

Boating Safety and Facilities Program 2017-2018 - Short Form

Details

TfV: Head, Transport for Victoria (TfV)
Primary contact: <Name>
Address: < TfV Address>
Phone: < TfV Phone Number>
Email: < TfV Email>

Recipient: <Recipient Name>
Primary contact: <Name>
Address: <Recipient Address>
Phone: <Recipient Phone Number>
Email: < Recipient Email>

Project Name: <Service/Project Name>
Funding Program: Boating Safety and Facilities Program 2017-2018

This funding agreement (**this Agreement**) is a legally binding contract between the Recipient and TfV.

By signing and returning this Agreement to TfV, You will accept the offer of funding in this Agreement and agree to the terms and conditions set out within.

This Agreement will commence from the date it is last signed and will end once You have completed the Project and all other Deliverables/Milestones specified in this Agreement to the reasonable satisfaction of TfV.

In this Agreement:

- > Details, Parts A, B, Execution and any attachments form the Agreement between You and TfV, and constitute the entire agreement between the parties and supersede prior representations, contracts, statements and understandings in relation to its subject matter.
- > **We, Us and Our** means TfV specified in the Details and includes Our officers, delegates, employees, other contractors, agents and successors.
- > **You and Your** or the Recipient means the **Recipient** specified in the Details, and includes Your officers, employees, agents, volunteers, subcontractors and successors.
- > Project means any tasks, services, project or other purposes for which the Grant is provided as described in the Details and clause 3 of Part A.
- > Grant means money TfV provided or arranged for the Department of Economic Development, Jobs, Transport and Resources, to provide to the Recipient under this Agreement.
- > **Business Day** means a day other than a Saturday, Sunday or public holiday appointed under the *Public Holidays Act 1993 (Vic)*.

Part A: Terms and Conditions

1. Start Date and Completion Date

The Project must start by < > (the **Start Date**) and be completed by < > (the **Completion Date**).

2. Amount of Grant : \$<funded amount> (excluding GST).

3. This Grant is provided to:

[Insert Project as described in Application/Eligibility requirements statement OR Short description of Project– free text]

You agree to perform each and every Deliverable/Milestone contained in the *Project Deliverables and Payments Table* by the Due Date set out in that table to Our reasonable satisfaction.

Project Deliverables and Payments Table					
(Note: GST AMOUNT and TOTAL PAYMENT columns are optionally completed)					
Deliverable or milestone	Demonstrating the deliverable is complete	Due date	Payment amount (excluding GST)	GST amount	Total payment amount (including GST)
<Deliverable 1, including reference to any specified reporting requirements>	<Insert indicator OR n/a>	<DD/MM/YYYY>	\$<Payment amount>	\$<GST>	\$<Total amount>
<Deliverable 1, including reference to any specified reporting requirements>	<Insert indicator OR n/a>	<DD/MM/YYYY>	\$<Payment amount>	\$<GST>	\$<Total amount>

4. To meet Your Reporting Requirements

You must complete and send to Us any Report that is specified in the *Project Deliverables and Payments Table* at clause 3.

5. You must:

- a. **keep accurate records, including all receipts and tax invoices, in relation to the Project and for everything You purchase with the Grant** in accordance with the requirements set out in Part B, if any; and
- b. **provide access to, and copies of, the records** at any time to Us or a third party authorised by Us.

6. You must:

- a. use the Grant only for the Project in accordance with this Agreement or as otherwise agreed in writing by Us;
- b. comply with all applicable laws and TfV or Department of Economic Development, Jobs Transport and Resources policies in connection with the Grant, the Project or this Agreement;
- c. follow Our reasonable directions in connection with the Grant, the Project or this Agreement;
- d. comply with the Category Specific Terms and Conditions; and

- e. effect and keep current at all times the following insurance policies:
 - i. public risk insurance for personal injury to or death arising by accident to any person and for any injury, loss or damage to any real or personal property for an amount of not less than \$10 million; and
 - ii. any other insurances specified in the Category Specific Terms and Conditions.

7. You must let Us know in writing within 5 Business Days from when You become aware if:

- a. You no longer meet the eligibility requirements for the Grant, if any;
- b. there is an actual or perceived conflict of interest that may impact on Your ability to deliver the Project;
- c. You will not complete the Project; or
- d. You will not spend the total amount of the Grant.

8. You need Our written consent to:

- a. use any of the Grant for anything other than the Project or in any way that is not in accordance with this Agreement;
- b. change the Deliverables/Milestones, Start Date or Completion Date of the Project; or
- c. change the reporting requirements, if there are any.

9. You agree to repay all or part of the Grant, in accordance with any written request from Us to do so, if:

- a. Any amount of the Grant is not expended or legally committed for expenditure by the Completion date; or
- b. You do not use the Grant in accordance with this Agreement.

10. You will acknowledge any Grant support provided by the Victorian Government:

- a. as specified in any applicable TfV or Department of Economic Development, Jobs, Transport and Resources policy;
- b. in accordance with the requirements set out in clause 11; and
- c. as described in Part B.

