



Department of Agriculture

Draft Funding Deed number [insert]

Commonwealth of Australia (**Commonwealth**)

[insert. Note that the description of the 'Grantee' should be the description on the A.B.N register and should be used consistently throughout this Deed] (**Grantee**)

Details

Date

_____/_____/_____
day month year

Parties

Name The Commonwealth of Australia as represented by the Department of Agriculture

Short form name **Commonwealth**

Australian Business Number (A.B.N) 24 113 085 695

Address:

Contact Officer:

Email:

Telephone Number:

Name [insert name of Grantee]

Short form name **Grantee**

Australian Business Number (A.B.N) [insert Grantee ABN]

Address:

Contact Officer:

Email:

Telephone Number:

Background

- (a) The Funds are to provide one of twelve regional Rural Financial Counselling Services across Australia under the Rural Financial Counselling Service Programme.
- (b) Provision of these services is on a not-for-profit basis.
- (c) The programme seeks to help Eligible Clients, through the provision of Rural Financial Counselling Services, understand their financial position and the viability of their enterprise, and to develop and implement plans to improve their financial self-sufficiency.
- (d) The Commonwealth is required by law to ensure accountability for the Funds and accordingly the Grantee is required to be accountable for all Funds received.
- (e) The Commonwealth has agreed to provide the Funds to the Grantee for the purposes of the Project, subject to the terms and conditions of this Deed.
- (f) The Grantee accepts the Funds for the purposes of the Project, and subject to the terms and conditions of this Deed.

Funding Deed

Contents

Details	2
Parties	2
Background	2
Funding Deed	3
Agreed terms	5
Part 1 – Project and Funds	5
1 Definitions and interpretation	5
2 Priority of documents	9
3 Project	9
4 Contributions	10
5 Funds	10
6 GST	11
7 Use of Funds	12
8 Repayment	13
9 Monitoring progress	13
Part 2 – General requirements	14
10 Subcontractors and Personnel	14
11 Assets	14
12 Commonwealth Material	16
13 Intellectual Property Rights	16
14 Moral Rights	17
15 Indemnity	17
16 Insurance	17
17 Publicity	18
18 Confidentiality and privacy	18
19 Protection of personal information	19
20 Conflict of interest	20
21 Books and records	20
22 Audit and access	21
23 Dispute resolution	22
24 Termination	22
25 Survival	24
26 Notices and other communications	24
27 WHS Law requirements	25
28 Miscellaneous	25

Schedule 1 – Deed Details	27
Schedule	27
S1. Table information	27
S2. Project Summary and Objectives	27
S3. Project Requirements	27
S4. Milestones, Activities and Key Performance Indicators	31
S5. Payment Schedule	33
S6. Budget and Other Contributions	34
S7. Assets	35
S8. Confidential Information	35
S9. Reports	36
Signing page	38
Executed as a Deed.	38

Agreed terms

Part 1 – Project and Funds

1 Definitions and interpretation

1.1 Defined terms

In this Deed, except where the contrary intention is expressed, the following definitions are used:

Table 1 Defined terms

Activity	means specific deliverables that form part of the Project.
Agreed Terms	clauses 1 to 28 of this Deed, which set out terms and conditions agreed by the parties.
Asset	any item of tangible property purchased, leased, created or otherwise brought into existence either wholly or in part with use of the Funds, but does not include Project Material.
Australian Privacy Principle or APP	means the principles set out in the <i>Privacy Act 1988</i> (Cwlth), as amended from time to time.
Bank Account	means an account in the Grantee's name, and which the Grantee solely controls, with an authorised deposit-taking institution authorised under the <i>Banking Act 1959</i> (Cwlth) to carry on banking business in Australia.
Budget	the budget (if any) set out in Item 6 of Schedule, as varied from time to time in accordance with this Deed, that complies with any additional requirements specified in Item 6 of the Schedule
Business Day	a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the act is to be performed or where the Notice is received.
Commencement Date	the date on which this Deed commences, as specified in the Information Table at Item 1.1 of the Schedule.
Commonwealth Material	any Material provided to the Grantee by the Commonwealth.
Confidential Information	information that is by its nature confidential and: (a) is designated by a party as confidential and is described in Item 8 of the Schedule; or (b) a party knows or ought to know is confidential, but does not include: (c) information that is or becomes public knowledge otherwise than by breach of this Deed or any other confidentiality obligation.
Conflict of Interest	means any conflict of interest, any risk of a conflict of interest and any apparent conflict of interest arising through the Grantee (or the Grantee's Personnel) engaging in any activity or obtaining any interest that is likely to conflict with or restrict the Grantee in performing the Project fairly and independently.
Deed	this deed between the Commonwealth and the Grantee, as varied from time to time and includes its schedules and any attachments.

