

Parties

Foundation	Newcastle Permanent Community Foundation Company Limited , ABN: 79 092 437 379, of 307 King Street, Newcastle West NSW 2302, in its capacity as Trustee of Newcastle Permanent Charitable Foundation (“ Foundation ”)
Contact	Attention: Graham Batten Executive Officer – Newcastle Permanent Charitable Foundation Telephone: (02) 4927 4217 Email: foundation@newcastlepermanent.com.au
Recipient	XXXXXXX (“ Recipient ”) ABN: XXXXXXXX of XXXXXXXXXXXXXXXXXXXX
Contact	Attention: XXXX Telephone: XXXXXXXX Email: XXXXXXXX

Details

Background	<p>A The Foundation has been established by Newcastle Permanent Building Society Limited (“NPBS”) to provide support for the community through financial assistance to charities, community groups and other worthwhile causes in the Hunter, Central Coast, Mid North Coast, Central West, New England and Northern Rivers regions of NSW (“Foundation Footprint”).</p> <p>B The Foundation wishes to provide the Grant to the Recipient for the purpose of the Project on the terms set out in this agreement.</p>
Grant	A grant of \$XXXXXX (incl. GST) from the Foundation has been approved for the Recipient in support of the Project.
Project	XXXXXX (project title)
Project Description	XXXXXX

Date of agreement _____

EXECUTED as an agreement.
Note: By executing this agreement each signatory represents that he or she is authorised to sign on behalf of their entity. The date of this agreement will be the date this agreement has been executed by both parties.

SIGNED for and on behalf of **NEWCASTLE PERMANENT COMMUNITY FOUNDATION COMPANY LIMITED** by its duly authorised representative:

.....
Linda Lindsay
Company Secretary

.....
Date

In the presence of:

.....
Signature

.....
Printed Name

SIGNED for and on behalf of **XXXXXX** by its duly authorised representative:

.....
Signature

.....
Printed Name

.....
Position

.....
Date

In the presence of:

.....
Signature

.....
Printed Name



General Terms

1 Appointment

In consideration of the Grant, the Recipient:

- (a) appoints the Foundation as “the major benefactor of the Project” (Title); and
- (b) grants to the Foundation the rights and benefits referred to in this agreement.

2 Term

This agreement commences on the Commencement Date and subject to clause 10 (Termination), continues until the date the Foundation issues a Notice of Project Completion, the timing of which is detailed in Schedule 1.

3. Grant

3.1 Exclusive use of the Grant

The Grant must only be used:

- (a) for the Project and in accordance with the Application submitted by the Recipient to the Foundation; and
- (b) predominately for the benefit of persons located in the Foundation Footprint, unless otherwise approved in advance by the Foundation in writing.

3.2 Payment to the Recipient

The Grant will be paid by the Foundation to the Recipient in one instalment within seven (7) days from the Commencement Date, subject to the provision by the Recipient to the Foundation of public liability and workers compensation insurance certificates of currency of insurance on terms satisfactory to the Foundation (acting reasonably).

3.3 Renewal

Once the Grant is paid to the Recipient or upon termination of this agreement in accordance with clause 10, no further grant in support of the Project or otherwise, is represented or guaranteed by the Foundation. Any further grant is subject to a new Application being submitted in line with the stated closing dates on the Foundation’s website.

4 Project Timeline and Reporting

4.1 Project Timeline

The Recipient must comply with the obligations imposed by Schedule 1 in relation to commencing, conducting and completing the Project and in accordance with the Project Timeline and Key Milestones.

4.2 Obligation to Report

- (a) The Recipient must report to the Foundation whenever and in such manner as the Foundation reasonably requires in relation to the Project.
- (b) Without limiting the Recipient’s general reporting obligations in clause 4.2(a):
 - (i) the Recipient must provide the Reports to the Foundation in accordance with Schedule 1; and
 - (ii) the Recipient must provide all or any other information the Foundation reasonably requires in relation to the Project’s compliance with this agreement or related to the Project.