11. In acknowledging the Grant support provided by the Victorian government, You must:

- a. keep confidential all details of the Grant to You until a formal statement has been made by Us announcing the successful applicants for the Grant for the year in which the Grant has been awarded to You;
- b. contact and liaise with Us prior to any media launch, media release or media statement involving the Project and participate in any joint media launch, media release or media statement involving the Project if such joint activity is requested by Us;
- c. provide the Minister for Ports (or the Minister's representative) with the opportunity to participate in the launch of any activities or items funded with the Grant;
- d. be sensitive to Our profile and the profile of the Minister for Ports in all communications and dealings with the media and the public; and
- e. acknowledge Our financial support in Your annual report, and in all other publications, promotional and advertising materials and public announcements relating to the Project.

12. You will submit an invoice to Us that complies with tax legislation (including *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) for each Deliverable/Milestone that is linked to a payment in the table at clause 3.
13. TfV may in its absolute discretion extend the Start Date or the Completion Date.
14. Clauses 5, 9, 10 and 11 and any clauses identified in Part B will continue to apply after the end of this Agreement.

Part B: Additional Conditions

15. These Category Specific Terms and Conditions apply to this Agreement.

[Category Specific Terms and Conditions that are not relevant will be deleted. There are no Category Specific Terms and Conditions for the Search and Rescue (SAR) education and training funding category]

Category Specific Terms and Conditions-

Boating Infrastructure and Master Planning for Significant Boating Projects

- a) The Project Site must be, and must remain, under the control of a council, a government department or a statutory authority, or the control of a committee of management appointed by the appropriate statutory body.
- b) The Facility must be available to the general public at all reasonable times.
- c) Costs associated with the ongoing maintenance of the Facility are to be borne by the Recipient. The Recipient must ensure that the Facility is safe for public access.
- d) The Project must be carried out under the supervision of a qualified engineer or qualified architect and shall be in accordance with plans and specifications signed by the engineer or architect.
- e) The Recipient must obtain the relevant permits and approvals from the appropriate authorities.
- f) If the Project is valued at over \$150,000, TfV may require the Recipient to hold a public tender process for the procurement of goods and services relating to the Project.
- g) If the Project is valued at over \$250,000, the Recipient must install a community billboard (to be provided by TfV). The billboard will detail the description of the Project and the contribution made towards the Project by TfV. This will be at no cost to the Recipient.
- h) The Recipient must remove the billboard either at the completion of the relevant boating season or at the request of TfV.
- i) The Recipient must update all boating information signs at the Project Site on completion of the Project.
- j) If the Project is valued over \$150,000, the Recipient must effect and maintain an insurance policy insuring any works undertaken for the Project and the Facility against any loss or damage.

Search and Rescue (SAR) Vessels and Equipment Category Specific Terms and Conditions

- a) Upon request by TfV, the Recipient must provide TfV with a security interest in the vessel or equipment purchased in favour of TfV, or nominee, to the extent of the Grant Amount. The security interest will be in the form required by TfV and the Recipient must do all things necessary to enable the registration on any applicable register required by TfV and/or to secure priority of the security.

- b) Any vessels or equipment purchased with the Grant Amount must be:
- adequately maintained and operated by the Recipient
 - available for general community marine SAR activities and not for sole use by any club or organisation
 - available, if requested, to Victoria Police for temporary use
 - fully insured against all reasonable cause of loss; uninsured equipment may not be considered for a grant replacement if lost due to theft, fire, etc.
- c) Vessels must be built and operated in accordance with all applicable State and Federal laws.
- d) Equipment must be purchased for use for undertaking marine rescue activities. This includes equipment such as radios and pagers and equipment required to bring SAR vessels up to the required standard.
- e) The Recipient must purchase the approved vessel or equipment and forward a copy of the paid invoice/s prior to the Completion Date.
- f) If the Recipient is awarded \$150,000 and over for vessels, TfV may require the Recipient to hold a public tender process for the procurement of the vessel.
- g) The Recipient must not sell, transfer or dispose of a vessel purchased with the Grant Amount within 10 years after the date of issue of the Safe Construction Certificate, without the prior written consent of TfV (which may be withheld in TfV's sole discretion or be subject to such terms and conditions as TfV considers appropriate).
- h) The Recipient must not place any security interest over any vessel purchased with the Grant Amount without the prior written consent of TfV (which may be withheld in TfV's sole discretion or be subject to such terms and conditions as TfV considers appropriate).
- i) If the Recipient is awarded \$150,000 and over for vessels, the Recipient must effect and maintain an insurance policy insuring the vessel against any loss or damage.

Aids to Navigation Category Specific Terms and Conditions

- a) The Recipient must comply with all applicable State and Federal laws and standards set by the Director, Transport Safety for the installation and maintenance of any funded aids to navigation.
- b) The Recipient must update all boating information signs at the site on completion of the Project.

16. Attachments

- [Insert text: There are no Attachments OR list Attachment number and name/s, eg. Attachment 1 – Report Template

Execution

SIGNED for and on behalf of the HEAD, TRANSPORT FOR VICTORIA on behalf of the Crown in right of the State of Victoria, by its authorised delegate:

Name and position of authorised delegate <Name>
<Position>
Sign here: Date:

Witness

Name of Witness <Name>
Sign here: Date:

SIGNED for and on behalf of <Recipient Name> <ABN or ACN> <number>, by the following authorised delegates of <Recipient Name>.

Complete this section including your name and position details

Name and position of authorised representative <Name>
<Position>
Sign here: Date:

Name and position of second authorised representative <Name>
<Position>
Sign here: Date: