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| --- | --- |
| **Premier’s Department** |  |
| Funding Agreement (short form)  Supporting Young Scientists Equity and Access Program |  |
|  | |

We agree to provide You with the Funding for the Activity, and You agree to accept and use

the Funding for the Activity, on the terms of this Agreement.

This Agreement is made up of the parts stated in the General Terms.

Activity Schedule

| Agreement Parties | | |
| --- | --- | --- |
| **Agency**  (We, Us, Our) | Name: | The Crown in the right of the State of New South Wales, acting through the Premier’s Department |
|  | ABN: | 34 945 244 274 |
|  | Address: | 52 Martin Place, Sydney NSW 2000  GPO Box 5341, Sydney NSW 2001 |
|  | Tel: | 02 6586 7879 |
|  | Email: | raap.grants@chiefscientist.nsw.gov.au |
|  | Contact: | Christina Newman |
| **Recipient**  (You, Your) | Name: | <insert full legal Recipient name> |
|  | ABN: | <insert> |
|  | Legal entity status: | Company  Incorporated Association  Unincorporated Partnership  Individual  Other: <specify> |
|  | Trustee of a trust: | The Recipient [is] [is not] entering into this Agreement as a trustee of a trust. |
|  | Business Name: | <insert> |
|  | Address: | <insert> |
|  | Tel: | <insert> |
|  | Email: | <insert> |
|  | Contact: | <insert> |

|  |  |
| --- | --- |
| Term | |
| Agreement Start Date: The date of execution of this Agreement by the last party to execute.  Agreement End Date: 30 June 2025 | |
| Activity | |
| Funding Program: | Supporting Young Scientists Equity and Access Program 2024-25 |
| Activity: | <insert name and description of funded activity> |
| Activity Objectives: | <insert purpose/goals for the Activity> |
| Activity Period: | Activity Start Date: <insert>  Activity End Date: <insert> |
| Activity Plan: | As described in your application for funding. |

| Funding and payment | |
| --- | --- |
| Funding | The total amount of the Funding is $<amount> (GST excl.) |
| Payment | Recipient Created Tax Invoices will not be issued by the Agency in respect of the Funding.  Subject to this Agreement, the Funding will be paid in accordance with the below Payment Plan.   |  |  |  |  |  | | --- | --- | --- | --- | --- | | Milestone/ condition precedent to payment | Expected date for payment | Amount (GST excl.) | GST | Amount  (GST incl.) | |  |  |  |  |  | | Total Amount: |  |  |  |  |   Payment will be made by direct transfer to Your nominated account:  Account Name:  Account Number:  BSB Number:  Bank Name: |
| Contribution | Specify any financial contribution the Recipient must make toward the Activity and any co-contributions by other sponsors or partners. If no contribution is to be made insert 'NIL' |
| Contribution | $<amount> (Your financial contribution to the Activity) |
| Contribution (in-kind) | $<amount> (Your in-kind contribution to the Activity) |
| Contribution (from partners) | $<amount> (Your partners’ financial and in-kind contribution to the Activity) |

| Reports |
| --- |
| |  |  |  | | --- | --- | --- | | Report | Due Date | Form/Content | | Final Report | Within one month after the Activity End Date. | A written report, using the template provided through SmartyGrants, by an authorised officer on the outcomes of the Activity.  Note that the Final Report also includes a financial acquittal component verifying that the Funding has been spent in accordance with this Agreement, plus any receipts for expenditure of the Funding.  The report should verify that $$<insert> (ex GST) was spent on supporting students in the Activity. | |

| Funding Acknowledgement | |
| --- | --- |
|  | Is the Recipient required to acknowledge the Funding in any public statements about the Activity or the Funding?  Yes   1. By accepting this Funding you must acknowledge the support of the Office of the NSW Chief Scientist & Engineer in any publications, promotional and advertising materials, public announcements about the Activity and on any web page established in connection with the Activity. 2. You may use the Office of the NSW Chief Scientist & Engineer’s logo when acknowledging The Department's support of the Activity in accordance with the NSW Government Branding Style Guide as set out at: [Branding | NSW Government](https://www.nsw.gov.au/branding) 3. In acknowledging such support, you must not state or imply that the Office of the NSW Chief Scientist & Engineer endorses either you or your products. 4. The Office of the NSW Chief Scientist & Engineer may publish the title and brief description, including outcomes, of the Activity and the amount of the Funding. 5. The Department does not accept any responsibility for your involvement in the Activity including your use of any outcomes from the Activity. 6. You must not represent yourself as being an employee or agent of the Department or as otherwise able to bind or represent the Department by virtue of the Funding. |

