

Department of Planning, Housing and Infrastructure

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Funding Agreement

A Fresh Start for Local Government Apprentices, Trainees and Cadets Grant Program

Crown in right of the State of New South Wales acting through the Department of Planning, Housing and Infrastructure (ABN 20 770 707 468)

[Insert Council name] Council **[insert Council ABN(ABN xxxx)]** a body politic of the State constituted under the *Local Government Act 1993*

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Parties:

Department

Crown in right of the State of New South Wales acting through the Department of Planning, Housing and Infrastructure (ABN 20 770 707 468)
of Level 28, 4 Parramatta Square, 12 Darcy Street, Parramatta NSW 2150.

Recipient

[Insert Council name] Council [insert Council ABN (ABN xxxx)] a body politic of the State constituted under the *Local Government Act 1993* of **[insert Council address]**.

Introduction:

- A** The Program Objectives are to:
- increase the local government workforce and build skills and capacity across local government by creating employment opportunities for apprentices, trainees and cadets in councils;
 - create positive social outcomes in communities by generating local training and employment opportunities; and
 - contribute to the National Agreement on Closing the Gap.
- B** The Recipient's application for funding for the Project has been approved.
- C** The objective of this Agreement is to document the obligations of both Parties for the delivery of the Project including the maximum amount of funding payable by the Department and the reporting obligations of the Recipient.

It is agreed:

In consideration of the mutual promises contained in this Agreement, the parties to this Funding Agreement agree as follows.

1. Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context clearly indicates otherwise:

ABN means Australian Business Number as set out in section 41 of the *A New Tax System (Australian Business Number) Act 1999* (Cth);

ADI means *authorised deposit-taking institution* as defined by section 5 of the *Banking Act 1959* (Cth);

Agreement means this Deed and includes any Schedules and Annexures;

Agreement Details means those details in Schedule 1 of this Deed;

Approved Training Contract means the training contract approved or re-approved with amendments by the Department under clause 4.3 of this Agreement for an apprentice or trainee employed in a Funded Position by the Recipient;

Approved Training Plan means the training plan approved or re-approved with amendments by the Department under clause 4.3 of this Agreement for an apprentice, trainee or cadet employed in a Funded Position by the Recipient;

Australian Accounting Standards refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001* (Cth);

Australian Auditing Standards refers to the standards made by the Auditing and Assurance Standards Board created by section 227A of the *Australian Securities and Investments Commission Act 2001* (Cth);

Australian Course of Study has the meaning given by section 5 of the *Tertiary Education Quality and Standards Agency Act 2011*;

Australian Privacy Principle has the same meaning as it has in the *Privacy Act 1988* (Cth);

Award means the *Local Government (State) Award 2023* dated 26 June 2023 and as re-made by the Industrial Relations Commission of New South Wales from time to time;

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in New South Wales;

Calendar Month has the meaning given by Schedule 4 to the *Interpretation Act 1987*;

Calendar Year means each period from 1 January to 31 December occurring during the Term, or any part of such a period occurring at the beginning or end of the Term;

Change in Policy means a change in NSW Government policies with respect to or in connection with the Project, funding provided under this Agreement or the implementation of this Agreement;

Confidential Information means:

- (a) terms of this Agreement, and all confidential information and material disclosed or provided in any form by any party to the other party in connection with the subject matter of this Agreement;
- (b) the information (if any) described in Item 7 of the Agreement Details; and
- (c) information that the parties agree in writing after the Date of this Agreement is confidential information for the purposes of this Agreement;

Copyright Material has the same meaning as it has in the *Copyright Act 1968* (Cth);

Date of this Agreement means the date on which the Agreement is signed by the last party to sign;

Department where the context permits, includes officers, delegates, employees and agents and successors of the Department of Planning, Housing and Infrastructure (ABN 20 770 707 468);

Financial Year means each period from 1 July to the following 30 June occurring during the Term, or any part of such a period occurring at the beginning or end of the Term;

Funded Employee means the following -

- (a) an apprentice or trainee employed in a Funded Position with an Approved Training Contract in accordance with clause 4.3(b); or
- (b) a cadet employed in a Funded Position whose cadetship details and enrolment evidence has been approved by the Department in accordance with clause 4.3(b);

Funded Period for each Funded Employee has the meaning given by item 6 of Schedule 1 of this Agreement;

Funded Positions means the total number of positions as specified in item 1 of Schedule 1 required to be newly created by the Recipient for the provision of properly supervised employment to apprentices, trainees and/or cadets in the delivery of the Project in accordance with this Agreement;

Funding means the monetary amount payable by the Department under this Agreement as specified in Item 5 of the Agreement Details and parts thereof;

GST has the meaning that it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Information Privacy Principle has the meaning given in the *Privacy and Personal Information Protection Act 1998* (NSW);

Intellectual Property Rights includes:

- (a) all copyright (including rights in relation to phonograms and broadcasts);
- (b) all rights in relation to inventions, plant varieties, trademarks (including service marks), designs, circuit layouts;
- (c) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields; and
- (d) Moral Rights;

Interest has the meaning given by clause 6 of this Agreement;

Law includes:

- (a) Acts of the Commonwealth and the State(s) and Territory(s) in which the Project will be undertaken, and any other relevant State or Territory;
- (b) ordinances, regulations, by-laws, orders and proclamations or other instruments of legal effect made under those Acts referred to in paragraph (a);
- (c) directions by any person exercising statutory powers regarding the Recipient or the Project; and
- (d) all the requirements, standards, approvals, licences, registrations or permits of any government (including local government) department, authority, agency or regulatory body that apply to the Project,

whether currently in force or coming into force on or after the Date of this Agreement;

Minimum Wage means the total of the following monetary amounts payable by the Recipient to each Funded Employee under the Award (whether the Funded Employee is employed as an apprentice, cadet or other trainee):

- the minimum rate of pay that is applicable to the Funded Employee (see clause 32C of the Award); and
- the monetary cost of the Funded Employee's entitlement to public holidays, sick leave, annual leave and bereavement leave where payable under the Award; and
- the sewer choke allowance payable in accordance with the Award for time engaged by the Funded Employee in the clearing of blockages in live sewers; and
- any additional septic tank rate of pay payable to the Funded Employee in accordance with the Award for time occupied on work in connection with the cleaning of septic tanks, and/or septic closets and/or chemical closets; and
- any tool allowance payable to the Funded Employee under the Award; and
- any travelling allowance payable to the Funded Employee under clause 17(x) of the Award where the employee is required to start and/or finish work at a location other than the agreed normal place of work and travel to and/or from such location in their own time; and
- any use of community language skills and signing work allowance payable to the Funded Employee under the Award; and
- any special leave granted to a Funded Employee who is Aboriginal and/or Torres Strait Islander to attend Aboriginal and/or Torres Strait Islander cultural events;

Moral Rights includes the following rights of an author of Copyright Material:

- (a) the right of attribution of authorship;
- (b) the right of integrity of authorship; and
- (c) the right not to have authorship falsely attributed;

Notice has the meaning given in clause 10.19.1;

On-costs means the sum of the following monetary amounts payable by the Recipient in respect of each Funded Employee:

- the minimum superannuation guarantee required to be paid by the Recipient under the *Superannuation Guarantee (Administration) Act 1992* (Cth); and
- any consequential increase in the cost to the Recipient of obtaining and maintaining compulsory workers compensation insurance for the Recipient's employees in compliance with the requirements of the *Workers Compensation Act 1987*;

Personnel means:

- (a) in relation to the Recipient – any natural person who is an officer, employee, or agent of the Recipient, or professional advisor to the Recipient, or contracted auditor or other contractor of the Recipient; and

- (b) in relation to the Department – any natural person who is an officer, employee, or agent of the Recipient, or professional advisor to the Recipient, or contracted auditor or other contractor of the Department;

Privacy Law means the *Privacy Act 1988* (Cth), the *Privacy Regulation 2013* (Cth), the Australian Privacy Principles, the Information Privacy Principles, the *Privacy and Personal Information Protection Act 1998* (NSW), the *Privacy and Personal Information Protection Regulation 2019* (NSW);

Program has the meaning given by item 8 of the Agreement Details;

Program Guidelines means the *Local Government Apprentice, Trainee and Cadet Program Funding Guidelines Round 1 – A fresh start for local government apprentices, trainees and cadets*, September 2024 as updated from time to time;

Project means the Project described in Item 1 of the Agreement Details;

Project Acquittal Notice means written notice given by the Department to the Recipient in accordance with clause 4.7(a), acknowledging that Project Completion has been achieved by the Recipient;

Project Acquittal Report means the Project Acquittal Report required to be provided by the Recipient to the Department by Schedule 3;

Project Commencement Date means the date set out in Item 2 of the Agreement Details;

Project Completion means the completion of the Approved Training Plans for all of the Funded Employees;

Project Completion Date means the date of the Project Acquittal Notice given by the Department to the Recipient in accordance with clause 4.7(a), acknowledging that Project Completion has been achieved by the Recipient;

Project Completion Target Date means the date set out in Item 3 of the Agreement Details as the Project Completion Target Date;

Project Objectives means the objectives of the Project described in Item 4 of the Agreement Details;

Promotional Material has the meaning given by clause 12.2;

Recipient includes, where the context permits, the officers, employees, agents, volunteers and subcontractors, and successors of the Recipient;

Records includes documents, information and data stored by any means and all copies and extracts of the same;

Registered Training Organisation has the meaning given by section 3 of the *National Vocational Education and Training Regulator Act 2011* (Cth);

Regulated Higher Education Award has the meaning given by section 6 of the *Tertiary Education Quality and Standards Agency Act 2011* (Cth);

Registered Higher Education Provider has the meaning given by section 5 of the *Tertiary Education Quality and Standards Agency Act 2011* (Cth);

Report means any report required to be given by the Recipient to the Department by or under this Agreement;

Schedule means a schedule to this Agreement and may include Annexures and incorporate other documents by reference;

Term refers to the period described in clause 2 of this Agreement;

Third Party Interest means any legal or equitable right, interest, power or remedy in favour of any person other than the Department or the Recipient in connection with this Agreement, including any right of possession, receivership, control or power of sale, and any mortgage, charge, security or other interest;

Training Plan of a Funded Employee means,

- (a) in the case of a Funded employee who is enrolled to complete a qualification from a Registered Training Organisation, the document prepared by the Registered Training Organisation that details what training must be undertaken by the Funded Employee, who the training will be provided by and who will conduct the training assessments; or
- (b) in the case of a Funded Employee enrolled in an Australian course of study with a Registered Higher Education Provider, the document prepared by the Recipient in consultation with the Funded Employee that details all units of study and on-the-job training to be provided by the Recipient that must be completed by the Funded Employee to complete that course of study;

Unexpended Funding means any amount of the Funding paid to the Recipient in accordance with this Agreement and which has not already been expended by the Recipient in accordance with this Agreement.

1.2 Interpretation

In this agreement, unless the context clearly indicates otherwise:

- (a) a reference to **this Agreement** or another document means this agreement or that other document and any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects and functions as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this agreement;
- (e) **clause headings** and the **table of contents** are inserted for convenience only and do not form part of this agreement;
- (f) the **introduction**, **schedules** (if any), and **annexures** (if any) form part of this agreement;

- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) **related** or **subsidiary** in respect of a corporation has the same meaning given to that term in the Corporations Act;
- (k) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this agreement;
- (l) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (m) a reference to a **breach of warranty** includes that warranty not being complete, true or accurate;
- (n) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done;
- (o) **including** and **includes** are not words of limitation;
- (p) the words **at any time** mean at any time and from time to time;
- (q) a reference to a time is to that time in New South Wales;
- (r) a word that is derived from a defined word has a corresponding meaning;
- (s) **monetary amounts** are expressed in Australian dollars;
- (t) the singular includes the plural and vice-versa;
- (u) words importing one gender include all other genders; and
- (v) a reference to a thing includes each part of that thing.

1.3 Construction

Neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. Term

The Term of this Agreement commences on the Date of this Agreement and, unless terminated earlier, expires on the date of receipt by the Recipient of the Project Acquittal Notice from the Department.

3. Provision of Funding

3.1 Payment of Funding

- (a) Subject to compliance by the Recipient with this Agreement, the Department shall only be liable to provide the Recipient with the full amount of Funding for each Funded Employee upon completion by that Funded Employee of the Approved Training Plan for that Funded Employee.
- (b) The Department will pay a valid claim by the Recipient for part payment of the Funding in respect of a Funded Employee that is made at the times and in accordance with the requirements specified in Schedule 2.
- (c) The Department is not liable for the provision of additional money to meet any expenditure necessary for Project Completion in excess of the Funding.

3.2 Expenditure of Funding

The Recipient may expend the Funding only for the payment of the remuneration and On-costs associated with the employment of Funded Employees and for no other purpose.

4. Project Delivery

4.1 Project Commencement and Completion

The Recipient must:

- (a) commence the Project on the Project Commencement Date; and
- (b) achieve Project Completion by the Project Completion Target Date.

4.2 Creation of Funded Positions by Recipient and Offer of Employment to Funded Positions

- (a) The Recipient must create the Funded Positions for the purposes of the delivery of this Project.
- (b) The Recipient may only make an offer of employment in a Funded Position to a person who is either:
 - (i) enrolled to complete a qualification from a Registered Training Organisation; or
 - (ii) enrolled to complete an Australian course of study that leads to a Regulated Higher Education Award from a Registered Higher Education Provider.