Electronic Communication	has the same meaning as in the <i>Electronic Transactions Act 1999</i> (Cwlth).
Eligible Client	<p>means an individual:</p> <ul style="list-style-type: none"> (a) who is a recipient of the Farm Household Allowance; or (b) who has an interest in a Primary Production Enterprise; and (c) who contributes a significant part of his or her labour and capital to the enterprise; and (d) who, in the opinion of a Rural Financial Counsellor is, or is at imminent risk of, experiencing financial hardship. <p>It does not mean an individual:</p> <ul style="list-style-type: none"> (a) who supplies goods and services to a Primary Production Enterprise; or (a) who transports or hauls goods from a Primary Production Enterprise. <p>Note: Examples of goods supplied are machinery, general farming supplies, seed, seedlings and chemicals. Examples of services supplied are computer services and selling of livestock and farms. Examples of transport/haulage are livestock and grain transport and log haulage.</p>
Farm Household Allowance	means the 'farm household allowance' as defined in the <i>Farm Household Support Act 2014</i>
Funds or Funding	the amounts payable by the Commonwealth under this Deed as specified in Item 1.3 of the Schedule and any interest earned on those amounts. An amount earned by way of interest does not have to be matched by Other Contributions.
GST Law	has the meaning given to 'GST Law' in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cwlth).
Industry Products	<p>Means products produced by any of the following industries:</p> <ul style="list-style-type: none"> (a) the agricultural industry; (b) the horticultural industry; (c) the pastoral industry; (d) the apicultural industry; (e) the aquacultural industry; (f) the wild-catch fishing industry; (g) the forest growing and tree harvesting industries; <p>Note: Examples of industry products are crops, fruit, vegetables, livestock, wool, honey, fish and logs.</p>
Intellectual Property Rights	<p>all intellectual property rights, including:</p> <ul style="list-style-type: none"> (a) copyright, patents, trademarks (including goodwill in those marks), designs, trade secrets, know how, rights in circuit layouts, domain names and any right to have confidential information kept confidential; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, <p>whether or not such rights are registered or capable of being registered.</p>

Key Performance Indicators or KPIs	means the indicators set out in Item 4 of Schedule.
Material	includes property, information, software, firmware, documented methodology or process, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.
Milestone	as set out in Item 4 of the Schedule.
Moral Rights	the right of integrity of authorship, the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the <i>Copyright Act 1968</i> (Cwlth).
Notice	a notice, demand, consent, approval or communication issued under this Deed.
Objectives	means the Project Objectives specified in Item 2 of the Schedule.
Other Contributions	the financial or in-kind contributions (if any) specified in Item 6 of the Schedule or notified from time to time under clause (f) and includes contributions made by the Grantee.
Personal Information	has the same meaning as in the <i>Privacy Act 1988</i> (Cwlth) as amended from time to time.
Personnel	in relation to a party, any employee, officer, agent, or professional adviser of that party, and in the case of the Grantee, of any subcontractor.
Pre-existing Material	Material owned by a party before execution of this Deed.
Primary Production Enterprise	means an enterprise that: (a) has a significant commercial purpose or character; and (b) either: (i) is carried on within any of the agricultural, horticultural, pastoral, apicultural, aquacultural, wild-catch fishing, forest growing, tree harvesting industries; or (ii) is a Small Related Enterprise.
Project	the Project set out in the Schedule.
Project Material	any Material created on or following the Commencement Date, for the purpose of or as a result of performing its obligations under this Deed and includes any modifications.
Reports	the reports to be provided under clause 9.1 and specified in Item 9 of the Schedule.
Rural Financial Counsellor	means an employee of the Grantee, authorised by the Grantee to provide Rural Financial Counselling Services
Rural Financial Counselling Portal	means the web application provided by the Commonwealth for use by Rural Financial Counsellors to enter client data for counselling purposes and to assist monitoring and evaluation of Rural Financial Counselling Services
Rural Financial Counselling Service	1. means a service to assist and support an Eligible Client to do the following: (a) understand his or her financial position and the viability of his or her enterprise; (b) identify options to improve that financial position;

