



Funding Agreement (Short Form)

Sector Capability Grant Program FY25/26

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:	ABORIGINAL HOUSING OFFICE (AHO)
	ABN:	52 430 134 196
	Address:	Level 16, 4 Parramatta Square, 12 Darcy Street Parramatta 2150
	Tel:	0400 004 107
	Email:	kelly.chatfield@aho.nsw.gov.au
	Contact:	Kelly Chatfield

Recipient (You, Your)	Name:	<insert>
	ABN:	<insert>
	Legal entity status:	<input type="checkbox"/> Company <input type="checkbox"/> Incorporated Association <input type="checkbox"/> Unincorporated Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other:
	Trustee of a trust:	The Recipient is not entering into this Agreement as a trustee of a trust.
	Business Name:	<insert>
	Address:	<insert>
	Tel:	<insert>
	Email:	<insert>
	Contact:	<insert>

Activity

Funding Program: Sector Capability Grant Program FY25/26

Activity: Strong Family, Strong Communities (SFSC) is the AHO's 10-year strategy to improve the well-being of NSW Aboriginal families and communities through housing.

This strategy is more fully set out in the following link:

<https://www.aho.nsw.gov.au/strong-family-strong-communities>

The activities to be funded through the Capability Grants FY25 under Strong Family, Strong Communities Phase Two are within Pillar 3 and the following focus areas:

- Access to hardware, software
- Consultancy to support registration and/or continued compliance
- Consultancy to support funding applications
- Tenant engagement.
- Legal advice and/or support
- Operational Resources
- Recruitment
- Professional development
- Organisational infrastructure development
- Build or strengthening business enablers
- Financial modelling
- Tenancy management systems and processes
- Sustainable housing outcomes

The activities agreed in this Agreement are noted in the Activity Plan.

Activity Objectives: Support Aboriginal Community Housing Providers (ACHP) business growth and self-sustainability to achieve or maintain National Regulatory System for Community Housing (NRSCH) or NSW Local Scheme (NSWLS) registration to ensure they meet the requirements to provide housing services.

Activity Period: Start Date: Date of execution of this Agreement being the date of the last party to sign

End Date: 30 June 2026

Activity Plan:

Agreed Items
\$XX Approved Capability Grant Activities
•
•
•

Funding and payment

Funding The total amount of the Funding is \$<insert>

Payment Subject to this Agreement, the Funding will be paid in accordance with the below Payment Plan.

Within seven (7) days of receipt of the signed Funding Agreement. Once signed agreement has been returned, the Sector Development team will begin progressing the Capability Grant for payment.

Payment will be made by direct transfer to Your nominated account:

Account Name:

Account Number:

BSB Number:

Bank Name:

Contribution Not applicable.

Reports

Report	Due Date	Form/Content
Progress report	Every quarter	A written report on the Agreed Items in the Activity Plan by an authorised officer.
Final report	Within one month after the End Date.	A signed statement by an authorised officer verifying that the Funding has been spent in accordance with this Agreement, plus any receipts for expenditure of the Funding. Note that the Final Report also includes a financial acquittal component.

Funding Acknowledgement

ACHP will acknowledge the Funding by the AHO in any publication, advertising or promotional materials.

Additional Conditions

AC1: You must undertake the Activity in accordance with Your application for the Funding.

AC2: You must undertake the Activity in accordance with Our reasonable directions.

Additional Conditions

AC3: Indemnities

(a) The Recipient must indemnify and keep indemnified the Agency and its officers, employees, and agents from and against any claim, loss or damage arising in connection with this Agreement.

(b) The Recipient's obligation to indemnify the Agency under this Clause will be reduced proportionately to the extent that any negligent or unlawful act or omission by the Agency, its officers, employees or agents contributed to the relevant loss or damage.

Execution

Executed as a Deed:

Signed, sealed and delivered for and on behalf of the Aboriginal Housing Office by its duly authorised officer, <insert authorised officer name and position>, but not so as to incur personal liability.

Signature

In the presence of:

Name of witness

Signature of witness

Date:

Signed, sealed and delivered by

in accordance with its Constitution and if applicable, any requirements for execution contained in the statutes that established the Recipient.

