

## NSW Landcare enabling program 2023-2027 – Aboriginal Partnerships Grant

### Local Land Services

Agency/Division      [Programs & Partnerships](#)

Grantee                      [Click here to enter text.](#)

Project number          [Click here to enter text.](#)



## Table of Contents

Background .....	3
Details .....	4
Special Conditions.....	5
Terms and Conditions .....	6
Definitions and Term .....	6
What you must do .....	8
Ground works.....	9
The Grant and your co-contribution .....	10
Payment of Grant instalments.....	12
Reporting and monitoring.....	13
Material and Information .....	14
Dealing with Risk.....	16
Terminating the Deed .....	17
Other Legal Matters .....	18
Executed as a deed .....	21
<b>Alternative Signature Blocks</b> .....	22
Schedule A – Project Plan and requirements .....	23
Schedule B – Reporting Requirements .....	26
Attachments.....	27

## Background

- A. The NSW Government established the Landcare Enabling Program 2023-2027 (LEP) to enhance the capacity, efficiency and self-sustenance of the NSW Landcare movement. Phase 3 of the LEP includes an Aboriginal Partnerships Grant program (“the program”).
- B. The *objectives* of this grant program are to:
  - a. improve Landcare’s ability to engage positively and respectfully with Aboriginal communities, supporting their aspirations and strengthening partnerships through collaborative and mutually beneficial programs, engagements and opportunities
  - b. improve the Aboriginal cultural knowledge and competence of landcarers
  - c. providing meaningful and culturally safe Aboriginal employment opportunities within Landcare networks.
- C. You have applied for the Grant under the Program for your Project.
- D. LLS will pay the Grant to you, and you agree to be responsible for completing the Activities, reporting and other obligations, as set out in this Deed.

## Details

<b>LLS</b>	Name	Local Land Services, a body corporate established by Local Land Services Act 2013
	ABN	57 876 455 969
	Agency/Division	<a href="#">Click here to enter text.</a>
	Address	<a href="#">Click here to enter text.</a>
<b>LLS Authorised Officer</b>	Name	<a href="#">Click here to enter text.</a>
<i>(The Authorised Officer should be a Senior Executive leading the team managing the Project. The Authorised Officer will receive any formal notices under the Deed.)</i>	Position	<a href="#">Click here to enter text.</a>
	Address	<a href="#">Click here to enter text.</a>
	Telephone	<a href="#">Click here to enter text.</a>
	Mobile	<a href="#">Click here to enter text.</a>
	E-mail	<a href="#">Click here to enter text.</a>
<b>Grantee ('You')</b>	Name	<a href="#">Click here to enter text.</a>
	ABN	<a href="#">Click here to enter text.</a>
	Legal entity	<a href="#">Click here to enter type of legal entity</a>
	Business name	<a href="#">Click here to enter text.</a>
	Address	<a href="#">Click here to enter text.</a>
<b>Your Authorised Officer</b>	Name	<a href="#">Click here to enter text.</a>
<i>(The Authorised Officer should be senior to the person managing the Project day to day. The Authorised Officer will receive any formal notices under the Deed.)</i>	Position	<a href="#">Click here to enter text.</a>
	Address	<a href="#">Click here to enter text.</a>
	Telephone	<a href="#">Click here to enter text.</a>
	Mobile	<a href="#">Click here to enter text.</a>
	E-mail	<a href="#">Click here to enter text.</a>
<b>Program</b>	<a href="#">LEP Aboriginal Partnerships Program</a>	
<b>Program Guidelines</b>	The published guidelines for the Program.	
<b>Project</b>	<a href="#">Click here to enter title of Project</a>	
	The Project is funded under the Program. Details of the Project are set out in <b>Schedule A – Project Plan</b> and documents attached or cross-referenced in this Deed.	
<b>Site</b> <i>(where On-ground Works for the Project will be carried out)</i>	<a href="#">Click here to enter text.</a>	
	OR	
	<input type="checkbox"/> <a href="#">The Project does not involve On-ground Works.</a>	

<b>Grant</b>	A maximum total amount of \$ <a href="#">Click here to enter total amount of Grant</a> (GST exclusive) payable in Instalments as detailed in Schedule A.
<b>Your Co-Contribution</b>	<input type="checkbox"/> A minimum total amount of \$ <a href="#">Click here to enter text.</a> (GST exclusive) provided in cash <input type="checkbox"/> A minimum total amount of \$ (GST exclusive) provided in-kind, consisting of <a href="#">Click here to enter text.</a> as detailed in <b>Schedule A.</b> <b>OR</b> <input type="checkbox"/> <b>Not applicable.</b>
<b>Commencement Date</b> <i>(of this Deed)</i>	The date on which this Deed is executed by the last party.
<b>Invoice Requirements</b>	Send invoice to Landcare.admin@lls.nsw.gov.au

## Special Conditions

### SC1. Timing

- (a) You must commence the Project within **1 month** of the Commencement Date.
- (b) You must complete the Project by **30 April 2027** for consultants, events and on-ground works and by **30 June 2027** for the employment of staff.
- (c) You warrant that, to the best of your knowledge, no serious planning, construction, zoning or other impediments exist which may impede delivery of the Project on time.
- (d) You warrant that you have the necessary expertise (or can subcontract experienced and qualified personnel) to deliver the Project on time.