4.3 Department Approval of Training Contracts and Training Plans

- (a) The Recipient must give the following to the Department for the Department's approval within 10 Business Days of the employment of an individual to a Funded Position:
 - (i) where the Funded Position is for the engagement of an apprentice or trainee - the training contract for that employee, being the legally binding agreement between the Recipient and the employee for the provision by the Recipient to the employee of properly supervised work and training towards the completion by the employee of a nationally recognised qualification from a Registered Training Organisation; or
 - (ii) where the Funded Position is for the engagement of a cadet – the cadet's name and cadetship details together with evidence of that cadet's enrolment in an Australian course of study with a Registered Higher Education Provider.

- (b) The Department must, within 10 days after the receipt under paragraph (a) of a training contract for an apprentice or trainee or cadetship details and enrolment evidence for a cadet, determine whether to approve or refuse (for the purposes of the payment of the Funding under this Agreement):
 - (i) the training contract for the apprentice or trainee; or
 - (ii) the cadetship engagement and Australian course of study in which the cadet is enrolled.
- (c) If approved by the Department, the Department must as soon as practicable notify the Recipient in writing (which may be by email) of the Department's approval of funding for the employee.
- (d) The Recipient must give to the Department for the Department's approval the Training Plan for a Funded Employee within 12 weeks of the employment of that Funded Employee to a Funded Position.
- (e) If approved by the Department, the Department must immediately notify the Recipient in writing (which may be by email) of the Department's approval of the Training Plan for a Funded Employee.
- (f) Any amendment made to an Approved Training Contract or Approved Training Plan must be submitted to the Department for re-approval within 5 Business Days of the amendment date.
- (g) If an amendment to an Approved Training Contract or Approved Training Plan for a Funded Employee is approved by the Department, the Department must immediately notify the Recipient in writing (which may be by email) of the Department's approval of the amendment.

4.4 Conduct of Project

The Recipient must deliver the Project to achieve the Project Objectives -

- (a) in an efficient, effective, economical and ethical manner;
- (b) diligently and to a high standard; and
- (c) in accordance with this Agreement, specific requirements in the Program Guidelines relating to the recruitment and employment of Aboriginal and Torres Strait Islander people and all applicable Laws.

4.5 Reporting

- (a) The Recipient must give the Department the following reports for each Funded Employee in accordance with the requirements and at the times as specified in Schedule 3:
 - (i) the session / semester dates for each Calendar Year; and
 - (ii) the end of semester / session progress report for the Funded Employee; and
 - (iii) the Project Acquittal Report.
- (b) The Recipient must meet with the Department to discuss delivery of the Project if requested to do so.

- (c) The Recipient must inform the Department in writing (which may be by email) within 5 Business Days after terminating the employment of a Funded Employee.
- (d) The Recipient must give the Department any additional report that is requested in writing by the Department regarding the Recipient's performance of this Agreement or any part of this Agreement, including the implementation of an Approved Training Plan for a Funded Employee or the termination of the employment of a Funded Employee.
- (e) A failure by the Recipient to give the Department any Report required to be given under this clause 4.5 is a breach for which the Department may immediately terminate this Agreement and this right of termination is one to which clause 15.1(b)(ii) applies.

4.6 Temporary Suspensions and Cessation of Payments

- (a) The Recipient may apply to the Department in writing (which may be by email) for approval to temporarily suspend the provision of training to a Funded Employee to assist that employee to recover from illness or misadventure or unforeseen extraordinary circumstances.
- (b) The Department must notify the Recipient in writing (which may be by email) of its decision to either approve or refuse an application for a temporary suspension received under paragraph (a) of this clause.
- (c) If the Department approves an application for a temporary suspension received under paragraph (a) of this clause, the Department must continue to pay amounts of Funding claimed by the Recipient for the Funded Employee and the Recipient must hold all such Funding payments received in trust for the payment of that Funded Employee's wages once the employee returns to work following the completion of the approved period of suspension.
- (d) The Department may cease payment of the Funding allocated for a Funded Employee where the Department receives evidence of the following circumstances:
 - (i) the Funded Employee has failed one or more units of study required to be completed in the Approved Training Plan for that Funded Employee; or
 - (ii) the Funded Employee has failed to complete any of the supervised on-the-job training required to be provided by the Recipient in accordance with the Approved Training Plan for that Funded Employee; or
 - (iii) the Funded Employee ceases to be enrolled with the Registered Training Organisation or Registered Higher Education Provider to complete the qualification or Australian course of study as specified in the Approved Training Plan for that Funded Employee; or
 - (iv) the Funded Employee ceases employment with the Recipient; or
 - (v) the Recipient terminates the employment of the Funded Employee.
- (e) Where the Department ceases payment of the Funding for a Funded Employee under paragraph (a) above, the Recipient no longer has the right to claim any unpaid amount that that has been allocated from the Funding for that employee.

4.7 Project Acquittal

- (a) If the Recipient has achieved Project Completion to the Department's satisfaction, the Department must give the Recipient a Project Acquittal Notice acknowledging that Project Completion has been achieved.
- (b) In order to facilitate the Department's review of the Project Acquittal Report and evaluation of whether Project Completion has satisfactorily been achieved by the Recipient, the Recipient must:
 - (i) respond to all of the Department's reasonable requests; and
 - (ii) provide any information that is reasonably required in writing by the Department.
- (c) If the Department, in its discretion, determines that Project Completion has not been achieved by the Recipient, the Department must notify the Recipient in writing of its determination as such, and may either:
 - (i) give the Recipient written instructions as to the action required to be undertaken by the Recipient to achieve Project Completion and enable the issue by the Department of the Project Acquittal Notice acknowledging that Project Completion has been achieved; or
 - (ii) exercise any other rights under this Deed or at law.
- (d) This clause 4.7 survives the termination of this Agreement.

5. Taxes, duties and government charges

The Recipient shall pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.

6. Debt and Interest

- (a) In this clause, **Interest** means interest calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the *Taxation Administration Act 1953* (Cth), on a daily compounding basis.
- (b) The Recipient must, upon request of the Department, pay any amount owed or payable to the Department or which the Department is entitled to recover from the Recipient under this Agreement, including if demanded by the Department any Interest, as a debt due by the Recipient without further proof of the debt by the Department being necessary. Such payment is without prejudice to any other rights available to the Department under the Agreement, under statute, at law or in equity.
- (c) If the Department notifies the Recipient that an amount is to be refunded or otherwise paid to the Department and the amount is not refunded or paid within 20 Business Days of the date of the Notice, the Recipient must pay Interest on the amount outstanding after the expiry of the date it was due, until the amount is paid in full.