4.3 Project Expenditure

Without limiting clause 3.1, the Recipient must take all reasonable steps to ensure Project expenditure is consistent with the Expected Project Expenditure Table.

4.4 Project Changes

- (a) Subject to clause 4.4(b) any changes to the Project Timeline, Key Milestones, Project Outputs or Funding Benefits or any other changes to this agreement are to be requested by the Recipient using a Variation Form. The Foundation may, at its discretion (acting reasonably), accept or reject the Recipient's request for variation.
- (b) Any changes, or potential changes, to the Project Outcomes or Expected Project Expenditure Table are to be notified to the Foundation in writing as soon as reasonably practicable.

5 Exclusivity

The parties agree that the Recipient must not accept any grant or commitment to make a grant for the Project identified in the Application from any financial institution or any other company or entity which is a competitor of NPBS or a rival foundation to the Foundation, without the written consent of the Foundation.

6 Funding benefits

6.1 Title

The Recipient grants the Foundation the right to refer to itself by the Title, or words to that effect, in the marketing and promotion of the Foundation.

6.2 Project

In accordance with Schedules 2 and 3, the Recipient must:

- (a) provide or procure for the Foundation the Funding Benefits specific to the Project;
- (b) deliver the Project Outputs in accordance with the Program Logic Plan; and
- (c) In respect of the Project Outcomes:
 - (i) take all reasonable steps to ensure the Project achieves the Project Outcomes in accordance with the Program Logic Plan; and
 - (ii) measure and report to the Foundation on the Project Outcomes.

6.3 Acknowledgement

The Recipient must unless otherwise stated in Schedule 2 or notified in writing by the Foundation:

- (a) acknowledge the Foundation using the Title;
- (b) acknowledge the Foundation's support in all signage, promotional material, communications and media exposure regarding the Project; and
- (c) place the Foundation's name or Logo on all premises, facilities and major equipment constructed or purchased with the Grant, in a form acceptable to the Foundation.

6.4 References to the Grant and/or Recipient

The Recipient grants to the Foundation and NPBS the right to refer to the Grant, the Recipient and/or the Recipient's name or logo in such manner as they may determine including in corporate advertising, as a by-line in advertising, media announcements, websites and promotional materials.

6.5 Cessation of Reference to the Foundation

Notwithstanding any other provision of this agreement to the contrary, the Foundation may by notice in writing to the Recipient require the Recipient to:

- (a) cease referring to the Foundation as a benefactor and using the name, Logo or image of the Foundation or NPBS in connection with the Project or the activities of the Recipient; and
- (b) return to the Foundation any artwork or other materials containing the name, Logos or other images of the Foundation or NPBS and either provide to the Foundation or destroy any other materials containing those Logos, names or images.

7 Promotion of the Project or Grant

7.1 Announcements, Media and Promotion

- (a) Media announcements on the Grant will be made, and distributed to the media, initially by the Foundation.
- (b) For all subsequent messaging by the Recipient regarding the Grant or Project (including by media release, announcement, and promotional material or otherwise), the Recipient will provide the Foundation with the opportunity to review the messaging and provide comment at least 5 Business Days in advance of distribution. The parties will negotiate in good faith to determine such messaging made by the Recipient regarding the Grant.
- (c) All media releases, announcements, promotional material or other information distributed by the Recipient related to the Grant or the Project must clearly acknowledge the Grant and the support of the Foundation in accordance with clause 7.1(b) and 6.3(a).
- (d) Nothing in clauses 7.1(a) or 7.1(b) limits the Foundation in distributing or publishing media releases, announcements, promotional material or other information in relation to the Grant, or otherwise promoting its involvement in the Project through the Grant.

7.2 Logo

All mentions of the Grant (including media, print and signage) during the Term must carry the Foundation's name and Logo in a form and style to be approved by the Foundation.