### SC2. Lead Applicant

If you are the lead applicant for a consortium which applied for the Grant, you warrant that you have an agreement in place with the other consortium members setting out the members' roles and responsibilities in relation to the Project. You remain solely responsible for the performance of the Project and compliance with the terms and conditions of this Deed.

### SC3. On-ground Works

Clauses 6 and 7 only apply if the Project involves On-ground Works.

# Terms and Conditions

## Definitions and Term

---

### 1. Interpretation and Definitions

#### 1.1. Interpretation

Unless the context requires otherwise, in this Deed:

- (a) the terms defined in the Details have the meaning ascribed to them there;
- (b) where any time limit pursuant to this Deed falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
- (c) specific examples do not limit the meaning of general words introduced by “including” or “for example” or similar expressions;
- (d) monetary amounts are expressed in Australian dollars;
- (e) references to persons include bodies corporate, government agencies and vice versa;
- (f) references to the parties include references to respective directors, officers, employees and agents of the parties;
- (g) nothing in this Deed is to be interpreted against a party solely on the grounds that the party put forward this Deed or any part of it; and
- (h) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

#### 1.2. Definitions

Unless the context requires otherwise, in this Deed:

**Activity** means the activities and/or agreed results which you must achieve, as described in **Schedule A – Project Plan**, which are elements of the Project.

**Activity Period** means the period specified in **Schedule A – Project Plan** during which the Activity must be completed.

**Business Day** means any day other than a Saturday, Sunday or public holiday in New South Wales.

**Claim** means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs and expenses on a full indemnity basis.

**Confidential Information** means any written or oral information of a party that:

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

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

**Correctly Rendered Invoice** means an invoice that:

- (a) sets out your contact details including ABN;

- (b) specifies the amount to be paid, and whether or not this includes GST;
- (c) identifies this Deed and any Activities to which the payment applies; and
- (d) is sent in accordance with the Invoice Requirements specified in the Details or otherwise notified by LLS.

**Data Breach** means any access to, or disclosure of, information in your possession or control which includes data (including Personal Information):

- (a) that LLS provided to you; or
- (b) that you have obtained in the course of carrying out the Activities;

unless such access or disclosure complies with this Deed.

**Deed** means this funding deed document and includes the Details, Special Conditions, Terms and Conditions, **Schedule A – Project Plan**, **Schedule B- Reporting Requirements** and any other schedules, annexures or other documents cross-referenced in this deed.

**Eligible Cost** means a cost you incur in relation to the Project or Activities, which:

- (a) comes within listed categories of Eligible Costs in the Program Guidelines, or which LLS has approved in writing at its discretion; and
- (b) is not within the list of Ineligible Costs in the Program Guidelines.

**Financial Statement** means a financial statement of income and expenditure in respect of the Grant as referred to in **clause 18** (Financial information).

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related regulations and instruments.

**Instalment** means a payment of part of the Grant which LLS will pay to you as set out in **Schedule A – Project Plan**.

**Intellectual Property or IP** includes:

- (a) all present and future rights conferred by statute, common law or equity in relation to copyright, inventions, plant varieties, trademarks, designs, patents; and
- (b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how,

but does not include moral rights as defined in the *Copyright Act 1968* (Cth).

**Law** means any applicable:

- (a) statute, rule, regulation, by-law or statutory instrument of the Commonwealth, any State or Territory, or local government area;
- (b) order, request or direction issued by a regulator or other authority; or
- (c) other requirement having the force of law;

as amended, consolidated or replaced from time to time.

**Notice** means any approval, consent, instruction, order, direction, statement, request or certificate, or other communication one party gives to another party in writing under this Deed.

**On-ground Works** means works or Activities that by nature must take place at a particular geographical place (the Site), including:

- (a) environmental and / or cultural improvements or protections such as tree-planting, fencing, or weed control
- (b) physical alterations of land, construction, or placement of objects at the Site; or
- (c) activities that must be carried out physically at the Site for any reason.

**Personal Information** has the same meaning as in the *Privacy and Personal Information Protection Act 1998* (NSW).

**Privacy Law** means the *Privacy and Personal Information Protection Act 1998* (NSW), *Health Records and Information Privacy Act 2002* (NSW) and the *Privacy Act 1988* (Cth) and includes any directions, regulations, codes of practice and principles made under those Acts.

**Progress Report** means a written progress report referred to in **clause 17** (Progress Reports).

**Project Material** means any data, reports, images, online content or other material created as part of or in performance of the Project.

**Related Funding** means any existing or proposed funding arrangement that concerns the Project, the Activities or any related matters.