7. GST

7.1 Definitions

Words used in this clause that are defined in the GST Law have the meaning given in that legislation.

7.2 Consideration is GST-exclusive

Unless otherwise specified, all amounts payable under this Agreement are exclusive of GST.

7.3 GST payable on taxable supply

- (a) If a supply made under this Agreement is a taxable supply, the recipient of that taxable supply (**Recipient**) must, in addition to any other consideration, pay to the party making the taxable supply (**Supplier**) the amount of GST in respect of the supply.
- (b) The Recipient will only be required to pay an amount of GST to the Supplier if and when the Supplier provides a valid tax invoice to the Recipient in respect of the taxable supply.
- (c) If there is an adjustment to a taxable supply made under this Agreement then the Supplier must provide an adjustment note to the Recipient.
- (d) The amount of a party's entitlement under this Agreement to recovery or compensation for any of its costs, expenses or liabilities is reduced by the input tax credits to which that party is entitled in respect of those costs, expenses or liabilities.

8. Management of Funding

8.1 Account and financial records

- (a) The Recipient must deposit the Funding in an account in the Recipient's name and which the Recipient solely controls, with an ADI.
- (b) The Recipient must:
 - (i) keep all relevant Records (including copies of pay slips issued to Funded Employees and bank statements) that evidence all financial transactions with respect to the Funding and any interest accrued on the Funding;
 - (ii) keep accounts in accordance with the Australian Accounting Standards that properly and accurately explain and record all financial transactions with respect to the Funding and the Project and allow for the preparation and audit of the financial statements referred to in paragraph (iii) of this clause 8.1(b); and
 - (iii) prepare financial statements in accordance with the Australian Accounting Standards which present fairly:
 - (A) comprehensive details of the Recipient's income and expenditure and financial performance associated with the delivery of the Project in accordance with this Agreement; and
 - (B) the Recipient's cash flows pertaining to the performance of this Agreement.
- (c) In addition to meeting the requirements of Schedule 3 to this Agreement with respect to the Project Acquittal Report required to be given to the Department by clause 4.5, the Recipient must give the Department copies of any Records or accounts required to be kept or financial statements required to be prepared under this clause 8.1 within 5 Working Days after receipt of a written request from the Department.

8.2 Refunds of Unexpended and misspent Funds

- (a) Without limiting the Department's rights under this Agreement, the Department may, at any time and by Notice in writing, recover all or part of the Funding from the Recipient (as debt due and payable on demand) in any of the applicable circumstances detailed in Column A of the table below to the extent of the corresponding amounts specified in Column B of the table below:

	Column A: Circumstance in which some or all of the Funding may be recovered by the Department	Column B: Funding amounts recoverable by the Department
1.	The Recipient is paid more than the Funding specified in this Deed.	Amount overpaid.
2.	The Recipient has incorrectly claimed some or all of the Funding.	Amount incorrectly claimed and received by the Recipient.
3.	The Recipient breaches this Agreement and fails to remedy that breach within the time specified in the written request from the Department.	Amount of the Funding that has been expended by the Recipient in breach of this Agreement.
4.	Any of the events giving rise to the Department's right to cease payments under clause 4.6 of this Agreement of the Funding that has been allocated for a Funded Employee.	All Funding paid to the Recipient by the Department in respect of the relevant Funded Employee.
5.	There is Unexpended Funding at the expiry of the Term.	Amount of the Unexpended Funding.
6.	The Recipient fails to achieve Project Completion to the Department's satisfaction resulting in the Department's inability to issue a Project Acquittal Notice in accordance with clause 4.7.	All Funding that has been paid to the Recipient by the Department.
7.	Termination for fault under clause 15.1 other than: a) termination on the grounds that the Recipient's grant application was false or misleading in a way that would have affected the decision to grant the Funding; or b) termination for unmanageable conflict of interests.	The following amounts are recoverable: a) any part of the Funding that has been claimed by the Recipient in breach of this Deed; and b) any Unexpended Funding at the date of the Notice of termination given under clause 15.1.
8.	Termination for Change in Policy under clause 15.2 or notification of Force Majeure event by either party under clause 16.	Amount of any Unexpended Funding.
9.	Termination for unmanageable conflict of interests under clauses 20.5 and 15.1(b)(ii).	All Funding that has been paid to the Recipient by the Department.

	Column A: Circumstance in which some or all of the Funding may be recovered by the Department	Column B: Funding amounts recoverable by the Department
10.	Termination under clause 15.1(b)(iii) on the grounds that the Recipient's grant application was false or misleading in a way that would have affected the decision to grant the Funding.	All Funding that has been paid to the Recipient by the Department.

- (b) If the Department exercises the right to require the repayment of all or part of the Funding in accordance with clause 8.21.8.2(a), the Recipient must repay within 20 Business Days of the date of the Notice of demand:
 - (i) the full amount of the Funding, or
 - (ii) the part of the Funding that is the subject of the Notice, and
 - (iii) any interest earned or accrued by the Recipient on the amount referred to in paragraph (i) or (ii) as the case may be, up to the date of repayment.
- (c) If any dispute arises regarding the repayment of the Funding, the parties must attempt to resolve the dispute in accordance with clause 14.
- (d) This clause survives termination or expiry of this Agreement.

9. Records & Audit

9.1 Keeping Records

In addition to the obligation under clause 8.1, the Recipient must create and maintain full and accurate Records of the conduct of the Project including, without limitation, all progress against the Milestones.

9.2 Retention of Records

The Recipient must retain all Records and accounts created under this Agreement for a period of no less than seven years after the expiry of the Term.

9.3 Audit

- (a) The Department may at its expense and its discretion conduct an audit of the Recipient's compliance with this Agreement.
- (b) The Department or a person commissioned by the Department will give the Recipient prior Notice of its requirements in relation to an audit and endeavour to minimise disruption and interference to the Recipient's performance of its obligations under this Agreement.
- (c) The Recipient must co-operate fully with the audit, including permitting the person conducting the audit to inspect and make copies of the Recipient's Records and materials relevant to the Project and the performance of this Agreement.

- (d) Except where otherwise determined by the Department, the Recipient is responsible for its own costs of participating in or facilitating an audit and such costs are not to be paid out of the Funding.
- (e) The Recipient must promptly take any reasonable action required by the Department to rectify any error, non-compliance or inaccuracy identified in an audit in relation to the Project or the Recipient's performance of this Agreement.
- (f) The Recipient is not entitled to any delay costs or other costs or expenses of whatever nature relating in any way to an audit conducted by or on behalf of the Department or rectification action taken by the Recipient in response to a rectification requirement imposed by the Department under this clause 9.3.
- (g) Where the Department directs, the Recipient must not expend, and must not make any further commitment to expend, any amount of Funding until such time as the audit has been completed and the Department has confirmed in writing that any rectification action required under clause 9.3(e) has been undertaken by the Recipient to the Department's satisfaction.