	<p>(c) develop a plan to implement the options chosen by the eligible client, and implement that plan.</p> <p>2. Without limiting subsection (1), a Rural Financial Counselling Service also includes the following:</p> <p>(a) assisting Eligible Clients to deal (whether through meetings or otherwise) with lending institutions in relation to:</p> <p>(i) applications and contracts with those institutions; and</p> <p>(ii) processes relating to farm debt mediation;</p> <p>(b) providing information on, referring Eligible Clients to, and assisting Eligible Clients to access, programs provided by government or industry;</p> <p>(c) assisting Eligible Clients to identify the need for advice from, and to prepare for meetings with, professional service providers;</p> <p>(d) providing information to assist Eligible Clients to make decisions relating to their enterprises.</p>
Senior Official	means an employee of the Commonwealth holding a position in the Senior Executive Service.
Small Related Enterprise	<p>means an enterprise that:</p> <p>(a) is solely or primarily involved in supporting the production of Industry Products; and</p> <p>(b) employs no more than 10 full-time equivalent employees; and</p> <p>Note: For example, small related enterprises may erect fencing on farms, or provide persons to harvest crops, shear sheep, control weeds or other pests, or manage stock.</p> <p>(c) is involved in supporting the production of Industry Products up to and including the time those products are harvested.</p>
Specified Acts	<p>means:</p> <p>(a) falsely attributing the authorship of any Project Material, or any content in the Project Material (including literary, dramatic, artistic works and cinematograph films within the meaning of the <i>Copyright Act 1968</i> (Cwlth));</p> <p>(b) materially altering the style, format, colours, content or layout of the Project Material and dealing in any way with the altered Project Material;</p> <p>(c) reproducing, communicating, adapting, publishing or exhibiting any Project Material; and</p> <p>(d) adding any additional content or information to the Project Material.</p>
Term	the period from the Commencement Date and specified in Item 1.2 of the Schedule.
Third Party Material	Material owned by a third party that is included, embodied in or attached to the Deed Material or used in undertaking the Project.
WHS	means work health and safety.
WHS Law	the <i>Work Health and Safety Act 2011</i> (Cwlth) and any legislative instruments executed under that Act.

1.2 Interpretation

In this Deed, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;

- (b) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (c) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (d) a reference to time is to Canberra, Australia time;
- (e) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (g) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (h) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it; and
- (i) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Completion of Schedules

To the extent that the parties have not completed items in a Schedule, unless otherwise stated in the Schedule, those items will be taken to be 'not applicable' for the purpose of this Deed.

2 Priority of documents

If there is inconsistency between any of the documents forming part of this Deed, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- (a) Agreed Terms;
- (b) Schedules;
- (c) any attachments to the Schedules; and
- (d) documents incorporated by reference in this Deed.

3 Project

3.1 Undertaking the Project

- (a) The Grantee must undertake the Project during the Term in accordance with this Deed diligently, effectively, to a high professional standard and in accordance with:
 - i) all applicable laws; and
 - ii) any guidelines, principles or Commonwealth policies and specific requirements notified by the Commonwealth.
- (b) The Grantee must meet the due dates for the Milestones, as specified in Item 4 of the Schedule.

3.2 Acknowledgement of support

The Grantee must, in all publications, promotional and advertising materials, public announcements, events and activities in relation to the Project, or any products, processes or inventions developed as a result of it, acknowledge the financial and other support received from the Commonwealth, in the manner approved by the Commonwealth prior to its use.

3.3 Warranties

The Grantee represents and warrants that:

- (a) it has the right to enter into this Deed;
- (b) it has and will continue to have the necessary resources, including financial resources, to perform the Project and will use those resources to perform the Project;
- (c) it and its subcontractors and Personnel have the necessary experience, skill, knowledge, expertise and competence to undertake the Project and (where appropriate) will hold such licences, permits or registrations as are required under any State, Territory or Commonwealth legislation to undertake the Project, and are fit and proper people.

4 Contributions

4.1 Grantee Contributions

The Grantee must provide the Grantee's Other Contributions to the Project.

4.2 Other Contributions

- (a) The Grantee must obtain the Other Contributions (if applicable) set out in the Schedule and must notify the Commonwealth immediately if it does not obtain all or part of the Other Contributions.
- (b) If the Grantee fails to obtain the Other Contributions, the Commonwealth may:
- (c) reduce the Funding by an amount equal to the proportion that the Other Contributions bear to the total Funding; or
- (d) suspend all or part payment of the Funding until the Other Contributions are received; or
- (e) terminate this Deed.
- (f) The Grantee must notify the Commonwealth within **14 days** of entering into any arrangement (whether contractual or statutory) under which it is entitled to receive any contributions to the Project which are not specified in Item 6 of the Schedule.

5 Funds

5.1 Payment

Subject to sufficient funds being available for the Programme and compliance by the Grantee with this Deed, the Commonwealth will pay the Funds to the Grantee at the times and in the manner specified in Item 5 of the Schedule.