## 2. Term

- 2.1. This Deed will commence on the Commencement Date.
- 2.2. This Deed will end when you have completed the Project to LLS's satisfaction and LLS has paid all Instalments due.

## What you must do

---

### 3. The Project

- 3.1. You must:
  - (a) ensure each Activity is completed within the Activity Period; and
  - (b) deliver the Project in accordance with Schedule A and this Deed.

### 4. Your general obligations and warranties

- 4.1. You must:
  - (a) comply with all Laws that are relevant to the Project, this Deed, or your registration as an entity;
  - (b) comply with all policies, guidelines and reasonable directions LLS provides to you;
  - (c) comply with the Program Guidelines; and
  - (d) not do anything that may cause damage to the reputation of LLS or the Program.
- 4.2. You represent and warrant that at the date you execute this Deed:
  - (a) all information which you have provided to LLS is true and correct;
  - (b) you have full power and authority to enter into this Deed and to perform your obligations;
  - (c) you have the expertise, skills and resources to perform your obligations under this Deed;

- (d) you have obtained all necessary project, activity and planning approvals necessary for your Project; and
- (e) you are not aware of any circumstances, including any financial circumstances or litigation or other proceeding that are taking place, pending or threatened, which might affect your ability to comply with the Deed or which may cause damage to the reputation of LLS or the Program.

4.3. You must promptly notify LLS as soon as you become aware of:

- (a) any material change to your legal status or to any representation and warranty given under this Deed, including if your financial circumstances change or you become subject to legal proceedings;
- (b) any significant delay or suspension of the Project;
- (c) your inability to proceed with the Project; or
- (d) any other matter that is reasonably likely to adversely affect your conduct of the Activities or your performance of this Deed;

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

## 5. Variations to the Project

5.1. If you wish to vary the Project, including any Activity or other matter set out in **Schedule A-Project Plan** such as:

- (a) changes to the scope of the Project or the Site or revised priorities for the Project; or
- (b) changes to the timeframe for delivery of the Project, including extensions to completion of Activities,

you must first make a written request to LLS and provide such information as is reasonably required by LLS.

5.2. Following your request for a variation under **clause 5.1**, LLS will decide whether or not to approve your request in its sole discretion. No variation is approved until LLS notifies you in writing of its approval.

## On-ground works

---

### 6. Ownership of Site and access

6.1. If you own the Site or hold it under a Western Lands lease, you agree that, if you decide to sell or lease the Site during the term of this Deed, you will:

- (a) promptly notify LLS;
- (b) seek to have this Deed novated to the incoming purchaser, tenant, or transferee of the Site for the remainder of the Project; and
- (c) if this Deed is not novated within 60 days of concluding the property transaction, repay to LLS the portion of the Grant applicable to Activities that have not yet been completed, within 30 days of an invoice from LLS.

- 6.2. If you are not the owner or Western Lands leaseholder of the Site:
- (a) you warrant that you have obtained the written agreement of the landowner that you (and your agents and subcontractors) have permission to access the Site and to complete the Project at the Site;
  - (b) you must notify LLS immediately on being informed of any plan by the landowner to sell or lease the Site during the term of this Deed; and
  - (c) you indemnify, and agree to keep indemnified, LLS, the Crown in right of the State of NSW and their officers, employees and agents against any loss (including legal costs and expenses on a solicitor/own client basis) or liability arising directly or indirectly from any Claim by the land owner in connection with the Project.
- 6.3. You must give LLS and its agents reasonable access to the Site to inspect the progress of the Project, carry out surveys, undertake monitoring and any related purposes for the Term.

## 7. Cultural and environmental heritage

- 7.1. Without limiting your obligations under this Deed, you must obtain all required permits and approvals required under relevant Laws, and pay any related fees and charges, for:
- (a) native vegetation clearing;
  - (b) works in streams;
  - (c) threatened species; and
  - (d) Aboriginal cultural heritage;
- before starting work on the Project.
- 7.2. You acknowledge that:
- (a) it is an offence under the *National Parks and Wildlife Act 1974* (NSW) to harm or desecrate Aboriginal objects or places;
  - (b) you may have a duty under that Act to conduct due diligence checks prior to commencing the Project; and
  - (c) If you find any Aboriginal objects during the Project, you must immediately:
    - i. cease the Project;
    - ii. comply with any relevant requirements in Attachment 1; and
    - iii. notify LLS.

## The Grant and your co-contribution

---

### 8. The Grant

- 8.1. The Grant is the maximum amount which LLS will pay to you in respect of the Project. You warrant that you have prepared or approved a scope of works and costs estimate for the Project before signing this Deed.
- 8.2. You agree that:
- (a) you are responsible for any costs for the Project that exceed the Grant, whether or not you expected to incur such costs before signing this Deed;
  - (b) you will obtain any additional funding necessary to carry out the Project; and
  - (c) you are responsible for all maintenance costs relating to the Project.