10. Confidential Information

10.1 Obligation

- (a) Subject to this clause 10, each party must ensure that all Confidential Information is kept confidential.
- (b) The Recipient agrees to secure all of the Department's Confidential Information against loss and unauthorised access, use, modification or disclosure.

10.2 Written Undertakings

The Recipient must, on request by the Department at any time, arrange for:

- (a) its Personnel; or
- (b) any person with a Third Party Interest,

to give a written undertaking in a form acceptable to the Department relating to the use and non-disclosure of the Department's Confidential Information.

10.3 Exceptions to confidentiality

The obligations on the parties under this clause 10 will not be taken to have been breached to the extent that the Confidential Information:

- (a) is required to be disclosed by Law, in which case the disclosing party must immediately notify the other party of the requirement and must take lawful steps and permit the opposition to or restriction of the disclosure to preserve, as far as possible, the confidentiality of the Confidential Information;
- (b) is disclosed by a party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Agreement;
- (c) is disclosed to a party's Personnel, to perform this Agreement, and manage and audit performance of this Agreement;

- (d) is disclosed by the Department to a Minister to whom the Department is responsible;
- (e) is disclosed by the Department, in response to a request by a House or a Committee of the Parliament of New South Wales or the Commonwealth of Australia;
- (f) is shared by the Department where necessary:
 - (i) to enable a Minister of the Crown under the *Constitution Act 1902* or a Minister of State under the Australian Constitution to exercise their lawful functions and meet their portfolio responsibilities; or
 - (ii) to properly administer, evaluate or report on the Program; or
 - (iii) to meet obligations under the Government Sector Finance Act 2018 or Government Sector Audit Act 1983;
- (g) is in or enters the public domain for reasons other than a breach of this Agreement; or
- (h) is disclosed to by a party to its professional advisers to obtain professional advice, or to its insurer for the purposes of making or pursuing an insurance claim.

10.4 Obligations to notify

Where a party discloses Confidential Information to another person pursuant to clause 10.3, the disclosing party must notify the receiving person that the information is confidential.

10.5 Period of Confidentiality

The obligations under this clause 10 will continue, notwithstanding the expiry or termination of this Agreement until the Confidential Information is in the public domain.

10.6 Survival of this clause

This clause 10 will survive the termination of this Agreement.

11. Privacy

11.1 Privacy obligations

- (a) The Recipient must obtain consent from each applicant for a Funded Position for their personal information to be shared with the Department and the Minister for Local Government for the following purposes:
 - (i) all purposes in connection with the proper administration of the Fresh Start for Local Government Apprentices, Trainees and Cadets Grants Program;
 - (ii) to report to the Minister for Local Government about matters in connection with the administration of the Fresh Start for Local Government Apprentices, Trainees and Cadets Grants Program;
 - (iii) to enable the Minister for Local Government to fulfil the Minister's portfolio responsibilities;
 - (iv) to meet all statutory reporting obligations; and
 - (v) to carry out data analytics work and policy development.

- (b) Nothing in this Agreement, including the exceptions to confidentiality under clause 10.3, operates to excuse any failure by the Recipient to comply with the Privacy Law.
- (c) The Recipient must notify the Department immediately if it becomes aware of a breach or possible breach in the Recipient's compliance with the Privacy Law in connection with the Recipient's performance of this Agreement.
- (d) The provisions of this clause 11.111.1 survive the termination or expiry of this Agreement.

12. Acknowledgment and publicity

12.1 Acknowledgment of support

- (a) Unless otherwise notified by the Department, the Recipient must, in all publications, promotional and advertising materials, public announcements, promotional plaques and activities by the Recipient or on the Recipient's behalf in relation to the Project, or any products, processes or inventions developed as a result of it, acknowledge the financial and other support the Recipient has received from the New South Wales Government.
- (b) Where the Recipient has been provided with Funding to produce any publication, a copy of the publication must, on request, be provided to the Department.
- (c) The Recipient must:
 - (i) give the Department no less than 30 Business Days' Notice of any proposed publications, promotional and advertising materials or public announcements and activities in connection with the Project; and
 - (ii) include in such Notice, an invitation for the Department to participate in (including by making an announcement at any public announcement or activity) which the Department may choose to do so in its absolute discretion.

12.2 Right to publicise Funding and the Project

- (a) When requested in writing by the Department, the Recipient must provide to the Department, material to enable the Department to publicise, promote or report on the Project (**Promotional Material**).
- (b) The Recipient must obtain all necessary Intellectual Property Rights in the Promotional Material to grant the Department the licence referred to in clause 12.2(d).
- (c) The Department reserves the right to use the Promotional Material to publicise, promote and report on the Project and/or awarding of Funding to the Recipient. The Department may do (but is not limited to doing) this by including the Recipient's name, the amount of the Funding given to the Recipient, the date the Agreement commences and its term, and the title, location, purpose and a brief description of the Project in media releases, general announcements about the Funding, annual reports or through any other means as determined by the Department.
- (d) The Recipient must grant the Department a permanent, irrevocable, royalty-free, worldwide, non-exclusive, transferable licence (including a right of sublicense) to use, reproduce, exploit, communicate, adapt and distribute the Promotional Material for the purpose provided in clause 12.2(a).

- (e) The Department may in its discretion and where it is practicable to do so, give a Notice to the Recipient of any such publication under clause 12.2(c).
- (f) This clause survives termination or expiry of this Agreement.

12.3 Removal of promotional material

If the Department:

- (a) terminates this Agreement under clause 15; or
- (b) otherwise determines in its absolute discretion that the Project is not consistent with the Project Objectives,

the Department may, by a Notice to the Recipient, request the Recipient to remove from public access all publications, promotional and advertising materials referred to in clause 12.1 and the Recipient must immediately comply with such request.

13. Liability and Insurance

13.1 Responsibility of the Recipient

The Recipient is fully responsible for the delivery of the Project and discharge of all duties of care owed at law to the Funded Employees while at work with the Recipient, and is not relieved of that responsibility because of any payment of any amount of the Funding by the Department.

13.2 Insurance

- (a) The Recipient must effect and maintain during the Term insurance for all insurable risks in connection with its performance of this Agreement, including but not limited to:
 - (i) workers compensation insurance as required by Law for all Funded Employees; and
 - (ii) public liability insurance to the value of not less than \$20 million in respect of each and every occurrence and unlimited in the aggregate for any one period of cover;
- (b) On request by the Department, the Recipient must provide a copy of valid and current certificates of currency for all such insurance.

13.3 Proportionate liability regime

To the extent permitted by Law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Recipient under or in connection with this Agreement.