5.2 Suspension and reduction

- (a) Without limiting any other right or remedy of the Commonwealth, the Commonwealth may suspend or reduce payment of the whole or a part of the Funds until the Grantee has performed its obligations under this Deed, including but not limited to delivering Reports and achieving Milestones.
- (b) The Commonwealth may suspend or reduce payment of the whole or a part of the Funds until the Grantee has reduced the surplus of Funds it holds from previous payments of Funds under this Deed.
- (c) Despite any suspension or reduction, the Grantee must continue to perform its obligations under this Deed.

5.3 Grantee to provide invoice

The Grantee must provide a correctly rendered tax invoice to the Commonwealth for the Funds which sets out:

- (a) the total amount of the Funding instalment to which the invoice relates;
- (b) the Project number;
- (c) the Commonwealth contact officer's name; and
- (d) such other information as the Commonwealth requires.

5.4 Due date for payment

Unless otherwise agreed, the Commonwealth must make payment of a correctly rendered invoice within 30 days after receiving the invoice.

5.5 Incorrect invoices, under/over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Grantee, as the case may be.

5.6 Taxes

The Grantee must pay all:

- (a) stamp duty (including penalties and interest) assessed or payable in respect of this Deed and the Project; and
- (b) subject to clause 6, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Deed.

5.7 Generation of additional funds

The Grantee must not provide the Rural Financial Counselling Service for a fee of any type or by way of barter.

5.8 Budget

- (a) The Grantee must submit an annual Budget to the Commonwealth for approval and comply with other Budget reporting in accordance with the requirements set out in item 6 of the Schedule.
- (b) The Commonwealth may approve the Budget or request that changes be made to the Budget before it is approved.
- (c) The Grantee may vary the Budget by re-allocating expenditure to items specified in the budget. Any Budget variation by the grantee which increases or decreases the amount allocated to an item of expenditure by more than 20 per cent cannot be made without the Commonwealth's prior approval.

5.9 Provision for wind up

The Grantee must make provision in its accounts and budget, to a level satisfactory to the Commonwealth, to use Funding for expenses or liabilities accrued during the Term related to the ceasing of operations that are expected to be incurred at the end of or after the term of the deed. This includes ensuring that in the event of wind-up, there is sufficient Funding for the payment of any employee entitlements accrued over the term available for the payment of employee entitlements.

6 GST

6.1 Construction

In this clause 6, words and expressions which are not defined in this Deed but which have a defined meaning in the GST Law have the same meaning as in the GST Law.

6.2 Consideration GST inclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Deed are exclusive of GST.

6.3 Payment of GST

If the Grantee makes a supply under or in connection with this Deed in respect of which GST is payable, the Commonwealth must pay to the Grantee an additional amount equal to the GST payable on the supply.

6.4 Tax invoice

- (a) Except where clause 6.4 applies:
 - i) the Grantee must deliver a tax invoice or an adjustment note to the Commonwealth before the Grantee is entitled to payment of an amount under clause 6.3; and
 - ii) the Commonwealth can withhold payment of the amount payable under clause 6.3 until the Grantee provides a tax invoice or an adjustment note as appropriate.

6.5 Reimbursements

No party may claim from the other an amount for which the first party can obtain an input tax credit.

7 Use of Funds

7.1 What Funds can be used for

The Grantee must spend the Funds only for the Project in accordance with this Deed.

7.2 When Funds cannot be used

- (a) Without limiting any other right or remedy of the Commonwealth, the Commonwealth may by notice direct the Grantee not to spend Funds if:
 - i) the Grantee has not completed a Report that was due before the date of notification;
 - ii) the Grantee has not achieved a Milestone that was due to be achieved before the date of notification; or
 - iii) the Grantee is otherwise in breach of this Deed.
- (b) The Grantee must not spend any Funds after it receives notice from the Commonwealth under clause 7.2(a) unless and until the Commonwealth notifies the Grantee otherwise.

7.3 Bank Account

The Grantee must:

- (a) ensure that Funds paid to the Grantee are held in the Bank Account;
- (b) ensure that the Bank Account is:
 - i) established solely for the purposes of accounting for, and administering, the Funds; and
 - ii) separate from the Grantee's other operational accounts;
- (c) notify the Commonwealth, prior to the receipt of any Funds, of the identifying details of the Bank Account, and where the Bank Account changes, notify the Commonwealth within 14 days of the new account details;
- (d) on notification from the Commonwealth, provide the Commonwealth and the authorised deposit-taking institution with an authority for the Commonwealth to obtain any details relating to the use of the Bank Account; and
- (e) identify the receipt and expenditure of the Funds separately within the Grantee's accounting records so that at all times the Funds are identifiable and ascertainable.

8 Repayment

8.1 During the Term

The Commonwealth is entitled to recover from the Grantee any amount of money which, at any time, in the Commonwealth's opinion, has been spent other than in accordance with this Deed.