By:

Name:

Signature

Position

And by:

Name:

Position

Signature

Date:

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Short Form Funding Agreement General Terms

1. Agreement scope

- 1.1 This Agreement is made up of:
- (a) the Activity Schedule;
 - (b) these General Terms;
 - (c) any document referenced in the Activity Schedule.
- 1.2 Any inconsistency between the above will be resolved in the above order of precedence.

2. Activity

- 2.1 You must undertake the Activity in accordance with this Agreement including:
- (a) 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;
 - (b) comply with applicable laws, Funding Program conditions and any notified NSW Government policies and guidelines;
 - (c) ensure You obtain all required licences and approvals to conduct the Activity;
 - (d) not subcontract or vary the Activity without Our prior approval; and
 - (e) if applicable, complete the Activity by the End Date.

3. Funding and payment

- 3.1 You must:
- (a) use the Funding only for the Activity and during the Activity Period; and
 - (b) make any required Contribution toward the costs of the Activity within any agreed timeframe.
- 3.2 Provided You comply with this Agreement, We will pay the Funding to You in accordance with its terms.

4. Taxes, duties and charges

- 4.1 It is Your responsibility to pay all taxes, duties and government charges imposed in connection with this Agreement, including any goods and services tax that may be applicable.
- 4.2 For clarity, the Funding herein is the full amount payable to you without any addition for goods and service tax, whether that applies or not.

5. Withholding and repayment

- 5.1 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.
- 5.2 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:

- (a) You have incorrectly claimed the Funding or We have overpaid You;
- (b) You have not spent the Funding in accordance with this Agreement; or
- (c) the Funding is unspent at the end of the Activity Period.

- 5.3 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.

6. Acknowledgment

- 6.1 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.
- 6.2 You may only use Our logo or the NSW Government logo with Our prior approval and in accordance with the NSW Government's Brand Guidelines, as notified from time to time.
- 6.3 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.
- 6.4 You must promptly remove Our acknowledgement and logo from any material relating to the Activity if We reasonably request it.

7. Reports

- 7.1 You must comply with any requirements stated in the Activity Schedule for Reports including acquittals.
- 7.2 If We do not accept a Report as satisfactory, You must submit a revised Report within ten (10) business days of Our request.

8. Records and audit

- 8.1 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.
- 8.2 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.

9. Intellectual Property

- 9.1 You grant to Us a permanent, non-exclusive, irrevocable, royalty-free, licence (including the right to sub-licence) to use, reproduce, communicate, publish, adapt and modify, for non-commercial, government purposes, all material You provide to Us under this Agreement.

10. Confidentiality and privacy

- 10.1 Neither of us may disclose the other's confidential information without prior written consent unless the disclosure is:
- (a) required or authorised by law, Parliament, Our responsible Minister or this Agreement;
 - (b) required to perform this Agreement;
 - (c) required by Us for a governmental purpose including research and analysis, monitoring, evaluation and reporting; or
 - (d) to the recipient party's professional advisers for the purpose of advice, or to its insurer for the purpose of claim management.
- 10.2 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.
- 10.3 You must immediately notify Us if You become aware of a breach of privacy.

11. 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.

12. Insurance

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

13. 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.

14. Termination for cause

- 14.1 We may terminate this Agreement by notice if We are reasonably satisfied that You have:
- (a) 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;
 - (b) acted in a way that will cause damage to Our reputation or to the reputation of the Funding Program; or
 - (c) provided false or misleading information in Your Funding application.

15. 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.

16. General

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

- 16.2 This Agreement may only be varied in writing, signed by both of us.
- 16.3 You must not sub-contract or transfer this Agreement to another party without Our prior consent.
- 16.4 A notice under this Agreement:
- (a) 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.
 - (b) is taken to be delivered:
 - (i) if by hand or by registered post, on delivery to the address for service and a signature received as evidence of delivery;
 - (ii) if by post (other than registered post), on the sixth (6th) business day after posting; and
 - (iii) 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.
- 16.5 This Agreement may be executed in any number of counterpart copies which taken together will form one agreement.
- 16.6 Clauses 5 (Withholding and repayment), 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 of this Agreement that of its nature survives expiry or termination shall survive the expiry or termination of this Agreement.
- 16.7 This Agreement is governed by the laws of NSW and the parties submit to the jurisdiction of the courts of that State.
- 16.8 Electronic Signature and Exchange Permitted
- (a) In relation to the electronic exchange of documents:
 - (i) 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
 - (ii) 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

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