13.4 Indemnity

- (a) The Recipient indemnifies the Department from and against any:
 - (i) cost or liability incurred by the Department;
 - (ii) loss of or damage to property of the Department; or

- (iii) loss or expense incurred by the Department in dealing with any claim against it, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by the Department,
- arising from:
- (iv) any breach by the Recipient of this Agreement; and
 - (v) any act or omission involving fault by the Recipient in connection with this Agreement.
- (b) The Recipient's liability to indemnify the Department under clause 13.4 13.4(a) will be reduced proportionately to the extent that any act or omission involving fault on the part of the Department or its Personnel contributed to the relevant cost, liability, loss, damage or expense.
 - (c) The right of the Department to be indemnified under this clause 13.4 is in addition to, and not exclusive of, any other right, power or remedy provided by Law, but the Department is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.
 - (d) In this clause 13.4, "fault" means any negligent or unlawful act or omission or wilful misconduct.

14. Dispute Resolution

14.1 Procedure for dispute resolution

The parties agree that a dispute arising under this Agreement will be dealt with as follows, and that, subject to clause 14.4, neither party will commence legal proceedings in relation to that dispute until this procedure is completed:

- (a) the party claiming that there is a dispute will give the other party a Notice setting out the nature of the dispute;
- (b) within 5 Business Days (or such other period as agreed by the parties in writing) each party will nominate a senior representative not having any prior involvement in the dispute;
- (c) the senior representatives will try to settle the dispute in good faith by direct negotiation between them;
- (d) failing settlement within a further 10 Business Days or such other period as agreed by the parties in writing (or failure of one or both parties to nominate a senior representative within the period set out in clause 14.1(b), the parties may agree to refer the dispute to an independent third person with power:
 - (i) to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
 - (ii) to mediate and recommend some form of non-binding resolution;
- (e) the parties will co-operate fully with any process instigated under clause 14.1(d) in order to achieve a speedy resolution; and

- (f) if the parties have been unable to agree to refer the dispute to an independent third person, or they have agreed and a resolution is not reached within a further 20 Business Days (or such other period as the parties may agree in writing), either party may commence legal proceedings.

14.2 Costs

Each party will bear its own costs of complying with this clause 14, and the parties will bear equally the cost of any third person engaged under clause 14.1(d).

14.3 Continued performance

Despite the existence of a dispute, the Recipient will (unless requested in writing by the Department not to do so) continue to perform the Recipient's obligations under this Agreement.

14.4 Application of clause

This clause 14 does not apply to:

- (a) legal proceedings by either party for urgent interlocutory relief; or
- (b) action by the Department under or purportedly under clause 15 (Termination) or clause 20.5 (Conflicts of Interest).

15. Termination

15.1 Termination for fault

- (a) If the Recipient does not comply with any of its obligations under this Agreement, then the Department:
 - (i) if it considers that the non-compliance is not capable of remedy – may, by a Notice, terminate this Agreement immediately; and
 - (ii) if it considers that the non-compliance is capable of remedy – may, by a Notice, require that the non-compliance be remedied within the time specified in the Notice, and if not remedied within that time, may terminate this Agreement immediately by giving a second Notice.
- (b) The Department may also by a Notice terminate this Agreement immediately if:
 - (i) in relation to this Agreement, the Recipient breaches any Law of the Commonwealth of Australia, or of a State or Territory;
 - (ii) another clause of this Agreement allows for termination under this clause 15; or
 - (iii) the Department is satisfied that any statement made in the Recipient's application for Funding is false or misleading in a way which would have affected the decision to grant the Funding.

15.2 Termination for Change in Government Policy

- (a) Without limiting any other rights or remedies the Department may have arising out of or in connection with this Agreement, the Department may terminate this Agreement immediately upon written notice to the Recipient due to a Change in Policy.

- (b) The Recipient releases the Department from all claims under, and in connection with, this Agreement other than the Department's obligation to pay for work done in accordance with this Agreement up to the effective date of termination.

15.3 Preservation of other rights

This clause 15 does not limit or exclude any of the Department's other rights under this Agreement.

16. Force Majeure

If either Party is unable to perform an obligation under this Agreement because of a Force Majeure, then:

- (a) as soon as reasonably practicable after the Force Majeure arises, the affected party shall notify the other party of the Force Majeure and provide details of the Force Majeure and the extent to which and for how long the notifying party estimates that it is unable to perform its obligation; and
- (b) such affected party is relieved from performing its obligations under this Agreement (other than, where the affected party is the Recipient, the Recipient's obligations to repay money in accordance with clause 8.2) to the extent it is prevented from doing so by the Force Majeure;
- (c) dates shall be extended to take into account the Force Majeure as agreed by the parties acting reasonably; and
- (d) the party prevented from performing its obligations due to a Force Majeure shall use commercially reasonable efforts to remedy the situation so it may perform its obligations.

17. Assignment

This Agreement is personal to each party and neither party may assign the rights or benefits of this Agreement to any person.

18. General Warranties

Each party warrants to each other party that this Agreement creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms.

19. Notices

19.1 Notices

Any notice, demand, consent, approval, request, Project Plan, Report or other communication required to be given by a party to the other party by this Agreement (**Notice**) must be:

- (a) in writing and in English; and
- (b) served in accordance with clause 19.2 on the Contact Person of the relevant receiving party as identified at:
 - (i) for the Department - Item 11 of the Agreement Details, or other person nominated by the Department; or

- (ii) for the Recipient, that person specified in Item 12 of the Agreement Details, or other person nominated by the Recipient.

19.2 Service of Notice

- (a) A Notice under this Agreement is only effective if it is in writing, and addressed as follows:
 - (i) if given by the Recipient to the Department – addressed to the Department at the Address for Service specified in Item 9 of the Agreement Details, or other address as notified by the Department; or
 - (ii) if given by the Department to the Recipient – addressed to the Recipient at the Address for Service specified in Item 10 of the Agreement Details, or other address as notified by the Recipient.
- (b) A Notice must be given at the other party's Address for Service by being:
 - (i) hand delivered;
 - (ii) sent by electronic mail; or
 - (iii) sent by prepaid mail within Australia.
- (c) A Notice is given if:
 - (i) hand delivered, on the date of delivery;
 - (ii) sent by electronic mail, on the date of delivery;
 - (iii) sent by prepaid mail within Australia, on the date that is 2 Business Days after the date of posting.
- (d) If a Notice is received:
 - (i) after 5:00 pm on any Business Day; or
 - (ii) on a day that is not a Business Day,it is deemed to be received at 9:00 am on the next Business Day for the purposes of this clause 19.2.

20. General provisions

20.1 Inconsistency

If there is any inconsistency between provisions of this Agreement, the order of precedence will be:

- (a) clauses 1 to 20; then
- (b) the Schedules.