- 8.3. You must immediately notify LLS if:
- (a) you incorrectly claim an amount of the Grant;
  - (b) you spend an amount not in accordance with this Deed; or
  - (c) an amount:
    - i. has been overpaid;
    - ii. is surplus to the requirements of an Activity; or
    - iii. is unspent upon termination or expiry of this Deed,
- and you must promptly repay any such amount.

## **9. No overlap with other funding**

- 9.1. You agree that there must be no overlap between the Activities funded under this Deed and activities covered by any other funding arrangements you have entered into, or that you may enter subsequently.
- 9.2. You must:
- (a) notify LLS immediately of any Related Funding; and
  - (b) cooperate with LLS and the provider of the Related Funding to ensure that there is a clear distinction between the Activities funded by this Deed and the activities you are required to carry out under the Related Funding deed.

## **10. Your Co-contribution**

- 10.1. If the Details provide for you to make a Co-contribution, you must:
- (a) provide your Co-Contribution in accordance with Schedule A;
  - (b) spend Your Co-Contribution on the Project, in compliance with the same requirements as apply to the Grant under this Deed; and
  - (c) provide evidence of your expenditure of Your Co-Contribution on the Project as and when LLS requires, in compliance with the same requirements as apply to the Grant under this Deed.

## **11. Acquitting the Grant and Co-contribution**

- 11.1. You must spend the Grant and Co-contribution only on Eligible Costs.
- 11.2. You must provide LLS with:
- (a) any acquittal requirements specified in Schedule A, and
  - (b) without limitation, as and when it requires, evidence of:
    - i. your expenditure of the Grant and Co-Contribution, and of how the expenditure contributed to the Project;
    - ii. how your expenditure of the Grant achieves value for money for the Project.
- 11.3. In accounting for your in-kind Co-contribution (if relevant) and for any payment of Grant or Co-contribution monies to a related person or entity, you must provide evidence that the relevant goods or services were valued on an arms' length basis.

## Payment of Grant instalments

---

### 12. Paying Instalments

- 12.1. LLS will pay the Instalments as set out in **Schedule A- Project Plan** on condition that you have provided LLS with:
- (a) a Correctly Rendered Invoice that clearly identifies the Instalment you are claiming;
  - (b) evidence that you have completed the Activities within the applicable Activity Periods;
  - (c) evidence that you have spent any previous Instalments in accordance with this Deed; and
  - (d) any additional information which LLS requires to satisfy itself that you are complying with all of your obligations under this Deed.
- 12.2. LLS will pay an Instalment within 30 days of receiving all documents required under **clause 12.1**.
- 12.3. On receiving an Instalment, you must immediately deposit it in your account with an Australian branch of an established bank, building society or credit union, which you alone control and allows for the Grant to be separately identified. You must keep the Instalment monies on trust for LLS in such account until you require it for an Activity or repay it to LLS under **clause 14** (Repaying and deducting amounts).
- 12.4. Notwithstanding **clauses 12.1** and **12.2**, if LLS pays you an Instalment, it may require you to repay all or part of the amount under **clause 14** (Repaying and deducting amounts).

### 13. Changing and withholding Instalments

- 13.1. LLS may change the amount of the Instalment (but not the total Grant) by issuing you with a Notice setting out the details of the changes.
- 13.2. LLS may, on giving Notice, withhold payment of any Instalment if, and for so long as, LLS reasonably believes that:
- (a) you have not complied with this Deed; or
  - (b) circumstances exist which might affect your ability to perform the Deed or which may cause damage to the reputation of LLS or the Program.
- 13.3. If LLS withholds an Instalment under this **clause 13**, you must continue to perform your obligations under this Deed.

### 14. Repaying and deducting amounts

- 14.1. This **clause 14.1** applies if you:
- (a) fail to complete the Project on time;
  - (b) fail to comply with **clause 8.3**; or
  - (c) otherwise fail to comply with this Deed.
- 14.2. If **clause 14.1** applies, LLS may by Notice:
- (a) require you to repay all, or part of, the Grant to LLS within 20 Business Days or to otherwise deal with that amount as LLS directs;

- (b) deduct an amount from any future Instalments; or
  - (c) set off an amount against any payment which LLS is due to pay to you on a different funding program.
- 14.3. An amount to which **clause 14.1** applies, or which LLS has claimed under **clause 14.2**, is a debt due and owing by you to LLS without the need for further proof.
- 14.4. This **clause** does not limit LLS's rights under this Deed or at law.

## 15. Reducing the Grant

- 15.1. LLS may reduce the amount of the Grant not yet paid by giving you at least 20 Business Days' notice if:
- (a) LLS does not receive sufficient funds from the Commonwealth Government, or other relevant source, to provide the Grant for the Project; or
  - (b) there is a change in NSW Government policy which affects the Program, the Project or allocation of funds for the Grant.
- 15.2. If LLS reduces the Grant under this **clause 15**, LLS will agree with you any necessary consequent variation to this Deed, for example, by reducing the scope of the Activities.

