



Foundation for National Parks & Wildlife

Conservation Grants Program Grant Agreement

Foundation for National Parks & Wildlife

Foundation

ORGANISATION NAME HERE

Organisation

Foundation for National Parks & Wildlife
GPO Box 2666
Sydney NSW 2001

www.fnpw.org.au

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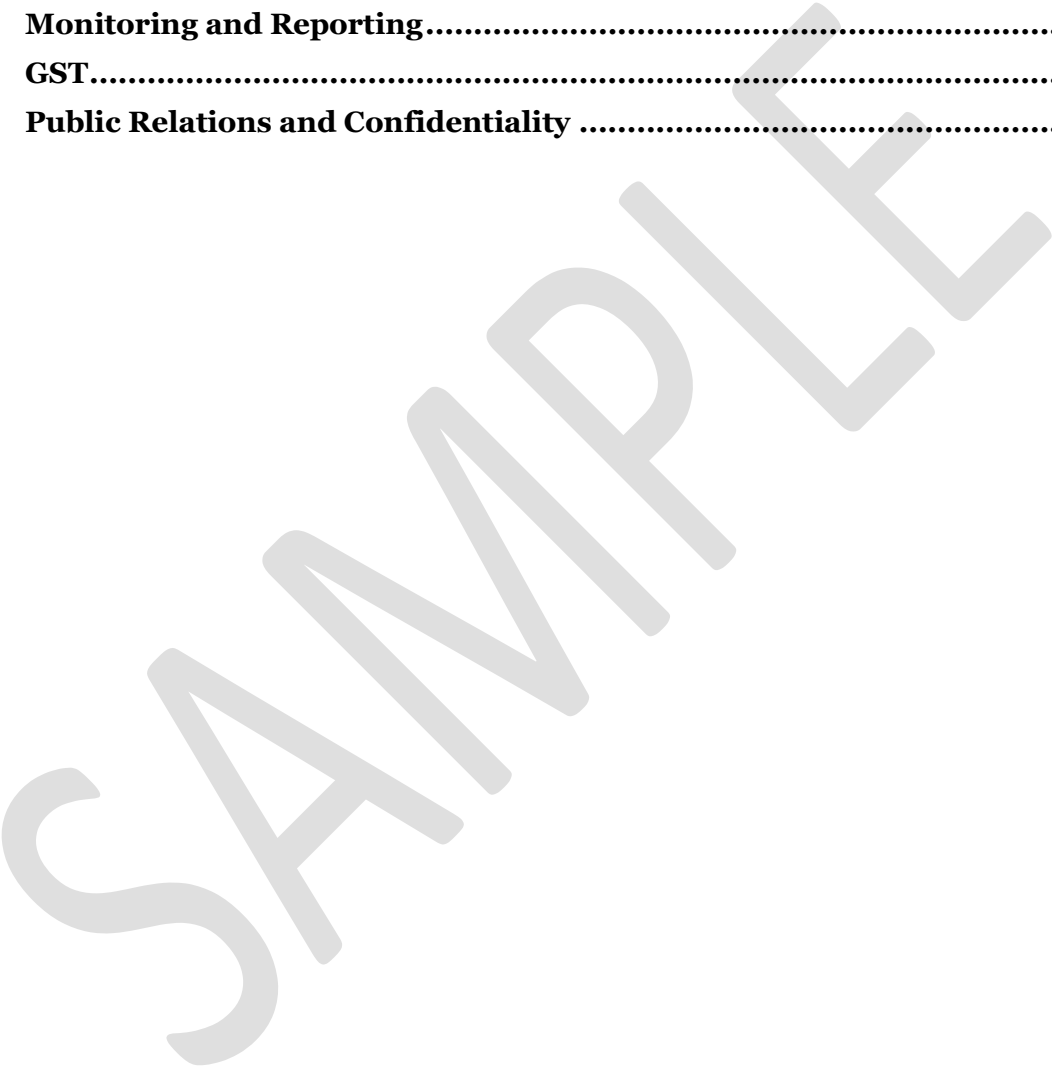
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Grant Agreement dated: XXXXXXXX

Parties **Foundation for National Parks & Wildlife ABN 90 107 744 771**
of GPO Box 2666, Sydney, NSW 2001 (**Foundation**)

ORGANISATION NAME HERE ABN XXXXXXXXXXXX of
XXXXXXXXXXXXXXXXXXXXX (the Organisation)

Background

The Organisation has applied to the Foundation for a financial grant which is to be used for the purposes of the **Project (PROJECT NAME)** and the Foundation is pleased to make the **Grant** available to the **Organisation**.