8.2 At the end of the Term

At the end of the Term, the Commonwealth is entitled to recover from the Grantee:

- (a) any Funds which have not been spent, or legally committed for expenditure by the Grantee in accordance with this Deed and payable by the Grantee as a current liability (written evidence of which will be required); and
- (b) the amount of any Funds which, in the Commonwealth's opinion, have been spent other than in accordance with this Deed.

8.3 Repayment Notice

- (a) The Commonwealth may give the Grantee a Notice requiring the Grantee to repay to the Commonwealth (or deal with as specified by the Commonwealth) an amount which the Commonwealth is entitled to recover under clause 8.1 or 8.2. The Grantee must repay the amount specified in full within 30 days.

8.4 Interest

- (a) If the Grantee has not repaid an amount specified in the Notice under clause 8.3 within 30 days of the date of the Notice, the Commonwealth may require interest to be paid by the Grantee on that amount.
- (b) The amount of interest will be calculated:
 - i) on the daily compounding basis upon the principal amount specified in the Notice as repayable to the Commonwealth; and
 - ii) from and including the date (or dates) of the Notice, up to but excluding the day on which the Grantee repays the total amount specified in the Notice as owing to the Commonwealth, without any set off, counter-claim, condition, abatement, deduction or withholding.

8.5 Commonwealth's rights

This clause 8 does not limit any other right or remedy of the Commonwealth.

9 Monitoring progress

9.1 Reporting

The Grantee must provide the Commonwealth with Reports in accordance with Item 9 of the Schedule, or as otherwise outlined in this Deed.

9.2 Evaluation

In relation to any review or final evaluation of the Program or Project, the Grantee must ***within 14 days***:

- (a) provide all reasonable assistance to the Commonwealth;
- (b) respond to all reasonable requests from the Commonwealth; and
- (c) provide any information reasonably required by the Commonwealth.

Part 2 – General requirements

10 Subcontractors and Personnel

10.1 Subcontracting

- (a) The Grantee must not subcontract the performance of any part of the Project without the Commonwealth's prior written approval.
- (b) The Commonwealth may impose any conditions it considers appropriate when giving its approval under clause 10.1(a)
- (c) The Grantee will make available to the Commonwealth, if requested, details of all subcontractors engaged in the performance of the Project.
- (d) The Grantee acknowledges, and must inform all subcontractors that, the Commonwealth may publicly disclose the names of any subcontractors engaged in the performance of the Project.
- (e) The Grantee must:
 - i) not, in any event, enter into a subcontract under this Deed with a subcontractor named by the Workplace Gender Equality Agency as an employer currently not complying with the reporting requirements of the *Workplace Gender Equality Act 2012* (Cwlth); and
 - ii) ensure that any subcontractor approved under this Deed complies with:
 - A) Clause 16 (Insurance);
 - B) Clause 18 (Confidentiality and privacy);
 - C) Clause 19 (Protection of personal information);
 - D) Clause 20 (Conflict of interest);
 - E) Clause 27 (WHS Law Requirements); and
 - F) Clause 22 (Audit and access).
- (f) The Grantee is fully responsible for undertaking the Project even if the Grantee subcontracts any aspect of the Project and for the performance of all of the Grantee's obligations under this Deed.

11 Assets

11.1 Ownership

- (a) An Asset is owned by the Grantee, except where the Grantee has leased the Asset or otherwise acquired it through financing arrangements that delay passing of title.
- (b) The Grantee must seek the written approval of the Commonwealth prior to:
 - i) undertaking any capital works or acquiring any asset valued over \$20,000 (other than motor vehicles); or
 - ii) in the last six months of the Term, the acquisition of any asset valued over \$10,000 (including motor vehicles).
- (c) Approval may be given subject to any conditions the Commonwealth may impose.

11.2 Use and dealings

- (a) During the Term, the Grantee must use any Asset only for the purposes of the Project, or other purposes consistent with the Objectives

- (b) If the Grantee uses an Asset for a purpose inconsistent with the Objectives, the Commonwealth reserves the right to suspend the Funding or terminate this Deed.
- (c) During the Term, the Grantee must:
 - i) use any Asset in accordance with this Deed and for the purposes of the Project;
 - ii) not encumber or dispose of any Asset, or deal with or use any Asset in a manner not consistent with this Deed, without the Commonwealth's prior written approval;
 - iii) safeguard all Assets against theft, loss, damage, or unauthorised use;
 - iv) maintain all Assets in good working order;
 - v) maintain all appropriate insurances for all Assets to their full replacement value, noting the Commonwealth's interest in the Asset under this Deed, and provide satisfactory evidence of this on request from the Commonwealth;
 - vi) if required by law, maintain registration and licensing of all Assets;
 - vii) be fully responsible for, and bear all risks relating to, the use or disposal of all Assets;
 - viii) if specified in item 7 of the Schedule, maintain an Assets register in the form and containing the details as described in item 7 of the Schedule; and
 - ix) as and when requested by the Commonwealth, provide copies of the Assets register to the Commonwealth; and
 - x) if specified in Item 7 of the Schedule, provide, prior to termination or cessation of the Deed, an Assets disposal plan in the form and containing the details as described in Item 7 of the Schedule.