| Additional Conditions | |
| --- | --- |
|  | **AC1:** The payment terms and process for this Funding are:  The Department will pay you the Funding amount within 30 days of receipt of a valid tax invoice. Invoicing details will be sent after this Agreement has been signed and executed by both parties.  **AC2**: You must undertake the Activity in accordance with Your application for the Funding.  **AC3:** You must undertake the Activity in accordance with Our reasonable directions.  **AC4: Indemnities**   1. You must indemnify and keep indemnified Us and Our officers, employees, and agents from and against any claim, loss or damage arising in connection with this Agreement. 2. Your obligation to indemnify Us under this additional condition 5 will be reduced proportionately to the extent that any negligent or unlawful act or omission by Us, Our officers, employees or agents contributed to the relevant loss or damage. 3. This additional condition 5 survives termination or expiry of this Agreement.   **AC7: Multiple sources of funding (optional)** (a) This additional condition 7 applies to all funding You receive in connection with the Activity from any other sources (including without limitation another NSW government agency) whether received before or after the Agreement Start Date and whether disclosed to Us or not(b) You must immediately advise Us in writing if you receive any funding for the Activity from another source including the amount of the funding, the person/body providing the funding and the part of the Activity to be funded with this funding. As at the Agreement Start Date, in addition to the Funding, You will be receiving funding for the Activity from other sources as set out below:  |  |  |  | | --- | --- | --- | | **Other funding amounts** | **Person/body providing funding** | **Part of Activity to be funded** | |  |  |  | |  |  |  | |  |  |  |  (c) You must ensure that the Funding is not used on the same expenditure for the Activity as another source of funding for the Activity.(d) You must:(i) provide as part of any required report on financial acquittals, receipts and information regarding the expenditure for the Activity as a whole, including but not limited to the Funding, to enable Us to be satisfied that the Funding has been expended in accordance with this Agreement; and(ii) to the extent possible, ensure that any other funding   agreement with a third party for funding of the same Activity contains provisions which allow the receipts and information required in additional condition 7(d)(i) to be provided to Us.(e) We may provide any other person or body that provided funding to You for the Activity with any of the information provided to Us by You regarding the expenditure of the Funding and any other funding for the Activity, for use by the other person or body in relation to financial acquittal of funding provided by that person or body.(f) You consent to a person or body that has provided funding to You for the Activity, if requested by Us, providing information to Us regarding the expenditure of funding for the Activity provided to the third party by You, for use by Us in relation to financial acquittal of the Funding.(g) This additional condition 7 survives expiry or termination of the Agreement. |

| Execution | |
| --- | --- |
| **Executed as an Agreement**: |  |
| Executed for and on behalf of The Crown in right of the State of New South Wales acting through the Premier’s Department, by its duly authorised officer, <insert authorised officer name and position>, but not so as to incur personal liability. |  |
|  | Signature |
|  |  |
| Date: <insert date> |  |

[Alternatives 1A - where Recipient is a corporation]

| Executed by <Recipient name and ABN> in accordance with section 127 of the *Corporations Act 2001* (Cth).  By: <insert name and position of director 1>. |  |
| --- | --- |
|  | Signature |
| And by <insert name and position of director 2 or company secretary>. |  |
|  | Signature |
| Date: <insert date> |  |

[Alternatives 1B - where Recipient is a corporation]

| Executed by <Recipient name and ABN> in accordance with section 127 of the *Corporations Act 2001* (Cth).  By: <insert name and position of sole director/secretary> who states that s/he is the sole director and sole secretary of <Company name>. |  |
| --- | --- |
|  | Signature |
| Date: <insert date> |  |

[Alternative 2 - where Recipient is an incorporated association]

| Executed by <insert name and ABN/other registration number of the incorporated association> in accordance with its constitution and any requirements for execution contained in the statute that establishes the incorporated association.  By: |  |
| --- | --- |
| Print name and position of authorised signatory  On: <insert date> | Signature |
|  |  |
| And by:  Print name and position of authorised signatory 2 |  |
| At: <insert location>  On: <insert date> | Signature |
|  |  |