Operative provisions

1. The Foundation has resolved to make a Grant to the Organisation as set out below.
2. In keeping with the aims and objectives of the Foundation, the Grant will be used for the purposes of the Project described below and further detailed in the Organisation's application form and supporting documentation.
3. The Terms contained in Annexure 1 to this Grant Agreement apply to this Grant Agreement as if expressly set out in it.
4. The Milestones contained in section 6.7 of Annexure 1 to this Grant Agreement apply to this Grant Agreement as if expressly set out in it.
5. Details of the Grant:

(a)	Amount of Grant	\$XXXXXXX
(b)	Date(s) of payment	Payment 1: on completion of milestone 1 (50%) Payment 2: on completion of milestone 2 (25%) Final payment: on completion of milestone 3 (25%)
(c)	Account for payment Account Name BSB Account Number Bank Name Sort Code (if applicable)	
(d)	Project	xx.xx PROJECT NAME HERE

Signed as an agreement.

Executed by Foundation for National Parks & Wildlife in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of authorised signatory

Signature of witness

Full name of authorised signatory

Full name of witness

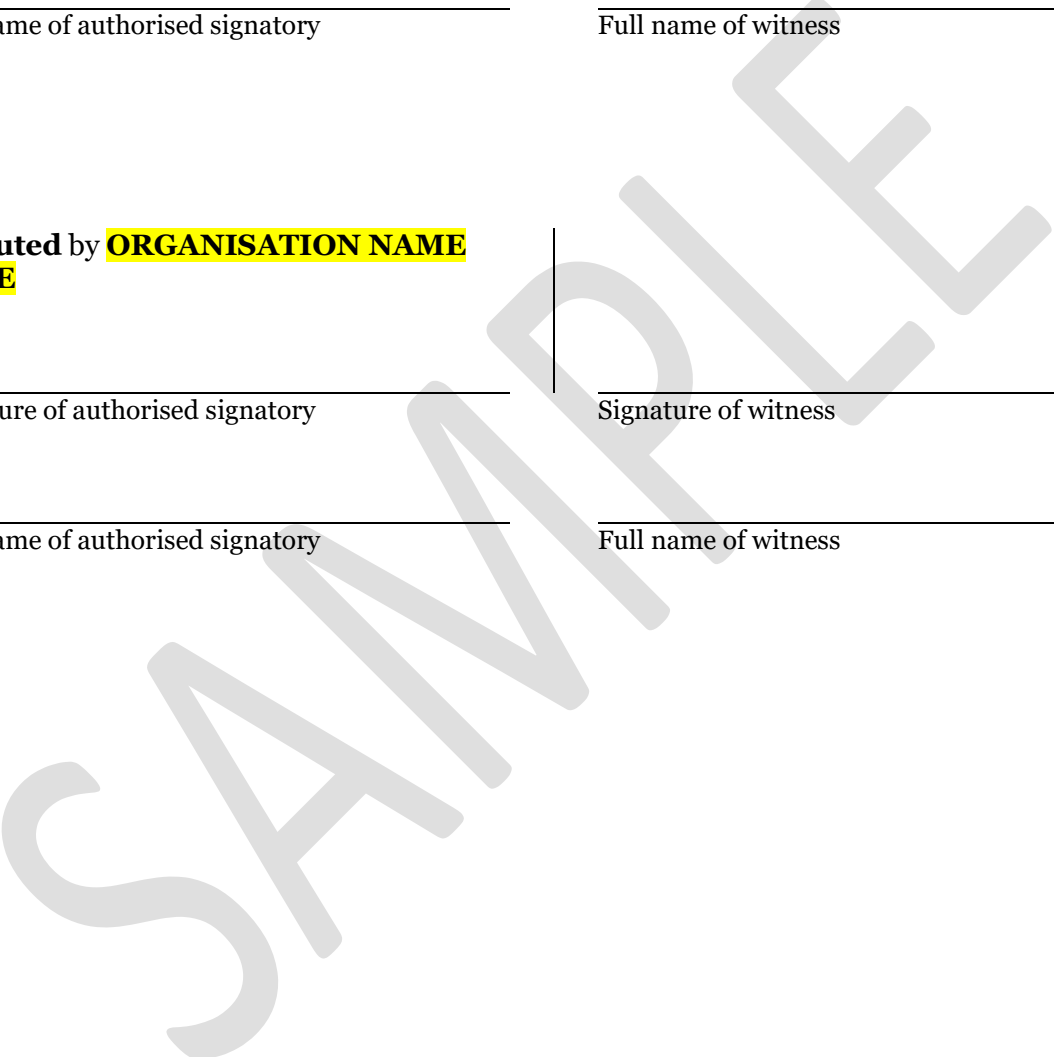
Executed by ORGANISATION NAME HERE

Signature of authorised signatory

Signature of witness

Full name of authorised signatory

Full name of witness



FOUNDATION FOR NATIONAL PARKS & WILDLIFE

Grant Agreement

Annexure 1

Standard Terms

1. Interpretation

1.1 In these Terms, unless the context otherwise requires:

Foundation means the Foundation for National Parks & Wildlife;

Grant means the financial grant to be provided by the Foundation referred to in the Grant Agreement;

Grant Agreement means the agreement annexed to this document signed by or on behalf of the Foundation and the Organisation;

Organisation means the party to the Grant Agreement;

Project means the project or projects, as described in the Grant Agreement and further detailed in the Organisation's application form and supporting documentation (as may be varied by the Grant Agreement);

Terms means these terms of grant.

1.2 The headings in these Terms are for convenience only and do not affect the construction of the Grant Agreement.

2. The Grant

2.1 Subject to clause 5.1, the Grant is made to the Organisation and it is understood that the Organisation has determined that the Grant will be used for the Project.

2.2 The Organisation acknowledges that the Grant is being made to the Organisation on the condition that it is used to fund the Project.

2.3 The parties acknowledge that:

- (a) no part of the Grant may be used to make any payment for the benefit of any of the Organisation's trustees or members of its governing body, or any person connected with its trustees or members of its governing body; and
- (b) the Foundation is under no obligation to increase the Grant if there is an overspend on the Project, as set out in the documentation provided to the Foundation by the Organisation in support of its application for the Grant, or as may otherwise be agreed by the Foundation.