8 Intellectual Property

8.1 The Foundation's Name and Logo

- (a) Subject to clause 6.5, the Foundation grants to the Recipient a non-transferable, revocable, royalty-free licence to use the Foundation's name and Logo as set out in clause 7.2 and Schedule 2 for advertising and promoting the Foundation's association with the Recipient only.
- (b) The Foundation warrants that in relation to any grant of intellectual property in any Logo owned by NPBS in accordance with clause 8.1(a) above, it has or will obtain NPBS' consent to the Recipient's use of same under this agreement.

8.2 The Recipient's Name and Logo

- (a) The Recipient grants to the Foundation a perpetual, revocable, royalty-free, licence to use the Recipient's name and Logo, in a form and style to be approved by the Recipient for the purpose of advertising and promoting the Foundation's association with the Recipient.

8.3 Intellectual property rights

Each party acknowledges that:

- (a) the intellectual property rights of the other party remain the property of that party at all times;
- (b) NPBS' intellectual property rights remain the property of NPBS at all times;

- (c) nothing in this agreement transfers any of the Foundation's or NPBS' intellectual property rights to the Recipient;
- (d) nothing in this agreement transfers any of the Recipient's intellectual property rights to the Foundation or NPBS;
- (e) the each party is only permitted to use any of the other party's intellectual property rights in the manner contemplated by this agreement; and
- (f) the Recipient is only permitted to use NPBS' intellectual property rights in the manner contemplated by this agreement.

8.4 No rights on termination

Except for using the Foundation's name or Logo as permitted by this agreement, on termination of this agreement under clause 10.1 the Recipient will have no further right to use the Foundation's name or Logo, or any other promotional device or material relating to the Foundation.

9 Confidentiality

9.1 Agreement to remain confidential

Each party must keep the terms of this agreement and any Confidential Information confidential unless otherwise required or permitted by this agreement or approved in writing by the other party.

9.2 Disclosure of Confidential Information

No Confidential Information may be disclosed by a party to any person except:

- (a) Representatives of the party or its Related Entities requiring the information for the purpose of this agreement;
- (b) with the written consent of the other party which consent may be given or withheld in its absolute discretion;
- (c) if a party is required to do so by law;
- (d) if a party is required to do so in connection with legal proceedings relating to this agreement; or
- (e) if the information is in or becomes part of the public domain other than through a breach of this agreement or an obligation of confidence owed by the recipient of the Confidential Information to the provider of the Confidential Information.

10 Termination

10.1 Foundation's right to terminate

The Foundation may terminate this agreement if:

- (a) the actions or inactions of the Recipient bring (actually or potentially) the Foundation or NPBS into disrepute or cause (actually or potentially) reputational damage to the Foundation or NPBS;
- (b) the Project has not achieved Substantial Commencement within 12 months of the Commencement Date, or such other period as agreed by the Foundation in writing;
- (c) the Recipient becomes insolvent or has a liquidator, administrator or receiver appointed in relation to all or part of its assets or affairs;
- (d) the Recipient breaches this agreement; or

- (e) without limiting the above clauses, the Project does not meet Key Milestones or Project Timelines or timeframes set out in Schedule 1, the Application, any proposal or any Reports.

10.2 Refund upon termination

If termination of this agreement occurs under clause 10.1(a), (b), (c) or (d), the Grant (less any portion already expended on the Project, subject to evidence of expenditure) must be promptly refunded to the Foundation and, the Foundation will not be required to provide any further Grant instalments.

10.3 Publicity

The Recipient must not publicise the termination of this agreement.

10.4 Survival

The rights and obligations in clauses 1, 5, 6, 8, 9, 12.2 and this clause 10 survive termination of this agreement.