Short Form Funding Agreement General Terms

# Agreement scope

## This Agreement is made up of:

### the Activity Schedule;

### these General Terms;

### any document referenced in the Activity Schedule.

## Any inconsistency between the above will be resolved in the above order of precedence.

## This Agreement will be for the Term unless terminated earlier in accordance with its terms.

# Activity

## You must undertake the Activity in accordance with this Agreement including:

### conduct the Activity within the Activity Period, in a way that promotes the Activity Objectives, with due care and in accordance with Your Activity Plan;

### comply with applicable laws, Funding Program conditions and any notified NSW Government policies and guidelines;

### ensure You obtain all required licences and approvals to conduct the Activity;

### not subcontract or vary the Activity without Our prior approval; and

### if applicable, complete the Activity by the Activity End Date.

# Funding and payment

## You must:

### use the Funding only for the Activity and during the Activity Period; and

### make any required Contribution toward the costs of the Activity within any agreed timeframe.

## Provided You comply with this Agreement, We will pay the Funding to You in accordance with its terms.

# Taxes, duties and charges

## It is Your responsibility to pay all taxes, duties and government charges imposed in connection with this Agreement.

## If GST is payable on any supply You make under this Agreement and You are registered for GST, then, on receipt of a correctly rendered tax invoice (or in conjunction with the issue of a recipient created tax invoice (RCTI) if applicable and agreed), We will pay You an amount equal to the GST payable, in addition to and at the same time that the consideration for the supply is provided under this Agreement.

## If the Activity Schedule specifies that RCTIs will issue in respect of the Funding, You agree that:

### We will issue You with an RCTI; and

### You will not issue a tax invoice,

in respect of any taxable supply that You make under this Agreement.

## You must immediately notify Us if Your GST registration changes.

## If, for any reason, We pay You an amount which is more than the GST imposed on a particular supply by You to Us, You must immediately repay Us the excess or We may set off the excess against any other amounts due to You.

# Withholding and repayment

## We may, by notice, withhold payment of any Funding if We reasonably believe that You have not complied or are unlikely to comply with this Agreement, or that Your actions will damage Our reputation or that of the Funding Program.

## In addition to repayment of unspent Funding on termination, We may require You to repay any Funding within no less than twenty (20) business days of notice from Us to do so if:

### You have incorrectly claimed the Funding or We have overpaid You;

### You have not spent the Funding in accordance with this Agreement; or

### the Funding is unspent at the end of the Activity Period.

## If You do not make any required repayment of Funding by the due date, We may recover the amount as a debt due to Us without the need for further proof.

# Acknowledgement

## If required in the Activity Schedule, You must acknowledge the Funding in any public statements about the Activity or the Funding, using the form of acknowledgement (if any) stated in the Activity Schedule.

## You may only use Our logo or the NSW Government logo with Our prior approval and in accordance with the NSW Government Brand Framework, as notified from time to time.

## If requested, You must use Your best efforts to ensure We have the opportunity to participate in media coverage or other promotion of the Activity.

## You must promptly remove Our acknowledgement and logo from any material relating to the Activity if We reasonably request it.

# Reports

## You must comply with any requirements stated in the Activity Schedule for Reports including acquittals.

## If We do not accept a Report as satisfactory, You must submit a revised Report within ten (10) business days of Our request.

# Records and audit

## You must keep complete and accurate records of the Activity and expenditure of the Funding and any Contribution (including invoices and receipts) for the Activity Period plus six (6) months thereafter and make them available to Us on request.

## We may audit expenditure of the Funding, and You must cooperate in any audits including by permitting reasonable access to, and copying of, Your records and providing reasonable assistance to the auditor. Any such audit will be at Our expense.

# Intellectual Property

## **IP** means all industrial and intellectual property rights, whether created now or in the future, whether recognised in Australia or overseas, whether or not they are registered or capable of being registered and includes (without limitation), the rights in patents, knowhow, copyright, designs, semi-conductor or circuit layout rights, trade marks, trade secrets, plant breeder’s rights, business or company names or other proprietary rights.

## You grant (and will ensure any relevant third party IP owners grant) to Us and the Crown in right of the State of New South Wales a permanent, non-exclusive, irrevocable, royalty-free licence (including the right to sub-license) to the IP in the material You provide to Us under this Agreement, or is provided to Us on Your behalf under this Agreement, including to use, reproduce, communicate, publish, adapt and modify, for non-commercial, government purposes.