## 16. GST

- 16.1. Unless otherwise indicated, all consideration for any supply under this Deed is exclusive of any GST imposed in relation to the supply.
- 16.2. If:
- (a) despite any other provision of this Deed, GST is imposed on a supply you make to LLS under this Deed; and
  - (b) LLS is or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply;
- LLS will pay 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 Deed in relation to that supply.
- 16.3. If you are not registered under the GST Law you will not be entitled to receive any additional amount as provided under this **clause 16**.
- 16.4. If for any reason LLS pays you an amount under this **clause 16** which is more than the GST imposed on the supply, you must repay the excess to LLS on demand or LLS may set off the excess against any other amounts due to you.

## Reporting and monitoring

---

### 17. Progress Reports

- 17.1. You must provide LLS with written Progress Reports at the times and containing the information specified in **Schedule B – Reporting Requirements**.
- 17.2. If any Progress Report contains information confidential to you, you must mark the relevant parts of the Progress Report accordingly.

17.3. If LLS does not accept a Progress Report as satisfactory, you must submit a revised Progress Report within ten Business Days of your receipt of LLS's request.

## 18. Financial information

18.1. You must provide Financial Statements in respect of the Grant to LLS within 60 Business Days after:

- (a) completion of the Project or termination of this Deed; and
- (b) the completion of each Financial Year until the completion of all Activities.

18.2. The Financial Statements must include a definitive statement as to whether:

- (a) the financial information for the Project represents the financial transactions fairly and is based on proper accounts and records; and
- (b) the Grant was expended for the Project and in accordance with this Deed.

18.3. You must keep financial accounts and records relating to the Project so as to enable:

- (a) all receipts and payments related to the Project to be identified in your accounts and reported in accordance with this Deed;
- (b) unless notified by LLS, the preparation of financial statements in accordance with Australian Accounting Standards; and
- (c) generation of an income and expenditure statement for each financial year of the Project with the budget, including:
  - i. a schedule of the Significant Assets acquired, sold, written-off or otherwise disposed of during each financial year; and
  - ii. a comparison of the income and expenditure in each financial year against the budget; and
  - iii. the audit of those records in accordance with Australian Auditing Standards.

## 19. Monitoring and evaluation

19.1. To assist LLS to monitor and evaluate the Project, the Program and your performance, you must, on reasonable notice and in a timely manner:

- (a) provide the data and reports specified in **Schedule B- Reporting Requirements**;
- (b) make appropriate personnel available to meet with LLS;
- (c) make reliable and adequate records available to LLS;
- (d) allow LLS and its authorised representative reasonable access to the Site to inspect the conduct of Activities;
- (e) provide other information which LLS requires concerning the Project, your structure, your finances or your financial viability; and
- (f) participate in any survey, interview or feedback regarding the Project or Program.

## Material and Information

---

### 20. Intellectual Property

20.1. Intellectual Property in all Project Material vests in you.

- 20.2. If LLS requests copies of the Project Material you must provide them to LLS within ten Business Days.
- 20.3. You grant LLS a non-exclusive, irrevocable, royalty-free licence (including the right to sub-license) to use the Project Material for any purposes.
- 20.4. You warrant that the use of Project Material in accordance with this Deed will not infringe any third party's IP rights.

## **21. Confidential Information**

- 21.1. Each party must keep the other party's Confidential Information confidential and not disclose it to any other person without the prior written consent of the disclosing party, subject to this clause.
- 21.2. Each party may disclose the other party's Confidential Information:
  - (a) to its contractors as reasonably required for the purposes of this Deed;
  - (b) to its legal and professional advisors for the purpose of obtaining professional advice; or
  - (c) as required or authorised by Law or parliament;provided the party ensures that the recipient keeps the Confidential Information confidential.

## **22. Public Announcements and Acknowledgement**

- 22.1. You must:
  - (a) seek the consent of LLS before making any public announcement about the Project and before using any branding or logos of LLS or the NSW Government;
  - (b) acknowledge the support of LLS and, if relevant, the Commonwealth, as directed by LLS from time to time:
    - i. in any public statements about the Project;
    - ii. on the home page of any web site established in connection with the Project; and
    - iii. on any equipment or other facility funded wholly or in part by LLS;
  - (c) comply with the applicable NSW Government guidelines for acknowledging funding; and
  - (d) use your best efforts to ensure that LLS and its Minister are given a reasonable opportunity to participate in media coverage or other promotion of the Project.
- 22.2. LLS may disclose information about the Project and the Grant in any media, such as media releases, social media, case studies, promotional material and in response to media enquiries.

## **23. Privacy and data**

- 23.1. To the extent that you deal with Personal Information in conducting the Project, you must:
  - (a) comply with applicable Privacy Law;
  - (b) not cause LLS to breach any of its obligations under Privacy Law;
  - (c) immediately notify LLS if you become aware of a Data Breach or other actual or potential breach of privacy; and
  - (d) include equivalent requirements regarding Personal Information (including this clause) in any subcontract you enter into for the provision of any of the Activities under this Deed.