11. Insurance

- (a) The Recipient must ensure that it maintains all appropriate insurance policies including (but not limited to) a:
 - (i) product and public liability insurance policy for the duration of the Term (covering, amongst other things ordinarily associated with such an insurance policy, personal injury to third parties and property damage) in connection with the Project and any activities that may be associated with the Foundation or NPBS; and
 - (ii) comprehensive vehicle insurance policy for all registrable vehicles purchased or modified with the Grant for the Project for the greater of the Term or any period during which Foundation signage remains on the vehicle.
- (b) The Recipient must arrange, maintain and provide the Foundation with evidence of the following insurances on the Commencement Date and within 10 Business Days of a written request by the Foundation:
 - (iii) Workers compensation; and
 - (iv) Public and products liability for a minimum amount of \$20 million dollars in respect to any single claim; and
 - (v) Comprehensive vehicle insurance as required under clause 11(a)(ii).
- (c) The Recipient must give the Foundation notice of any material variation to, or cancellation or renewal of any insurance policies required by this clause and immediately provide the Foundation with the updated certificates of currency.

12 Warranties and Indemnities

12.1 Warranties

The Recipient warrants to the Foundation that:

- (a) it is properly constituted and legally permitted to:
 - (i) carry out the activities and responsibilities under or in connection with the Project; and
 - (ii) provide to, or procure for, the Foundation the Project Benefits specific to the Project set out in Schedule 2;

- (b) entering into this agreement by the Recipient does not breach any third party contracts with the Recipient or any laws relating to interference with those third party contracts;
- (c) it has not granted any rights to any other person, or entered into any agreements that will prevent or limit the Foundation's rights including without limitation, any Funding Benefits or other benefits under this agreement;
- (d) it will conduct its affairs and the Project in a manner that reflects favourably at all times on the Foundation and NPBS' good name, goodwill and reputation;
- (e) it will not make any false or misleading representations with regard to the Foundation or NPBS; and
- (f) it has complied and will comply with all applicable laws, including without limitation the *Privacy Act 1988* (Cth), in conducting the Project and providing the Funding Benefits;
- (g) it will avoid deceptive, misleading or unethical practices that are or might be detrimental to the Foundation or NPBS or the public.

12.2 Indemnities

The Recipient indemnifies the Foundation and NPBS against any proceedings, suits, claims, costs, damages and expenses whatsoever which may be incurred by or brought against any of them arising out of or relating to:

- (a) any breaches of this agreement;
- (b) the staging of any events or programs in connection with the Project or the using of the Grant; and
- (c) any activity carried out in relation to the Project or the using of the Grant.

13 Dispute Resolution

- (a) For the avoidance of doubt, nothing in this clause prevents a party seeking urgent injunctive or similar relief from a court nor prevents the right of the Foundation to terminate this agreement under clause 10.1 nor to give a notice under clause 6.5.
- (b) Any party ("**Initiating Party**") claiming that a dispute has arisen must, before commencing legal proceedings in relation to the dispute, give the other party ("**Responding Party**") a notice setting out brief details of the dispute ("**Dispute Notice**"). Within 5 Business Days of service of a Dispute Notice, the Responding Party must give the Initiating Party a notice setting out brief details of the Responding Party's position on the dispute ("**Reply Notice**").
- (c) In the event a Dispute Notice and a Reply Notice are given, the parties will make available representatives with authority to settle the dispute for the purpose of meeting in an effort to resolve the dispute. At least one meeting of the authorised representatives must take place within 10 Business Days of service of a Reply Notice.
- (d) For the avoidance of doubt, in the event the Responding Party does not give a Reply Notice or make its authorised representatives available for a meeting within the time periods contained in this clause 13, the Initiating Party will be entitled to commence legal proceedings in relation to the dispute.

14 GST and Invoices

14.1 GST

- (a) Unless expressly stated otherwise, all amounts payable by the Foundation to the Recipient under this agreement are inclusive of GST.
- (b) If a Supply under this agreement is subject to GST, and the consideration payable or to be provided for the Supply is not inclusive of GST, the party receiving the Supply must

pay to the party making the Supply an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.

