.2. Insurance:** The Recipient will hold and maintain for the term of this Agreement adequate insurance to cover standard commercial risks relating to the Project. The Recipient must, upon request by the Crown, provide the Crown with evidence of its compliance with this clause.

24. Relationship Management

- 24.1. **Relationship Managers:** If any dispute or difference arises between the Parties, the Relationship Managers will actively, openly and in good faith discuss that dispute or difference with a view to resolving it by mutual agreement.
- 24.2. **Minister to Make Final Decision:** The Parties acknowledge the Minister has the discretion to determine the outcome of any dispute or difference arising under this Agreement which cannot be settled by active, open and good faith discussion.

25. Notices

Notices or other documents to be given or sent under this Agreement may be given by one Party to the other by personal service, post, email or facsimile in accordance with the contact details set out in Schedule 3 marked for the attention of the relevant Representative.

26. Contracts (Privity) Act 1982

Nothing in this Agreement shall confer any benefit on any person who is not a party to this Agreement.

27. Governing Law

This Agreement is governed by and is to be construed in accordance with New Zealand law.

EXECUTED as an agreement by the Parties on the date written at the top of page 3.

SIGNED for and on behalf of **HER**)
MAJESTY THE QUEEN in right of)
New Zealand acting by and through the _____)
Secretary for Internal Affairs by:) _____
)

In the presence of:

Name:
Occupation:
Address:

SIGNED for and on behalf of
{insert name of applicant}
by:
{Name} _____
{Position}

In the presence of:

Name:
Occupation:
Address:

AND

{Name} _____
{Position}

In the presence of:

Name:
Occupation:
Address:

Schedule 1

The project

{Insert description of project}

The funding required approved by the Crown is detailed below.

	Per Application \$	Calculated by KPMG \$
Project Costs		
Less Fundraising by Trust		
Amount for which Funding is Required		
Maximum Funding Approved by Cabinet		
Funding Shortfall		
Total funding approved by the Department of Internal Affairs		

At the time of signing the Funding Agreement the following risks identified by KPMG to the Crown in the audit opinion had yet to be mitigated by the Trust:

- {Insert risks and mitigations}

Schedule 2

The Recipient has agreed to supply to the Crown evidence of completion of the Project, on a staged basis, in accordance with the following list of Project Milestones:

Project Milestone	Third party verification	Date due	\$ Ex GST

Schedule 2

Project Milestone	Third party verification	Date due	\$ Ex GST

Schedule 2

Project Milestone	Third party verification	Date due	\$ Ex GST

Schedule 3

Funding Eligibility Criteria (clause 2):

The Recipient has satisfied the Crown that the Application meets all of the funding eligibility criteria specified in the scheme's application and administrative documentation.

Representatives (clause 3):

(a) For the Crown:

Sarah Hill
National Service Delivery Manager
Local Government and Community Branch
Department of Internal Affairs
1 Waring Taylor Street
PO Box 805
Wellington
Email: Sarah.hill@dia.govt.nz
Fax: (04) 460-2247

(b) For the Recipient:

{Insert name and contact details for applicant}

Term (clause 8):

The term of this Agreement is from the date it is signed and expires on {insert expiry date}.

Timetable (clause 9):

The Recipient will complete the Project in accordance with the Project Milestones set out in Schedule 2 of this Agreement.

Reporting (clause 9):

The Recipient will complete and provide to the Crown progress reports, outlining the benefits to the community of grant expenditure, how the grant has enabled it to contribute to the outcomes for which the Fund is intended and detailing the completion of the project in terms of actual costs, including variations to budgeted project costs. These reports will be provided in accordance with the timetable set out in Schedule 2 of this Agreement.

The Recipient will provide the Crown with a final accountability report by {insert date}. At this time the Recipient will provide the Crown with set of final financial reports for the year ending {insert date}, which will include the following statements, with the Project costs clearly identified for the completion of an {insert name of project}.

- {insert any other requirements}

Grant Monies and Terms of Payment (clause 11):

The Crown has agreed to pay the Recipient the Grant Monies amounting to a total of \${insert amount} plus GST. However the Crown reserves the right to not advance funding for the purpose of mitigating any foreign exchange risk which may occur during the construction of the project.

The funds to be paid, on receipt by the Crown of satisfactory evidence from the Recipient at each stage, in accordance with the following schedule:

- i. On completion of Project Milestone (1) and (2), \${insert amount} plus GST
- ii. On completion of Project Milestone (3), \${insert amount} plus GST.
- iii. On completion of Project Milestone (4) and (5), \${insert amount} plus GST.
- iv. On completion of Project Milestone (6), \${insert amount} plus GST.
- v. On completion of Project Milestone (7), \${insert amount} plus GST
- vi. On completion of Project Milestone (8) and (9), \${insert amount} plus GST
- vii. On completion of Project Milestone (10), \${insert amount} plus GST
- viii. On completion of Project Milestone (11), \${insert amount} plus GST
- ix. On completion of Project Milestone (12) and (13), \${insert amount} plus GST