11.3 Repayment of Commonwealth's contribution to purchase of Asset

The Commonwealth may require the Grantee to pay to the Commonwealth a proportion of the market value of an Asset which is equivalent to the Commonwealth's contribution to the purchase of the Asset:

- (a) if the Grantee sells or otherwise disposes of the Asset during the Term (which must be with the Commonwealth's prior written consent and subject to any conditions the Commonwealth may impose);
- (b) if the Asset is lost, damaged or destroyed and proceeds of insurance are collected and the Asset is not reinstated; or
- (c) on completion of the Term or earlier termination of this Deed.

11.4 Failure to Repay

If the Grantee fails to make payment as required by clause 11.3, within 20 business days of receiving written Notice from the Commonwealth the Grantee must pay the Commonwealth the interest on the amount from the date it was due, for the period it remains unpaid and the amount and interest are recoverable by the Commonwealth as a debt due to the Commonwealth by the Grantee.

11.5 Lost or damaged Assets

If any of the Assets are lost, damaged or destroyed, the Grantee must reinstate the Assets including from the proceeds of the insurance and this clause 11 continues to apply to the reinstated Assets. Any surplus from the proceeds of the insurance must be notified to the Commonwealth and used and accounted for as Funding under this Deed.

11.6 Project completion or Termination

On completion of the Project or earlier termination of this Deed the Commonwealth may require the Grantee to deal with Assets acquired with Funding as the Commonwealth may, at the Commonwealth's sole discretion, direct in writing.

12 Commonwealth Material

The Commonwealth may provide to the Grantee Commonwealth Material and the Grantee must ensure that the Commonwealth Material is used strictly in accordance with any conditions or restrictions given by the Commonwealth.

13 Intellectual Property Rights

13.1 Pre-existing Material

- (a) This clause 13 does not affect the ownership of the Intellectual Property Rights in any Pre-existing Material.
- (b) The Grantee grants to, or will procure for, the Commonwealth a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Pre-existing Material in conjunction with the Project Material.

13.2 Third Party Material

- (a) This clause 13 does not affect the ownership of the Intellectual Property Rights in any Third Party Material.
- (b) The Grantee must obtain all necessary copyright and other Intellectual Property Rights permissions before making any Third Party Material available for the purpose of this Deed or the Project.
- (c) The Grantee grants to, or will procure for, the Commonwealth a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Third Party Material in conjunction with the Project Material.

13.3 Intellectual Property Rights in Project Material

- (a) All Intellectual Property Rights in the Project Material vest in the Grantee on creation.
- (b) The Grantee grants to the Commonwealth a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, communicate, adapt and exploit Intellectual Property Rights in the Project Material for any purpose.

13.4 Warranty

The Grantee warrants that:

- (a) the Pre-existing Material, Third Party Material and Project Material (**Warranted Materials**) and the Commonwealth's use of the Warranted Materials will not infringe the Intellectual Property Rights of any person; and
- (b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided for in this clause 13.

13.5 Data sharing

- (a) The Grantee must share any data (consistent with privacy and confidentiality obligations of confidentiality and under the *Privacy Act 1988* (Cwlth)), relating to the Services with the Commonwealth and other parties involved in rural financial counselling, as requested by the Commonwealth, so that policy development can be pursued and other relevant data can be assembled.

14 Moral Rights

The Grantee warrants that it has done all that is necessary to ensure that the Commonwealth is not exposed to any Moral Rights claims.