- (c) The additional amount is payable at the same time as the consideration for the Supply is payable.
- (d) If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

14.2 Adjustments

If an adjustment event has occurred in respect of a Taxable Supply made under or in connection with this agreement, any party that becomes aware of the occurrence of that adjustment event must notify the other party as soon as practicable, and the parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that Taxable Supply, or any refund of GST (or part thereof), is paid no later than 28 days after the supplier first becomes aware that the adjustment event has occurred.

14.3 Recipient created tax invoices

The Foundation will issue a Recipient Created Tax Invoice (“RCTI”) in respect of the Grant or each Grant instalment (as relevant) on the following terms:

- (a) the Foundation will issue a RCTI in respect of any supplies the Recipient makes to the Foundation;
- (b) the Recipient must not issue tax invoices in respect of supplies for which the Foundation issues a RCTI;
- (c) the Recipient represents and warrants that it is registered for GST at the date of this agreement and must notify the Foundation if the Recipient ceases to be registered;
- (d) the Foundation is registered for GST at the date of this agreement and the Foundation will notify the Recipient if the Foundation ceases to be registered for GST or if the Foundation ceases to satisfy any of the requirements which allow the Foundation to issue RCTIs; and
- (e) the Foundation will not issue a document which would be a RCTI after the date when either of the Foundation or the Recipient has failed to comply with any of the requirements which allow the Foundation to issue an RCTI.

14.4 Recipients that are not registered for GST

In the event that the Recipient is not registered for GST, the Foundation will issue an invoice to the Recipient for the Grant or each Grant instalment (as relevant).

15 Notices and other communications

15.1 Form - all communications

Unless expressly stated otherwise in this agreement, all notices and other communications in connection with this agreement must be in writing, signed by the sender (if an individual) and marked for the attention of the person identified in the Details or, if a party has notified otherwise, then marked for attention in the way last notified.

Communications sent by email need not be marked for attention. However, the email must state the first and last name of the sender. Communications sent by email are taken to be signed by the named sender.

15.2 Delivery

Communications must be:

- (a) left at or sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details; or
- (b) sent by email to the address set out or referred to in the Details; or
- (c) given in any other way permitted by law.

15.3 When effective

Communications take effect from the time they are received or taken to be received under clause 15.4 (whichever happens first) unless a later time is specified.

15.4 When taken to be received

Communications are taken to be received:

- (a) if sent by post, 6 Business Days after posting (or 7 Business Days after posting if sent from one country to another); or
- (b) if sent by email;
 - (ii) when the sender receives an automated message confirming delivery; or
 - (iii) 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,

whichever happens first.

16 Miscellaneous

16.1 Assignment

- (a) Subject to 16.1(b) the parties may not assign or otherwise deal with their rights under this agreement without the written consent of the other.
- (b) The Foundation may at any time assign, novate, subcontract or otherwise transfer any or any part of its right or liabilities under this agreement without the consent of the Recipient to a Related Entity of the Foundation.

16.2 Costs

Each party must pay its own costs and expenses in relation to this agreement.

16.3 Further acts

The Recipient will do all things and execute all documents reasonably necessary to give effect to this agreement.

16.4 Exercise of rights

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

16.5 No representations or warranties

Each party acknowledges that in entering into this agreement it has not relied on any representations or warranties about its subject matter except as provided in the agreement.

16.6 No partnership or agency

- (a) Nothing in this agreement shall create or constitute or be deemed to create or constitute a partnership between the parties for the purposes of the taxation law of Australia or any other law of any type or jurisdiction.

- (b) Nothing in this agreement authorises either party to act or represent or hold itself out as having authority to act as agent of or in any way bind or commit the other party to any obligation.