- (c) any unspent funds on completion of the project are to be returned to the Foundation on completion of the project.

2.4 The Foundation has no liability to the Organisation (including, but not limited to losses, liabilities, costs (including legal costs), charges (including bank charges), expenses (including taxation), actions, proceedings, claims and demands, fines and damages, and/or interest payments) in the event of any failure to make any Grant payment, or to make any Grant payment in any amount and/or on any date agreed.

3. Project(s)

- 3.1 If the Project does not start, or if it becomes apparent that the Project will not start, within 2 months of the date of the Grant Agreement, the Organisation will send to the Foundation a letter explaining the reasons for the delay as soon as practicable and the proposed revised timetable. The revised start date of the Project will be, for example, when new staff are due to be appointed, or an order for equipment or building work is due to be placed.
- 3.2 If there is to be any change to the Project or to the delivery, implementation or ownership of the Project as described in the Grant Agreement and in the Organisation's application form and supporting documentation (as may be varied by the Grant Agreement), the Organisation will promptly provide details of the particular change to the Foundation for approval.

4. Financial Provisions

- 4.1 The Grant, or any instalment of it, is payable at the sole discretion of the Foundation. Without in any way limiting the Foundation's discretion, the Foundation may determine not to pay the Grant if (amongst other things):
- (a) the Foundation does not have funds available for such purpose;
 - (b) the Foundation is not entitled and authorised to make payments for that purpose; and
 - (c) if the Foundation, at its sole discretion, considers it necessary to investigate any matters relating to the Grant (or any other grants made by the Foundation to the Organisation).
- 4.2 If the Foundation determines that the Grant is payable by instalments, it is proposed that each such instalment be paid in the amounts and at the times stated in the Grant Agreement (if any) or in amount(s) and/or at time(s) as the Foundation determines in its absolute discretion.
- 4.3 Prior to the final payment of the Grant which will be a reimbursement of the project costs, the Foundation requests that:
- (a) The project be undertaken by the Organisation; and
 - (b) A project report provided to the Foundation.
- 4.4 Payment of the Grant, or any instalment of it, will be made only:
- (a) by bank transfer; and
 - (b) into a bank account in the name of the Organisation which requires at least two authorised signatories for every withdrawal, and details of the account must be given to the Foundation in writing not less than 7 days before any such payment is due to be made.