15 Indemnity

- (a) The Grantee will at all times indemnify, hold harmless and defend the Commonwealth, its officers and employees (referred to in this clause 15 as "those indemnified") from and against any loss or liability, including:
 - i) loss of, or damage to, property of the Commonwealth;
 - ii) claims by any person in respect of personal injury or death;
 - iii) claims by any person in respect of loss of, or damage to, any property; and
 - iv) costs and expenses including the costs of defending or settling any claim referred to in clause 15(a)ii) or clause 15(a)iii), arising out of or as a consequence of:
 - v) use or disposal of Assets;
 - vi) an infringement, or an alleged infringement, of the Intellectual Property Rights of any person, which occurred by reason of an act done by the Commonwealth in relation to any part of the Project;
 - vii) any actual, likely or threatened breach of the Grantee's, its Personnel's or subcontractor's obligations relating to Confidential Information or Personal Information; or
 - viii) without limiting the preceding paragraphs, any breach of this Deed by the Grantee, or negligence on the part of the Grantee, its Personnel or subcontractors or wrongful or unlawful act or omission on the part of the Grantee, its Personnel or subcontractors.
- (b) The Grantee's liability to indemnify those indemnified under clause 15(a) will be reduced proportionally to the extent that any negligent act or omission of those indemnified contributed to the loss.
- (c) The Grantee will at all times indemnify, hold harmless and defend the Commonwealth against any compensation, remuneration or other amount payable to a third party for the use or exploitation of the Project Material (or any of it), or exercise of any Intellectual Property Right of a third party embodied in the Project Material, by the Commonwealth (or any person authorised by the Commonwealth) in circumstances where that use, exploitation or exercise is permitted under legislation without infringing the third party's Intellectual Property Right, and against all loss, liability, cost and expense arising out of or in connection with a claim for payment of any such compensation, remuneration or other amount.

16 Insurance

16.1 Obligation to maintain insurance

In connection with the undertaking of the Project, the Grantee must have and maintain during the Term:

- (a) Workers' compensation insurance required by the relevant State or Territory legislation.
- (b) Public liability insurance for \$10,000,000 (ten million dollars) or more per claim.
- (c) Insurance for the full replacement value for any Assets purchased using the Funds;
- (d) Directors' and officer's insurance (to a level considered appropriate by the Grantee); and

- (e) Professional indemnity insurance (to a level considered appropriate by the Grantee).

17 Publicity

- (a) The Commonwealth reserves the right to publicise and report on the awarding of the Funds, and may do this by, amongst other means, including the Grantee's name, the amount of the Funds and the title and a brief description of the Project in media releases, general announcements about the Program and annual reports.
- (b) The Grantee must, before making a public announcement in connection with this Deed or any transaction contemplated by it, obtain the Commonwealth's written agreement to the announcement, except if required by law or a regulatory body (including a relevant stock exchange).
- (c) The Grantee must, before making a public announcement regarding:
 - i) the Rural Financial Counselling Service Programme (meaning an announcement of a general nature not made in relation to the Deed or any transaction contemplated by it); or
 - ii) Australian Government policy relating to rural Australia;provide the Commonwealth with advance notice of the public announcement, including where possible, draft text of the proposed announcement.

18 Confidentiality and privacy

18.1 Prohibition on disclosure

- (a) Subject to clause 18.4, the Grantee must not, without the prior written consent of the Commonwealth, disclose any Commonwealth Confidential Information to a third party.
- (b) Subject to clause 18.4, the Commonwealth must not, without the prior written consent of the Grantee, disclose any Grantee Confidential Information to a third party.

18.2 Conditions of approval

In giving written consent to use or disclose Commonwealth Confidential Information, the Commonwealth may impose such conditions as it thinks fit. The Grantee must comply with any term or condition imposed by the Commonwealth under this clause 18.2.

18.3 Advisers and third parties

The Commonwealth may at any time require the Grantee to arrange for:

- (a) its Personnel and other employees and subcontractors involved in the Project; or
 - (b) any other third party, to whom Commonwealth Confidential Information may be disclosed pursuant to clause 18.4(a) or clause 18.4(b),
- to give a written deed of undertaking relating to the use and non-disclosure of the Commonwealth's Confidential Information in the form approved by the Commonwealth.

18.4 Exceptions to obligations

The obligations on each party under clause 18.1 or 18.8 will not be taken to have been breached to the extent that Confidential Information of the other party:

- (a) is disclosed by a party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Deed;
- (b) is disclosed to a party's internal management Personnel, solely to enable effective management or auditing of activities related to this Deed;
- (c) is disclosed by a party to the responsible Minister;
- (d) is disclosed by the Commonwealth, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- (e) is shared by the Commonwealth within the Department, or with another Commonwealth agency, where this serves the Commonwealth's legitimate interests;

- (f) is disclosed by the Commonwealth to the Auditor-General, Ombudsman or Privacy Commissioner;
- (g) is required by law to be disclosed; or
- (h) is in the public domain otherwise than due to a breach of this Deed.

18.5 Obligation on disclosure

Where a party discloses Confidential Information of the other party to another person:

- (a) pursuant to clauses 18.4(a), (b) or (e), the disclosing party must:
 - i) notify the receiving person that the information is Confidential Information; and
 - ii) not provide the information unless the receiving person agrees to keep the information confidential, including in the case of Commonwealth Confidential Information, the receiving person giving the Commonwealth a legally binding undertaking to that effect in the form approved by the Commonwealth; or
- (b) pursuant to clauses 18.4(c) and (d), the disclosing party must notify the receiving party that the information is Confidential Information of the other party.