16.7 Waiver and variation

A provision of or a right created under this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

16.8 Entire Agreement

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

16.9 Rights of NPBS

- (a) This agreement is intended to confer certain benefits and protections for NPBS.
- (b) The Foundation will hold the benefit of the indemnity in favour of NPBS in clause 12.2 and all other rights and benefits relating to NPBS arising under this agreement as trustee for NPBS and the Recipient acknowledges and agrees that the Foundation may enforce these rights and benefits as trustee for NPBS.

16.10 Limitation of Liabilities

Neither the Foundation nor NPBS is liable to the Recipient or third parties in relation to the Project. Any such liabilities if incurred are to be indemnified by the Recipient in accordance with clause 12.2.

16.11 Governing Law

This agreement is governed by the laws in force in the State of New South Wales and the parties submit unconditionally to the non-exclusive jurisdiction of the appropriate courts of the State of New South Wales and any courts competent to hear appeals therefrom.

16.12 Severability

Any provision in this agreement which is invalid, void or unenforceable is to be read down, if possible, so as to be valid and enforceable, and otherwise to be severed to the extent of that invalidity, voidness or unenforceability, without affecting the remaining provisions of this agreement.

16.13 Inconsistency

In the event of any inconsistency between the General Terms, the Details, and the Schedules to this agreement then to the extent of that inconsistency priority is to be given to those parts in that order.

16.14 Counterparts

This agreement may be executed in counterparts, which when taken together are one instrument.

17 Interpretation

17.1 Definitions

The capitalised terms in Parties, Details and any Schedule to this agreement have the meanings ascribed to them. The following definitions also apply unless the contrary intention appears:

Application means an application by the Recipient to request a Grant from the Foundation in accordance with the process and criteria as set out on the Foundation's website.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Newcastle, New South Wales.

Commencement Date means the commencement date of the agreement and has the meaning it has in Schedule 1.

Confidential Information means all confidential, non-public or proprietary information of a party or NPBS, regardless of how the information is stored or delivered, relating to its business, technology or affairs, or the business, technology, affairs and member information of NPBS, and which is provided to or received or accessed by the other party before, on or after the date of this agreement. It also includes any information which a party notifies the other party is confidential.

Details means the section of this agreement headed "Details".

Expected Project Expenditure Table means the Expected Project Expenditure Table at Schedule 1.

Foundation Footprint has the meaning it has in the Details.

Funding Benefits means the benefits to be provided to the Foundation as set out in Schedule 2.

Grant means the sum of money the Foundation pays or agrees to pay to the Recipient as consideration for this agreement and for the purpose of carrying out the Project.

GST has the meaning it has in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999 (Cwlth)*.

Input Tax Credit has the meaning it has in the GST Act.

Key Milestones means the key milestones to be achieved by the Recipient as set out in Schedule 1.

Logo includes any logo slogan, trademark, service marks, trade name or other form of intellectual property of a similar nature in each case whether registered or not and if registered, whether registered to the party or its Related Entity.

Notice of Project Completion has the meaning it has in Schedule 1.

Program Logic Plan means the Program Logic Plan attached in Schedule 3.

Project means the initiative the subject of the Application as shown in the Details.

Project Outcomes means the expected outcomes to be derived from the Project as set out in Schedule 3.

Project Outputs means project outputs or deliverables to be delivered by the Recipient set out in Schedule 3.

Project Timeline means the timelines for the Project as set out in Schedule 1.

Recipient Created Tax Invoice has the meaning it has in the GST Act.

Related Entity has the meaning it has in the *Corporations Act 2001 (Cth)*.

Reports means the reports and other documents produced by the Recipient to or for the Foundation as required under Schedule 1.

Representative of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint venturer, contractor or sub-contractor of that party.

Substantial Commencement has the meaning it has in Schedule 1.

Supply has the meaning it has in the GST Act.

Tax Invoice has the meaning it has in the GST Act.

Taxable Supply has the meaning it has in the GST Act.