20.2 Entire agreement

This Agreement constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

20.3 Variation

Except as provided by Schedule 4, this Agreement including the Schedules may only be varied by a later written document executed as a deed by both parties.

20.4 Waiver

A right created by this Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

20.5 Conflicts of Interest

- (a) The Recipient must ensure that the interests of both parties in the delivery of the completed Project and effective and efficient use of the Funding in accordance with this Agreement are not conflicted or prejudiced by any other interests of the Recipient or the other interests of any Contractors.
- (b) Where a conflict of interests (whether actual, perceived or potential) that threatens the delivery of the Project or the effective and efficient use of the Funding, or that threatens to undermine public confidence in the Project, the Department or the Government of NSW, is identified, the Recipient must:
 - (i) immediately notify the Department (unless the circumstances giving rise to the actual, perceived or potential conflict of interests were first identified and notified to the Recipient by the Department);
 - (ii) take steps in consultation with the Department, to mitigate the impact of the conflict of interest;
 - (iii) take steps in consultation with the Department, to remove or manage the conflict of interest; and
 - (iv) do whatever the Department reasonably requests of it to remove or manage the conflict.
- (c) Where the conflict of interest is unable to be managed to the satisfaction of the Department then the Department may immediately terminate this Agreement and this right of termination is one to which clause 15.1(b)(ii) applies.

20.6 Further assurances

Each party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this Agreement.

20.7 Time for doing acts

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) a Notice period specified in this Agreement,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that Notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

20.8 Governing law and jurisdiction

- (a) The Laws applicable in New South Wales govern this Agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

20.9 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

20.10 Preservation of existing rights

The expiry or termination of this Agreement does not affect any right that has accrued to a party before the expiry or termination date.

20.11 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiry or termination of this Agreement for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

20.12 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument. Delivery of this Agreement by email constitutes an effective mode of delivery.

20.13 Relationship of parties

Unless otherwise stated:

- (a) nothing in this Agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

20.14 Legal expenses

Each party must pay its own legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Agreement.

20.15 Electronic execution

Each party agrees that the other may execute this Agreement electronically as provided for in the *Electronic Transactions Act 2000*.

Reference Only

Execution page

Executed as a deed

Signed, sealed and delivered for and on behalf of **the Crown in right of the State of New South Wales acting through the Department of Planning, Housing and Infrastructure** (ABN 20 770 707 468) by its duly authorised officer but not so as to incur any personal liability in the presence of:

Electronic signature of me [name] affixed by me on
00/00/00 [time pm/am]

Electronic signature of me [name] affixed by me on
00/00/00 [time pm/am]

.....
Signature of Witness

.....
Signature of authorised officer

.....
Name of Witness

.....
Name and position of authorised officer

Signed, sealed and delivered for and on behalf of [insert Recipient Name and ABN XXX] by its duly authorised officer:

Electronic signature of me [name] affixed by me on
00/00/00 [time pm/am]

Electronic signature of me [name] affixed by me on
00/00/00 [time pm/am]

.....
Signature of Witness

.....
Signature of authorised officer

.....
Name of Witness

.....
Name and position of authorised officer

Schedule 1 – Agreement Details

	Item	Detail
1.	Project	<p>To provide properly supervised employment in newly created positions for [INSERT NUMBER] apprentices, [INSERT NUMBER] trainees and [INSERT NUMBER] cadets in accordance with their Approved Training Contracts and Approved Training Plans. These positions being:</p> <ol style="list-style-type: none"> 1. [Insert position title] 2. [Insert position title] 3. [Insert position title]
2.	Project Commencement Date	The Date of this Agreement.
3.	Project Completion Target Date	30 June 2030
4.	Project Objectives	<ul style="list-style-type: none"> • Increase the Recipient's workforce through the employment of apprentices, trainees and cadets. • Build the Recipient's capacity. • Create positive social outcomes in the Recipient's local government area by generating local education, training and employment opportunities particularly targeting the youth of the area. • Contribute to the National Agreement on Closing the Gap.
5.	Funding	<p>Minimum Wage plus 15% of On-costs for each and every Funded Employee.</p> <p>[Liability for provision of the Funding in full for all Funded Employees only arises on completion of the Funded Employee's Approved Training Plan within the Funded Period for each Funded Employee – see clause 3.1.].</p>
6.	Funded Period for each Funded Employee	<p>The shorter of the following periods:</p> <ol style="list-style-type: none"> a) where the Funded Employee is an apprentice or trainee, the nominal term of the Approved Training Contract of each Funded Employee; or b) where the Funded Employee is a cadet, the nominal term of the Approved Training Plan; or c) in any case, the actual duration taken by the Funded Employee to complete either –

	Item	Detail
		<ul style="list-style-type: none"> i. the relevant qualification from the Registered Training Organisation with which the Funded Employee is enrolled; or ii. the relevant Australian course of study from the Registered Higher Education Provider with which the Funded Employee is enrolled
7.	Confidential Information	Personal information of Funded Employees.
8.	Program	A Fresh Start for Local Government Apprentices, Trainees and Cadets Program
9.	Department Address for Service	Mail: 4 Parramatta Square, 12 Darcy Street, Parramatta NSW 2150 Email: freshstart@olg.nsw.gov.au
10.	Recipient Address for Service	[INSERT RECIPIENT'S ADDRESS FOR SERVICE]
11.	Department Contact Person	The person authorised by the Department to receive all communications and Notices under and with respect to this Agreement: Zoe Honeysett Director, Apprentices and Trainees Program Office of Local Government zoe.e.honeysett@olg.nsw.gov.au
12.	Recipient Contact Person	The person authorised by the Recipient to receive all communications and Notices under and with respect to this Agreement: [INSERT RECIPIENT'S CONTACT PERSON]

Schedule 2 – Funding

1. The Recipient agrees to receive the Funding in accordance with, and subject to the terms of, this Agreement.
2. The Recipient may only submit (and the Department will only accept) a claim for Funding for a Funded Employee.
3. A claim for an amount of the Funding will only be accepted by the Department once every quarter and must be submitted to the Department by the Recipient within 5 working days of the following dates each year:
 - 31 March;
 - 30 June;
 - 30 September; and
 - 31 December.
4. In order to receive payment of any amount of the Funding, the Recipient must make a claim for an amount of the Funding by giving the Department the documents specified in paragraphs (a) and (b) below.
 - (a) A valid tax invoice (including itemisation of any GST component) in accordance with the following requirements:
 - (i) addressed to the Department;
 - (ii) prominently identified as "Tax Invoice"; and
 - (iii) containing:
 - (A) the Recipient's name;
 - (B) the Recipient's ABN;
 - (C) the name of the Project;
 - (D) the name of each Funded Employee and the corresponding amount of Funding being claimed for the employee for the following periods during the Funded Period for each Funded Employee -
 - 1 July to 30 September – for claim period ending 30 September;
 - 1 October to 31 December – for claim period ending 31 December;
 - 1 January to 31 March – for claim period ending 31 March; and
 - 1 April to 30 June – for claim period ending 30 June.
 - (E) the total amount being claimed for all the Funded Employees;
 - (F) any GST component (listed separately to the amount requested); and
 - (G) the Purchase order number.
 - (b) The following evidence of training and employment for each Funded Employee for whom Funding is being claimed in a tax invoice –

