

VICTORIAN COMMON FUNDING AGREEMENT

Schedule

Parties

The State of Victoria as represented by the Department of Education and Training
(ABN 52 705 101 522)

and

«Recipient_Organisation_name»

(«ABN_or_ACN» «Recipient_ABN»)

Date: / /

Details

1. Department (clause 1.1)	The State of Victoria as represented by the Department of Education and Training (ABN 52 705 101 522)
2. Organisation (clause 1.1)	«Recipient_Organisation_name» («ABN_or_ACN» «Recipient_ABN»)
3. Start Date (clause 1.1)	«CFA_execution_date»
4. End Date (clause 1.1)	«Project_end_date»
5. Dispute Resolution Officer (clause 1.1)	Jessica Trinder, Director Strategy and Statewide Programs, Victorian School Building Authority
6. Organisation's Primary Contact (clause 1.1)	«Organisations_primary_contact»
7. Organisation's address	«Address»
8. Organisation's phone number	«Phone_number»
9. Organisation's email address	«Email»
10. Organisation's facsimile	n/a
11. Department's Primary Contact (clause 1.1)	Jessica Trinder, Director Strategy and Statewide Programs, Victorian School Building Authority
12. Department's address	Level 2, 33 St Andrew's Place, East Melbourne 3002
13. Department's phone number	9651 3399
14. Department's email address	childrens.capital.program@edumail.vic.gov.au
15. Department's facsimile	n/a

Schedule

Re: «Project_title»

Schedule no: «Application_ID1»

Item 1: Activity details

(read with 'Terms and conditions' clause on *Funding*)

What the Funding is for

«Project_description»

Why the Department is Funding this Activity

The Children's Facilities Capital Program supports the provision of high quality early years programs for children and their families by:

- increasing infrastructure capacity to deliver kindergarten programs for children in the year before school
- promoting integrated service delivery at one location where families can access early childhood education and care, health and development and family services
- improving access to local and responsive early childhood services for children from vulnerable and/or disadvantaged families
- establishing early childhood infrastructure on or near school sites.

Activity start date and end date

The Activity described in this Schedule starts on «CFA_execution_date» and ends on «Project_end_date».

The people/groups who are intended to benefit most from this Activity are:

Children and families who currently attend, or will attend programs and services provided in the future at the facility.

The broader community of «LGA».

This Activity is intended to benefit people or groups living in the following places:

«LGA».

Item 2: Funding

(read with 'Terms and conditions' clause on *Funding*)

- The funding for the Activity comes from the Children's Facilities Capital Program.
- The total funding for the Activity is \$«Funds_from_CFCP». This amount is excluding GST.
- The Funding will be paid as outlined in the Activity Deliverables and Payments Table and within thirty (30) Business Days of the Organisation providing accepted evidence that demonstrates that the Organisation has completed agreed actions.

Adjustments to the amount of Funding

- The Organisation shall advise the Department if the Activity is completed for less than the original total project budget. In such an event the Funding shall be reduced on a pro rata basis and such reduction in the Funding shall be deducted from the final grant payment or may be otherwise recovered from the Organisation.

Tax Invoice

- If GST is payable and the Organisation has not entered into a recipient created tax invoice agreement (RCTI agreement) with the Department or received an invoice containing an embedded RCTI agreement from the Department, the Organisation must issue Tax Invoices to the Department prior to receiving Funds.

Repayment of Funding

- If the Organisation fails to fulfil, or is in breach of any of its obligations under this Agreement, and does not rectify the omission or breach within 10 Business Days of receiving a notice in writing from the Department to do so, the Department will be entitled to terminate this Agreement and may recover from the Organisation any part of the Funding which:
 - has not been legally committed for expenditure by the Organisation in accordance with this Agreement and payable by the Organisation as a current liability (written evidence of which will be required) by the date the notice of termination is given; or
 - has not, in the Department's reasonable opinion, been expended by the Organisation in accordance with the terms and conditions of this Agreement.
- If the Organisation does not repay the Department the amount referred to in the clause above within 30 Business Days of receipt of the notice of termination, it must also pay the Department interest on the outstanding amount. The amount set out in the notice, and interest owed under this clause will, without prejudice to any other rights available to the Department under this Agreement or at law or in equity, be recoverable by the Department as a debt due to the Department by the Organisation without further proof of the debt by the Department being necessary.
For the purpose of 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 *Tax Administration Act 1953* (Cth), on a daily compounding basis..

If the organisation is acting as an auspice for another organisation

Auspice

- The Organisation is auspicing this grant for «Auspice_for». The Organisation agrees that it is responsible for making sure that the terms and conditions of this agreement are complied with by the Organisation and by «Auspice_for».
- If the Organisation is auspicing this grant for a third party, the Organisation agrees that it is responsible for making sure that the terms and conditions of this Agreement are complied with by the Organisation and by the third party the Organisation is auspicing this grant for.