## 24. Disclosure of Information

- 24.1. You acknowledge that LLS is required to publish detailed information about the Grant on the NSW Government Grants and Funding Finder at [nsw.gov.au/grants-and-funding](http://nsw.gov.au/grants-and-funding), except to the extent such information would identify individuals or otherwise conflict with the Law. You must provide any information which LLS needs to meet those publication requirements including, where relevant, any funding amounts which you transfer to indirect grantees as downstream recipients.

## Dealing with Risk

---

### 25. Insurance

- 25.1. You must maintain, during the term of this Deed:
- (a) a broadform public liability policy of insurance to the value of at least \$20 million in respect of each claim and unlimited in the aggregate as to the number of occurrences in the policy period;
  - (b) workers' compensation insurance as required by all relevant Laws; and
  - (c) any additional insurance policies LLS requires in writing.
- 25.2. You must not do, permit or suffer any act or omission that could lead to any of the policies referred to in this **clause 25** being vitiated or rendered void or voidable.
- 25.3. If requested by LLS, you must provide a copy of valid and current certificates of currency for each or any of the policies described above.
- 25.4. Without limiting **clause 25.1**, each party warrants that it has and will maintain appropriate insurance to cover any liability it may incur in relation to this Deed.

### 26. Indemnities

- 26.1. You must indemnify and keep indemnified LLS, the Crown in right of the State of New South Wales and their officers, employees and agents against any Claim they incur or that is made against them by any person, whether arising directly or indirectly, in connection with:
- (a) the Grant or the use of any outcomes from the Project;
  - (b) your breach of this Deed;
  - (c) any unlawful or negligent act or omission by you, your employees or your subcontractors in connection with this Deed;
  - (d) any illness, injury or death of any person you, your employees or your subcontractors cause or contribute to, in connection with this Deed;
  - (e) any loss or damage to real or personal property you, your employees or your subcontractors cause or contribute to, in connection with this Deed; or
  - (f) any act or omission by you, your employees or your subcontractors in connection with this Deed that is in infringement of any Intellectual Property, or privacy rights of LLS or any third party.
- 26.2. Your liability to indemnify LLS under this **clause 26**:

- (a) will be reduced proportionately to the extent that LLS's negligent or unlawful acts or omissions, or those of its officers, employees or agents contributed to the relevant loss or liability; and
- (b) does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Deed.

## Terminating the Deed

---

### 27. Termination by either party for breach

27.1. Where a party has breached this Deed:

- (a) the other party may give a Notice to that party requiring it to rectify that breach within 30 days of receiving that Notice; and
- (b) if the party which received the Notice fails to rectify that breach in time, the other party may terminate this Deed immediately by giving a further Notice.

### 28. Termination by LLS for cause

28.1. LLS may terminate this Deed by Notice, with effect on the date stated in the Notice, if:

- (a) you breach this Deed and, in LLS's reasonable opinion, the breach is incapable of remedy;
- (b) you have provided misleading or incorrect information in your application for funding or in reports, invoices or information you provide in connection with this Deed;
- (c) LLS considers that termination is necessary to avoid damage to the reputation of LLS or the Program;
- (d) LLS considers that the Project is no longer viable;
- (e) you breach any of the following clauses: **clause 3** (Your general obligations and warranties); **clause 17** (Progress Reports), **clause 21** (Confidential Information), **clause 25** (Insurance) or **clause 33.10** (Assignment);
- (f) LLS considers that there has been a material change in circumstances in your financial position, your structure or your identity; or
- (g) you become insolvent, if you are the subject of a debtors or creditors petition under the *Bankruptcy Act 1966* (Cth), or if you resolve to go into administration or liquidation or have a summons for your winding up presented to a Court or enter into any scheme of arrangement with your creditors.

### 29. Termination by LLS without cause

29.1. LLS may terminate this Deed without cause (and without the need to give reasons) by giving you at least 20 Business Days' notice.

29.2. LLS will pay your reasonable, substantiated costs (other than loss of profit or income) necessarily and directly incurred as a result of such termination provided that:

- (a) you use your best efforts to minimise those costs; and
- (b) the total amount of those costs will not exceed the total amount of unpaid Grant forfeited through termination under this **clause 29**.

### 30. Consequences of termination

- 30.1. On termination or expiry of this Deed, accrued rights and obligations are not affected.
- 30.2. You must, within 10 Business Days of termination:
- (a) repay to LLS any amount it requires under **clause 14** (Repaying and deducting amounts) including any unspent portion of the Grant;
  - (b) provide to LLS:
    - (i) any reports due or that LLS otherwise reasonably requests; and
    - (ii) any Project Material which LLS owns, or which is licensed to LLS under this Deed, in a format which permits LLS to exercise its IP rights in respect of that Project Material; and
  - (c) deliver up to LLS any Significant Assets as LLS may require if LLS has terminated the Deed; and
  - (d) destroy any Confidential Information LLS has provided to you other than: one copy to determine any continuing legal obligations; and copies created electronically by automated backup systems.
- 30.3. **Clauses 27 to 30** (Termination) do not limit the rights of a party under this Deed or at law.