- (i) a copy of the Funded Employee's Approved Training Plan against which the Funded Employee's progress on completion is certified by or on behalf of the Recipient by a duly authorised member of staff; and
 - (ii) a copy of the most recent payslip issued to the Funded Employee by the Recipient during the claim period specified in the tax invoice.
- 5. The first claim submitted by the Recipient may be for an amount of Funding for each Funded Employee for the first 6 Calendar Months of the Funded Period for each Funded Employee.
- 6. The second claim submitted by the Recipient for each Funded Employee must account for all amounts of Funding already received by the Recipient for that Funded Employee.

Reference Only

Schedule 3– Reporting Requirements

Use of SmartyGrants

1. All Reports must be submitted to the Department via SmartyGrants in a format approved by the Department.

End of Semester / Session Progress Report for each Funded Employee

2. For each Funded Employee, no later than one Calendar Month after the end of a semester or academic session of study in each Calendar Year, the Recipient must give the Department a written Training Progress Report (including evidence of matters specified below) detailing:
 - (a) whether the Funded Employee passed all units of study required to be undertaken for the semester or academic session of study that has most recently ended;
 - (b) whether the Funded Employee failed any unit of study required to be undertaken for the semester or academic session of study that has most recently ended;
 - (c) whether the Funded Employee received the required on-the-job training from an appropriately qualified and experienced supervisor in accordance with the employee's Approved Training Plan while working for the Recipient throughout the semester or academic session of study that has most recently ended;
 - (d) whether there are any foreseeable or anticipated obstacle to the implementation of the Approved Training Plan for the Funded Employee, including anticipated delays in the completion of any stage of the Approved Training Plan and reason for those delays;
 - (e) whether the training and study, including any training and study provided by a Registered Training Provider or Registered Higher Education Provider, of the Funded Employee had been suspended with the Department's approval in accordance with clause 4.6 for any period of time during the semester or academic session of study that has most recently ended; or
 - (f) whether, during the semester or academic session of study that has most recently ended, the Funded Employee had returned to training and study after a period of approved suspension granted in accordance with clause 4.6;
 - (g) whether the employment of the Funded Employee was terminated and if so, the date of, and reason for termination;
 - (h) whether the Funded Employee will continue to be employed by the Recipient in the same Funded Position for the next semester or academic session of study;
 - (i) whether the Funded Employee has successfully completed all study and training identified in the Approved Training Plan.
3. Notwithstanding the reporting times specified in clause 3 above, the Department may specify in writing (which may be by email) that the Training Progress Report required to be submitted in accordance with clause 3 is to be submitted on a quarterly basis.
4. Each Semester/ Session Progress Report must be written in any format specified or using any template given for the purpose by the Department and certified by a senior employee of the Recipient whose role involves responsibility for the delivery of the Project.

End of Financial Year Report

5. No later than one Calendar Month after the end of each Financial Year throughout the Term of this Agreement, the Recipient must give the Department a report detailing:
 - (a) the total number of full-time equivalent employees of the Recipient as at 30 June 2024;
 - (b) the total number of full-time equivalent apprentice, trainee and cadet employees of the Recipient as at 30 June 2024;
 - (c) the total number of full-time equivalent employees of the Recipient for that particular Financial Year;
 - (d) the total number of full-time equivalent apprentice, trainee and cadet employees of the Recipient for that particular Financial Year; and
 - (e) the total number of Funded Employees employed by the Recipient for that particular Financial Year.

Project Acquittal Report

6. The Recipient must provide to the Department within one Calendar Month after the date on which Project Completion is achieved, a Project Acquittal Report in the format specified, or using a template given by the Department for the purpose.
7. The Project Acquittal Report must include:
 - (a) the date on which Project Completion was achieved;
 - (b) a summary table of the following information:
 - (i) all Funded Employees for which Funding has been claimed by the Recipient and paid by the Department from the Date of this Agreement to the date on which Project Completion was achieved (including for any Funded Employees for which payments were ceased in accordance with clause 4.6 of this Agreement);
 - (ii) the qualification attained from the Registered Training Organisation or Australian course of study completed with a Registered Higher Education Provider by each Funded Employee referred to in paragraph (i) and the date on which such qualification was attained or course of study was completed; and
 - (iii) the total amount of Funding that was claimed by the Recipient and paid by the Department under the Agreement for each Funded Employee referred to in paragraph (i).
 - (c) the total amount of Unexpended Funding and Funding that has not been claimed by the Recipient as at the date of Project Completion;
 - (d) the total amount of Funding recovered by the Department under clause 8.2 of this Agreement as at the date of Project Completion;
 - (e) the total amount of any Funding claims properly made by the Recipient in accordance with Schedule 2 which remain unpaid by the Department as at the date of Project Completion.

- (f) a tabulated and indexed folder of all pay slips issued to each Funded Employee from the Date of this Agreement to the date of Project Completion;
- (g) bank statements for the bank account in which the Funding was held;
- (h) the financial statements required to be prepared by clause 8.1(b) of this Agreement which must be certified by the Recipient's Chief Financial Officer; and
- (i) any other information requested in writing by the Department.

8. The Project Acquittal Report must be certified by the Recipient's Chief Financial Officer.

Reference Only

Schedule 4– Variation Schedule

1. Both parties acknowledge and agree that the following clauses or parts of this Agreement may be varied by completing the variation schedule below and sending each other a copy of the variation schedule by email to the Authorised Officer set out in cl 3 below:
 - (a) the numbers of apprentices, trainees and cadets specified in item 1 of Schedule 1 for which the Recipient is required to provide properly supervised employment in newly created positions; and
 - (b) Items 9 – 12 in Schedule 1.
2. On and from the relevant Effective Date, item 1 of Schedule 1 to this Agreement is varied to read as identified in the first column of the Variation Schedule headed 'Amendment to item 1 of Schedule 1.'
3. For the purposes of this Schedule 4,
 - (a) the Department's Authorised Officer is the Deputy Secretary Office of Local Government; and
 - (b) the Recipient's Authorised Officer is **[RECIPIENT TO INSERT]**.

Variation Schedule

Amendment to item 1 of Schedule 1	Effective Date	Department's Authorised Officer	Recipient's Authorised Officer