5. Conditions of Grant

- 5.1 To assist the Foundation with its work, it is a condition of the Foundation making the Grant that the Organisation:
- (a) provides the Foundation with contact details of the primary person at the Organisation who will be administering the use of the Grant and let the Foundation know if that person changes;
 - (b) provides a receipt issued in favour of the Foundation; and
 - (c) writes to the Foundation in due course and lets the Foundation know the impact the Grant has had on the work the Organisation does, so that the Foundation can communicate this to the supporters of the Foundation.
- 5.2 Prior to receiving the Grant, the Organisation must promptly notify the Foundation of any proposed intention to carry out any of the following:
- (a) to change its constitution as regards: its charitable status; its purposes; its entitlement to make payments to its members and/or members of its governing body; provisions for distribution of its assets (whether on a dissolution or not) or the admission of members (where it has a membership);
 - (b) to cease to operate, dissolve or become insolvent, or be put into administration or receivership or liquidation, or make an arrangement with its creditors;
 - (c) to sell, transfer or otherwise dispose of all or substantially all of its assets or the conduct of its activities or make any substantial change to the general nature of its activities; or
 - (d) to merge or amalgamate with any other body, including a company or other entity established by the Organisation.

6. Monitoring and Reporting

- 6.1 The Foundation may ask the Organisation to keep proper and up-to-date accounts and records, including invoices, which show how the Grant has been used.
- 6.2 The Foundation may ask the Organisation to provide to the Foundation a copy of its signed and audited (where available) annual accounts within 10 months (or any lesser period as the Foundation may reasonably request) after the end of each financial year which is concurrent, in whole or in part, with the period of the Grant Agreement.
- 6.3 If the project extends over one year, the Organisation will provide the Foundation with an annual progress report in relation to the Project, using a template provided by the Foundation.
- 6.4 The Foundation may request from the Organisation any further information (including financial projections) in connection with any Project or about the Organisation or its activities. This information may be used by the Foundation to monitor and evaluate the Project and its grant program.
- 6.5 The Organisation will provide the Foundation with a final report in relation to the Project, using the template provided by the Foundation, one year from the date of this agreement.

6.6 If in the reasonable opinion of the Foundation it is desirable to do so, the Foundation may ask for any other additional information and/or documentation.

6.7 In addition to the Project activities outlined in the Project application the following milestones are required for the Grant:

Project milestones	Payment
Milestone 1: signing of contract	50% of funds
Milestone 2: Minimum of 1 media story in local media or on Organisations digital media channels promoting your project and acknowledging the Foundation.	25% of funds
Milestone 3: Submission of final report to the Foundation	25% of funds

7. GST

7.1 In this clause 7, words and phrases used have the meaning given to them in the *A New Tax System (Goods and Services Tax) Act 1999*.

7.2 Any amount payable or consideration to be provided under the Grant Agreement for a supply is exclusive of GST (if any), and the Organisation is not entitled to any additional amount on account of GST.

7.3 If GST is payable by the Organisation on a supply that it makes under or in connection with the Grant Agreement, then the Organisation must issue a tax invoice to the Foundation for that supply no later than the day on which any consideration is first provided for the supply.

8. Public Relations and Confidentiality

8.1 The Foundation requests that the Organisation acknowledge the support of the Foundation and the Grant on its website, in its annual report and accounts in relation to any period referable to the payment and/or use of the Grant.

8.2 The Foundation requests that the Organisation acknowledge the support of the Foundation and include the Foundation's logo in any materials which refer to any Project and in written or spoken presentations about the Project.

8.3 The Foundation licences its logo to the Organisation (for no fee) for the purposes of clause 8.2 only. The logo is valuable intellectual property and therefore the Organisation must obey all reasonable directions given to it by the Foundation from time to time which relate to the use of the logo.

8.4 In referring to the Project in its public and private appeals, the Foundation may use the name and logos of the Organisation and any reports or images supplied by the Organisation for the Project (unless specifically required not to by the Organisation on the grounds of confidentiality). Inclusion of information about the Organisation or Project does not imply funding beyond that specified within the Grant Agreement.

8.5 In referring to the Project in its publicity material (including digital or printed media, annual reports and accounts), the Foundation may use the name and logos of the Organisation and any reports or images supplied by the Organisation for the Project (unless specifically required not to by the Organisation on the grounds of confidentiality).

SAMPLE