Term has the meaning it has in clause 2.1 of this agreement.

Title means the title described in clause 1(a) of this agreement.

Variation Form means the variation form as set out on the Foundation's website for requesting changes to this agreement.

17.2 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

- (a) a document (including this agreement) includes any variation or replacement of it;
- (b) something in the singular includes the plural and vice versa;
- (c) a person includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency;
- (d) a statute, ordinance, code or other law includes regulations and other instruments under them and consolidations, amendments, re-enactments or replacements of them;
- (e) the words "include", "including", "for example" or "such as" are not to be interpreted as words of limitation, and when such words introduce an example, they do not limit the meaning of the words to which the example relates, or to examples of a similar kind; and
- (f) a "month" means a calendar month.

17.3 Headings

Headings are for convenience only and do not affect the interpretation of this agreement.

Schedule 1 – PROJECT TIMELINE, REPORTING AND EXPECTED EXPENDITURE

From the Commencement Date and throughout the Term, the Project is to follow the Project Timeline. All Reports required to be provided in this Schedule must be submitted in accordance with the dates set out in the Project Timeline.

Project Timeline	
Date	Milestone/Outcome/Deliverable/Report
Commencement Date	The date this agreement is signed by both parties.
6 August 2021	Project Update Report due
5 November 2021	Project Update Report due
4 February 2022	Project Update Report due
6 May 2022	Project Update Report due
Anniversary of the Commencement Date	The Project must have achieved Substantial Commencement. A notice of acceptance will be provided by the Foundation to the Recipient as soon as reasonably practicable following its acceptance of Substantial Commencement having been achieved by the Recipient.
Project Completion Date)	<ol style="list-style-type: none"> The Project is to have completed, with all Funding Benefits and Project Outputs delivered to the Foundation and all Key Milestones having been met. The Project Acquittal Report is to be submitted by the Recipient to the Foundation.
30 days from Project Completion Date	A Notice of Project Completion will be issued by the Foundation to the Recipient or a notice identifying the outstanding items that the Foundation considers still need be completed (acting reasonably) before the Foundation is able to issue the Notice of Project Completion.

The Project is to achieve the following Key Milestones:

Key Milestones	
Key Milestones	Insert table

Project Timeline Definitions	
Commencement Date	The Commencement Date is the date that this agreement is signed by both parties.
Project Completion Date	XXXXXXX
Substantial Commencement	The Project will achieve Substantial Commencement when the Foundation determines (acting reasonably) that the following has been achieved: <ul style="list-style-type: none"> XXXXXXX
Project Update Report	Project Update Reports are to follow the template provided by the Foundation.
Project Acquittal Report	The Project Acquittal Report is to follow the template provided by the Foundation.

Notice of Project Completion	A notice confirming all Funding Benefits and Project Outputs have been delivered and all Key Milestones have been met to the satisfaction of the Foundation.
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The Grant must be used for the Project in accordance with clause 3.1 of the General Terms. In its Application, the Recipient has confirmed the following breakdown of expected expenditure of the Grant and other income in respect of the Project. In accordance with the General Terms, changes to the Expected Project Expenditure Table are to be notified to the Foundation in writing.

EXPECTED PROJECT EXPENDITURE TABLE	
Line Item	Cost (GST Inc.)
Income	
Foundation Grant Including GST	\$
Recipient funds	\$
Total Income	\$
Expenditure	
	\$
	\$
Total Expenditure	\$