## Other Legal Matters

---

### 31. Dispute Resolution

- 31.1. If a dispute arises in relation to this Deed (“a **Dispute**”), a party must comply with this **clause 31** before starting court proceedings except proceedings for urgent interlocutory relief.
- 31.2. A party claiming that a Dispute has arisen must notify the other party giving details of the dispute (“**Dispute Notice**”) in accordance with the requirements of **clause 32** (Notices).
- 31.3. Following receipt of a Dispute Notice, each party must refer the Dispute to a senior representative, who:
- (a) does not have prior direct involvement in the Dispute; and
  - (b) has authority to negotiate and settle the Dispute.
- 31.4. If the Dispute is not resolved within 10 Business Days, from the date the Dispute Notice is received by the party to whom the Dispute Notice is given, the party which gave the Dispute Notice must refer the Dispute for mediation by the [Australian Disputes Centre](#) (ADC) for resolution in accordance with the mediation rules of the ADC.
- 31.5. If the Dispute is not resolved within 40 Business Days after referral to mediation either party may initiate proceedings in court.
- 31.6. Each party must pay its own costs of complying with this **clause 31** and split the costs of the mediator evenly.

### 32. Notices

- 32.1. Unless otherwise stated in this Deed, all Notices to be given under this Deed must be in writing, and hand-delivered or emailed to the Authorised Officer specified in the Details.

32.2. The receiving party will be deemed to have received the Notice as follows:

- (a) if hand delivered, on the day on which it is delivered or left at the relevant address;
- (b) if sent by email before 5:00pm on a Business Day, the first of the following occurring:
  - i. when the sender receives an automated message confirming delivery; or
  - ii. four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered; or
- (c) if sent by email after 5:00pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.

32.3. Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

### 33. General

33.1. **Survival:** The following clauses survive termination or expiry of this Deed: clause 8 (the Grant), **clause 14** (repaying and deducting amounts), **clause 18** (financial information), **clause 19** (monitoring and evaluation), **clause 20** (Intellectual Property), **clause 21** (Confidential Information), **clause 23** (privacy and data), **clause 24** (disclosure of information), **clause 25** (insurance), **clause 26** (indemnities), **clause 30** (consequences of termination), **clause 31** (dispute resolution), this **clause 33.1** (survival), **clause 33.3** (keeping of records), **clause 33.13** (governing law) and any other clause which by its nature is intended to survive this Deed.

33.2. **Subcontractors:** You remain fully responsible for the performance of the Project if you subcontract the performance of any part of the Project.

33.3. **Keeping of records and rights of access to such records:** You:

- (a) must keep complete and accurate records and books of account with respect to your performance of the Activities ("**Records**"), and must retain such Records for a minimum of seven (7) years after expiry or termination of this Deed;
- (b) authorise LLS and any State or Commonwealth Government department or agency ("**Auditors**") that has provided moneys to LLS for the purposes of the Project to which the Activities relate, to examine and inspect, at reasonable times and on reasonable Notice, any Project Material you hold, and allow any such Records to be copied; and
- (c) must provide all reasonable assistance in order for the Auditors to properly carry out the inspections and audits referred to in this clause.

33.4. **Conflict of Interest:** You must not carry on or be involved in any capacity in an activity or business, which may conflict with, or adversely affect, your ability to carry out your obligations under this Deed, and you will immediately notify LLS in writing if such a conflict or risk of such a conflict arises.

33.5. **Entire agreement:** This Deed states all the express terms agreed by the parties as to the matters referred to in this Deed. It supersedes all prior contracts, obligations, representations, conduct and understandings between the parties relating to the subject matter of this Deed.

- 33.6. **Inconsistency:** If there is any inconsistency between provisions in this Deed then the order of precedence will be:
- (a) the Details; then
  - (b) the Special Conditions; then
  - (c) these Terms and Conditions; then
  - (d) the Schedules; then
  - (e) the Program Guidelines; then
  - (f) any annexures or attachments.
- 33.7. **Negation of employment, partnership or agency:** This Deed does not create a relationship of agency, partnership, and/or employment between the parties. You must not represent yourself as being an employee or agent of LLS or as otherwise able to bind or represent LLS.
- 33.8. **Severance:** If any part of this Deed is held to be invalid or ineffective, that part is removed from this Deed. If that happens, it does not affect the validity of what remains.
- 33.9. **Waiver:** If a party fails to exercise any of its rights under this Deed, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect estop a party from relying on the terms of this Deed to their full force and effect. Any waiver by a party of a breach of this Deed must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.
- 33.10. **Assignment:** You must not assign or novate your obligations or interests under this Deed, without the prior written consent of LLS.
- 33.11. **Counterparts:** This Deed may be signed in any number of counterparts which taken together will constitute one instrument.
- 33.12. **Electronic execution:** Each party agrees that the other may execute this Deed electronically as provided for in the *Electronic Transactions Act 2000*.
- 33.13. **Governing Law:** The laws of New South Wales govern this Deed and the parties submit to the non-exclusive jurisdiction of the courts in that State.