Item 3: Activity deliverables and payments

(read with 'Terms and conditions' clause on *Funding*)

For Integrated Children's Centres and New Early Learning Facilities

Activity Deliverables and Payments Table			
Deliverable or milestone	Demonstrating the deliverable is complete	Evidence due date	Payment amount (excluding GST)
Sign the Funding Agreement	Funding Agreement signed by both parties.	«CFA_execution_date»	\$Nil
Construction – sub-structure complete	Signed construction contract. Copy of the Building Permit. For construction drawings (plans). Photographs showing substructure completed. Construction program.	«Substructure_due_date»	\$«Substructure_amount» (50%)
Construction – super structure complete	Photographs showing building progress. Construction program illustrating current progress. Site meeting minutes. Payment schedule / certificate.	«Superstructure_due_date»	\$«Superstructure_amount» (45%)
Acquittal	Occupancy permit Certificate of practical completion License of the new facility Certified project expenditure list Completion photographs As-built drawings (plans) Project acquittal form submitted and accepted by the Department.	«Acquittal_due_date»	\$«Acquittal_amount» (5%)

For Early Learning Facility Upgrades

Activity Deliverables and Payments Table			
Deliverable or milestone	Demonstrating the deliverable is complete	Evidence due date	Payment amount (excluding GST)
Sign the Funding Agreement	Funding Agreement signed by both parties.	«CFA_execution_date»	\$Nil
Construction – sub-structure complete	Signed construction contract. Copy of the Building Permit. For construction drawings (plans) / scope of works. Progress photographs. Construction program.	«Substructure_due_date»	\$«Substructure_amount» (50%)
Construction – super structure complete	Progress photographs. Construction program illustrating current progress. Site meeting minutes.	«Superstructure_due_date»	\$«Superstructure_amount» (45%)
Acquittal	Occupancy permit, if applicable. Certificate of practical completion, final completion certificate, confirmation of works completion, or similar. License for the new facility. Certified project expenditure list. Completion photographs. As-built drawings (plans) / constructed scope of works. Project acquittal form submitted and accepted by the Department.	«Acquittal_due_date»	\$«Acquittal_amount» (5%)

Inclusion of application

- The Organisation's application and any additional information that is requested by the Department prior to this Schedule being executed is part of this Agreement. The Activity delivered must be consistent with those documents. If there is a conflict or inconsistency between the Organisation's application and the Organisation's Agreement then the Agreement has precedence, to the extent of the conflict or inconsistency.

Evidence due dates

- The evidence due dates in the Activity Deliverables and Payments Table are indicative only, and the Organisation only need approval from the Department to extend the Activity start and end dates in Item 1.

Completion requirements

- The Organisation must complete the Activity as agreed, meeting all actions and providing evidence as required in the Activity Deliverables and Payments Table.
- If any Funding remains unexpended at the completion of the Activity then the Organisation must immediately repay that amount to the Department.

Variations

- The Organisation from time to time may give written notice to the Department proposing a variation to the Activity, the Start Date, the End Date, or any Activity deliverable or budget specified in the Schedule, but not to the amount of Funding. If the Department, in its sole discretion, gives written notice agreeing to the proposed variation, the Schedule will be deemed to be varied accordingly.

Item 4: Budget

(read with 'Terms and conditions' clause on *Funding*)

- The budget forecast for the Activity is outlined in the Budget Forecast Table.
- In the event that the Contribution or any other Contribution is withdrawn or is not paid or supplied when due, the Organisation must immediately notify the Department.
- In the event that the Contribution or any other Contribution is withdrawn or is not paid or supplied when due, the Organisation acknowledges:
 - that the Department shall not be liable to pay any amount in excess of the Funds to cover any resulting funding shortfall; and
 - that the Department shall be entitled to elect to revoke its grant of the Funds or, if any part of the Funds has already been paid to the Organisation, to cease any further payment of Funds to the Organisation.

Budget Forecast Table	
Activity Income	\$ (excluding GST)
Funds from the Department	\$«Funds_from_CFCP»
Funds from your Organisation	\$«Funds_from_Organisation»
Funds from other contributors or partners	\$«Other_funds»
Total Activity Income	\$«Total_funds»

Item 5: Reporting requirements

(read with 'Terms and conditions' clauses on *Reporting* and *Assets*)

Progress reports

- Progress reports must be completed using the appropriate Department template. This report must be signed by an authorised delegate from the Organisation.

Final or yearly report

- The final or yearly report must be submitted by the date written in the Activity Deliverables and Payments Table
- The final or yearly report must be completed using the Department's template. It includes a financial acquittal report. This report must be signed by an authorised delegate from the Organisation.

Additional reporting

- The Organisation must provide additional information that the Department requests in relation to the evaluation of the program(s) through which this Funding is provided. The Department must make only reasonable requests and should give notice of at least twenty (20) Business Days.

Item 6: Activity specific requirements

- Acknowledgement and Publicity (to be read with clause 4.17)
 1. The Organisation will acknowledge any financial and other support from the Victorian Government according to the *Acknowledgement and Publicity Guidelines* as amended from time to time, which can be found on the Department's website at <http://www.education.vic.gov.au/childhood/providers/funding/Pages/capitalprogresources.aspx>
 2. The Department reserves the right to publicise and report on awarding the Funding to the Organisation.
- The Organisation must notify the Department of any circumstances or the occurrence of any event that adversely affect the ability of the Organisation to fulfil its obligations under this Agreement immediately upon the organisation becoming aware of the circumstances or event.
- If either party is unable to perform its obligations due to an event that is beyond its reasonable control, the obligation will be suspended while the event continues.
- Funding of an Activity does not constitute a permit from the Department or from Local Government Authorities. The Organisation is responsible for obtaining all necessary permits required in relation to the Activity including but not limited to the following:
 - Any planning permits that are required
 - Any building permits that are required
 - Any heritage approvals that are required.
- The Organisation must ensure that the property is utilised for approved purposes for a minimum of ten years after the expiry of this Agreement. The approved purposes for this property are as described under Activity Details in Item 1. The Organisation must gain any consents, approvals or permits that are required to use the property for this approved purpose.

Item 7: Attachments

- Attachment 1 – Bank Account Details for Grant Payments

Attachment 1: Bank Account Details for Grant Payments

ABN	«Recipient_ABN»
Account Name	«Account_Name»
Bank Name	«Bank_Name»
BSB	«BSB»
Account	«Account_number»
Address for remittance advice	«Email_address_for_payment_advice»