## You must obtain, and, if requested, provide to Us in conjunction with the required Final Report, signed moral rights consents from all creators of the material You provide to Us or is provided to Us on Your behalf, to the use and adaptation of that material by the Agency and the Crown in right of the State of New South Wales without restriction or any requirement to attribute authorship to the creators.

## You warrant that the use of the material provided by You to Us or provided to Us on Your behalf in accordance with this Agreement or in accordance with the licence granted in clause 9.2 will not infringe any third party’s IP rights.

# Confidentiality and privacy

## Neither of us may disclose the other’s confidential information without prior written consent unless the disclosure is:

### required or authorised by law, Parliament, Our responsible Minister or this Agreement;

### required to perform this Agreement;

### required by Us for a governmental purpose including research and analysis, monitoring, evaluation and reporting; or

### to the recipient party’s professional advisers for the purpose of advice, or to its insurer for the purpose of claim management.

## Each of us will ensure that any third party to which either of us discloses confidential information under a permitted disclosure is made aware of the confidential nature of the information.

## You must deal with personal information consistently with the information protection principles under the *Privacy and Personal Information Protection Act 1988* and must not cause Us to breach that Act.

## You must immediately notify Us if You become aware of a breach of privacy.

# Adverse events

You must promptly notify Us of anything likely to have an adverse impact on the Activity (for example, a delay) and, in consultation with Us, take available steps to lessen that impact.

# Insurance

You must maintain adequate insurance for the Activity Period and provide certificates of currency on request.

# Disputes

Except in the case of urgent, interlocutory proceedings, neither of us must begin legal proceedings in relation to a dispute without first trying for no less than ten (10) business days to negotiate a resolution.

# Termination for cause

## We may terminate this Agreement by notice if We are reasonably satisfied that You have:

### breached this Agreement and We consider that the breach cannot be remedied or You have not remedied the breach within ten (10) business days of receipt of a notice from Us to do so;

### acted in a way that will cause damage to Our reputation or to the reputation of the Funding Program; or

### provided false or misleading information in Your Funding application.

# On termination

Unless otherwise agreed, You must, within ten (10) business days of termination, repay any unspent Funding and provide any Reports, or other agreed material then due or that We reasonably request.

# General

## This Agreement does not make You Our employee, agent or partner.

## This Agreement may only be varied in writing, signed by both of us.

## You must not sub-contract or transfer this Agreement to another party without Our prior consent.

## A notice under this Agreement:

### must be in writing and delivered to the other party at its address or email address as specified in the Activity Schedule or as that party otherwise directs.

### is taken to be delivered:

#### if by hand or by registered post, on delivery to the address for service and a signature received as evidence of delivery;

#### if by post (other than registered post), on the sixth (6th) business day after posting; and

#### if by email, on receipt by the sender of confirmation of delivery (by confirmation of delivery notification from an email server or a written acknowledgement from the recipient)

provided that, if delivery or receipt is on a non-business day or is later than 5pm (Sydney, NSW time) it will be taken to be delivered at 9am on the next business day.

## This Agreement may be executed in any number of counterpart copies which taken together will form one agreement.

## Clauses 5 (Withholding and repayment), 6 (Acknowledgement), 7 (Reports), 8 (Records and audit), 9 (Intellectual Property), 10 (Confidentiality and privacy), 13 (Disputes), 15 (On termination), this clause 16.6 and any other clause or provision of this Agreement that of its nature survives expiry or termination shall survive the expiry or termination of this Agreement.

## This Agreement is governed by the laws of NSW and the parties submit to the jurisdiction of the courts of that State.

## Electronic Signature and Exchange Permitted

### In relation to the electronic exchange of documents:

#### Parties may exchange executed counterparts of this Agreement, or any other document required to be executed under this Agreement, by delivery from one Party to the other Party by emailing a pdf (portable document format) copy of the executed counterpart to that other Party as an attachment to an email or by transmitting the executed counterpart electronically via a secure digital platform such as DocuSign (“Electronic Delivery”); and

#### Electronic Delivery of an executed counterpart will constitute effective delivery of the executed counterpart as if the original had been received, from the date and time that the email was sent, provided that the sending Party does not receive a delivery failure message within a period of 24 hours of the email being sent.

(b) Electronic signatures complying with a law applicable in New South Wales will be deemed original signatures for the purposes of this Agreement and any such digital, scanned or electronically applied signature is to be treated in all respects as having the same effect as an original signature

## If an act is done under this Agreement on a non-business day, or is done later than 5pm (Sydney, NSW time), it will be taken to have been done at 9am on the next business day.