## Executed as a deed

LLS

Signed, sealed and delivered for and on behalf of Local Land Services by its authorised signatory but not so as to incur personal liability:

Signature of authorised signatory	Signature of witness
Name of authorised signatory	Name of witness
Position of authorised signatory	Address of witness
	Date

Include text if person is witnessing the signature remotely.  
Delete if witness is present in person (not remote.)  
By signing this document, the witness states that they witnessed the signing of this document over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

### You (company)

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* (Cth) by:

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

## Alternative Signature Blocks

### You (Authorised Signatory eg University, Council)

By entering into this Deed the signatory warrants that the signatory is duly authorised to execute this Deed on behalf of [Click here to enter University/Council name](#).

Signed, sealed and delivered for and on behalf of [Click here to enter University/Council name](#). by its authorised signatory:

Signature of authorised signatory	Signature of witness
Name of authorised signatory	Name of witness
Position of authorised signatory	Address of witness
Date	Date

Include text if person is witnessing the signature remotely.  
Delete if witness is present in person (not remote.)  
By signing this document, the witness states that they witnessed the signing of this document over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

## Schedule A – Project Plan and requirements

### 1. Program

Program overview	<i>Insert brief overview of Program</i>
Program evaluation criteria	<i>insert the criteria which LLS will use to evaluate how this Project has met the objectives of the Program</i>

### 2. Project

Project description	<i>Insert description of Project, ie. this may be information from the Application, updated to reflect the Project as approved.</i>
Project objectives	<i>Insert objectives of Project</i>
Attachments evidencing Project	<p>The Project is more particularly described in these attachments to this Deed: <i>Example attachments:</i></p> <ul style="list-style-type: none"><li>• <i>Application</i></li><li>• <i>Project Budget</i></li><li>• <i>Project Management Plan</i></li><li>• <i>Business Case</i></li><li>• <i>Risk Management Plan</i></li><li>• <i>Specifications for building etc</i></li><li>• <i>DA approvals</i></li></ul>

### 3. Activities – also refer to Activities summary table below

Overview of funded Activities	<i>Insert</i>
<i>Key performance indicators</i>	<i>Insert if relevant</i>

*Performance standards*

*Insert if relevant*

*Other*

*Insert if relevant*

#### 4. Acquittal requirements

Acquittal requirements (refer to clause 11 ).

*Insert any specific requirements*

#### 5. Acknowledgement requirements

Acknowledgement requirements (refer to clause 22 ).

*Insert any specific requirements*

## Activities Summary Table

Description of Activities	Evidence of completion/compliance	Instalment (ex GST)	Your Co-Contribution (ex GST) (If applicable)	Activity Period
<i>[Insert description of Activity. Or cross reference an attachment, e.g. "Complete XX as specified in Attachment 1"]</i>	<i>Eg. XX document/ statutory declaration/ report/ photograph]</i>			<i>[e.g. "by 1 December 2025"]</i>
eg. 1. complete [XX activity] to LLS's satisfaction		\$		
eg. 2. provide [XX report] to LLS's satisfaction				
				<i>Ensure that the final date is no later than the date by which the entire Program must be closed as specified in the Program Guidelines</i>
		TOTAL	\$	\$

## Schedule B – Reporting Requirements

### Progress Reports

1. You must provide Progress Reports to LLS on the status of all on-going and completed Activities for the period to which the report relates, consisting of:
  - (a) a brief description of the Activities' objective/s;
  - (b) all Activities undertaken during the reporting period;
  - (c) the status of results achieved to date from the Project; and
  - (d) the amount of the funding from the Grant that has been spent on the Activities so far.
2. You must provide the Progress Reports *[insert clear timeframe eg. within the Activity Periods listed in Schedule A/ six monthly/ within a specified period from the date of completion of the Project/ when LLS requests. Make consistent with Activity table in Schedule A.]*

### Meetings and site visits

3. LLS may meet with you, at LLS's discretion, to discuss progress on the Project.
4. LLS may make site visits from time to time to ascertain progress of the Activities on providing reasonable notice to you.

### Photographs

5. You must obtain permission and releases from individuals featured in any photographs which you provide to LLS to permit LLS to use and publish those photographs in connection with the Program.

### Evaluation

6. You must provide the following additional performance information and data for the purposes of **clause 19** (Monitoring and evaluation): *[insert]*
7. LLS may contact you during the term of this Deed with details of data which LLS requires to evaluate the Project or Program. You must provide that data within the timeframes which LLS requires.

## Attachments

[Insert all attachments referenced in Schedule A or elsewhere in the Agreement, numbered Attachment 1, Attachment 2 etc.]

If the Project includes On-ground Works, Attachment 1 will be:

1 – Aboriginal Cultural Heritage – downloaded PDF of [Finding Aboriginal Cultural Heritage on your property | NSW Government](#) ]

SAMPLE