Schedule 2 – FUNDING BENEFITS

<p>Funding Benefits</p>	<p>The Recipient has granted the Foundation benefits under the General Terms. Without limiting the General Terms or Schedule 1, the Foundation is also to receive the following Funding Benefits:</p> <table border="1" data-bbox="496 376 1406 696"> <thead> <tr> <th data-bbox="496 376 1406 416">General Funding Benefits</th> </tr> </thead> <tbody> <tr> <td data-bbox="496 416 1406 472">[insert]</td> </tr> <tr> <td data-bbox="496 472 1406 528"> </td> </tr> <tr> <td data-bbox="496 528 1406 584"> </td> </tr> <tr> <td data-bbox="496 584 1406 640"> </td> </tr> <tr> <td data-bbox="496 640 1406 696"> </td> </tr> </tbody> </table> <p>Media Funding Benefits</p> <ol style="list-style-type: none"> 1. If requested by the Foundation, the Recipient is to: <ol style="list-style-type: none"> a) provide the Foundation with copies (in digital or electronic format) of any photographs, video or other media taken or recorded by the Recipient or on the Recipient's behalf at any media launch or other promotional event for the Project; b) participate in a video case study concerning the Project and the Foundation's sponsorship of it, created by the Foundation (Foundation's Case Study); and c) provide the Foundation with copies (in digital or electronic format) of a video case study the Recipient has created about the Project and the Foundation's sponsorship of it. 2. Subject to clause 8 of the General Terms, each party: <ol style="list-style-type: none"> a) warrants that it is the owner of all intellectual property rights in the media it creates or provides under clause 1 above or is authorised to provide copies of that media to the other for use by the other as set out in this Schedule 2; b) grants to the other (licensee), or where relevant will procure for the licensee, a perpetual, irrevocable and royalty-free licence to use and reproduce the media it creates or provides under clause 1 above anywhere in the world and for any purpose connected with the promotion of the Project, the licensee and/or NPBS, including without limitation, in the licensee's marketing collateral, website or social media; and c) will ensure that any person appearing in the media it creates or provides under clause 1 has consented to the collection, use and disclosure of their image by the Recipient, Foundation and NPBS for the purpose and in the manner described above. 3. The Recipient will, if requested by the Foundation, assist the Foundation: <ol style="list-style-type: none"> a) in obtaining the participation in the Foundation's Case Study of any person connected with the Recipient or the Project which the Foundation wishes to have participate; and b) with procuring consents from such participants to the collection, use and disclosure of their image by the Foundation, NPBS and Recipient for the purpose and in the manner described above. 	General Funding Benefits	[insert]				
General Funding Benefits							
[insert]							

All benefits conferred on the Foundation under this Schedule are also conferred on NPBS.

Vehicle Signage

1. Specifically in respect of the Vehicle(s), the signage must:
 - a) be as prominent as the Recipient's signage in size and location and be of dimensions no less than that as agreed by the parties;
 - b) be included on all sides of the Vehicle and be in a form agreed between the parties; and
 - c) remain on the Vehicle at all times that it is owned or used by the Recipient or by any Related Entity of the Recipient.
2. Apart from the Foundation's signage and the Recipient's own signage, no other signage is to be included on the Vehicle.
3. The Recipient must, within 3 months of the earlier of the Commencement Date or the date the Vehicle is acquired by the Recipient, notify the Foundation in writing that it may inspect the state of the Vehicle (or any replacements) and permit the Vehicle to be inspected by authorised representatives of the Foundation.
4. If the Recipient sells, transfers or otherwise disposes of the Vehicle within 12 months of the date of this agreement then the Recipient must place identical signage in the agreed form on any replacement vehicle owned or used by the Recipient, or any other vehicle owned or used by the Recipient.
5. Notwithstanding any other provision of this agreement, the Recipient must if so directed by the Foundation in writing, cease to use and to remove from the Vehicle (or any replacements) and all or any nominated documents, signs, websites, promotional and other materials (whether in written, electronic or any other form) all reference to the Foundation, its name, Logos or any other identifying images

Schedule 3 – Program Logic Plan

From the Commencement Date and throughout the Term, the Project is to follow the Program Logic Plan.

Specifically, the Recipient is to deliver the Project Outputs and measure the Project Outcomes described in the attached Program Logic Plan.

Attach Program Logic Plan

SAMPLE