18.6 Period of confidentiality

The obligations under this clause 18 continue, notwithstanding the expiry or termination of this Deed:

- (a) in relation to an item of information described in Item 8 of Schedule, for the period set out in that Schedule in respect of that item; and
- (b) in relation to any information which the parties agree in writing after the date of this Deed is to constitute Confidential Information for the purposes of this Deed, for the period agreed by the parties in writing in respect of that information.

18.7 Return of information

At the Commonwealth's request or on the expiry or termination of this Deed, the Grantee must promptly return all of the Commonwealth's physical and written records containing Commonwealth Confidential Information, and all documentation relating to that Commonwealth Confidential Information (including copies), to the Commonwealth, or destroy as directed.

18.8 Confidential Deed Provisions

Notwithstanding any other provision of this Deed, the Commonwealth may disclose the provisions of this Deed except the confidential deed provisions in Item 8 of the Schedule.

19 Protection of personal information

19.1 Application of this clause

This clause 19 applies only where the Grantee deals with personal information when, and for the purpose of, undertaking the Project under this Deed.

19.2 Obligations

- (a) The Grantee must comply with its privacy obligations under relevant legislation and warrants that it has not acted or omitted to act so as to expose the Commonwealth to a breach of privacy claim.
- (b) The Grantee must not do an act, or engage in a practice, that would breach an Australian Privacy Principle if done or engagement in by the Commonwealth.
- (c) The Grantee must ensure that any subcontract includes a clause functionally equivalent to this clause 19.

20 Conflict of interest

20.1 Warranty

The Grantee warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Deed, no conflict of interest exists or is likely to arise in the performance of its obligations under this Deed.

20.2 Notification of a conflict of interest

If, during the Project a conflict of interest arises, or appears likely to arise, the Grantee must:

- (a) notify the Commonwealth immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) take such steps as the Commonwealth requires to resolve or otherwise deal with the conflict.

21 Books and records

21.1 Grantee to keep books and records

The Grantee must:

- (a) keep and require its subcontractors to keep adequate books and records, in accordance with Accounting Standards, in sufficient detail to enable:
 - i) all receipts and payments related to the Project to be identified and reported in accordance with this Deed; and
 - ii) the amounts payable by the Commonwealth under this Deed to be determined; and
- (b) retain and require its subcontractors to retain for a period of seven years after the expiry or termination of this Deed, all books and records relating to the Project.
- (c) ensure that any electronic records are backed up appropriately to prevent destruction or loss of those records;
- (d) if requested by the Commonwealth, assist with the handover of Eligible Client records and data to the entity taking over those Eligible Clients or taking over the provision of Rural Financial Counselling Services. This includes:
 - i) obtaining Eligible Client permission for the handover of records from one entity to another (from the Grantee to a new entity, if this permission had not already been obtained);
 - ii) advising existing Eligible Clients of new service arrangements and relevant contact details, if different, for the new service; and
 - iii) complying with any other requests from the Commonwealth in relation to the handling of Eligible Client records.

21.2 Access to documents

- (a) The Grantee must permit the Commonwealth through its Personnel to examine, inspect and take copies of any material in the possession of the Grantee which relates to the performance of this Deed and provide all necessary facilities for that purpose.
- (b) The Grantee must give full and accurate answers to any questions the Commonwealth through its Personnel may have concerning books or records relating to this Deed and provide all assistance reasonably requested by the Commonwealth in respect of any inquiry into or concerning the Project or this Deed.
- (c) For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Department), any request for information

directed to the Commonwealth, and any inquiry conducted by Parliament or any Parliamentary committee.

- (d) The Grantee must include in any subcontract relating to the performance of this Deed provisions that will enable the Grantee to comply with its obligations under this clause 21.2.

21.3 Costs

The Grantee must bear its own costs of complying with this clause 21.

21.4 Survival

This clause 21 applies for the Term and for a period of seven years from the expiry or termination of this Deed.

22 Audit and access

22.1 Grantee audit

The Commonwealth may at any time request the Grantee to provide an independent auditor's report verifying that the Funding and Other Contributions (where applicable) have been spent in accordance with this Deed.

22.2 Right to conduct audits

- (a) The Commonwealth or a representative may conduct audits relevant to the performance of the Grantee's obligations under this Deed.
- (b) The Grantee must, at reasonable times and on receiving reasonable Notice, allow the Commonwealth to access the Grantee's premises, inspect and copy documentation, books and records in the custody or under the control of the Grantee or its Personnel.
- (c) The Grantee must provide assistance in respect of any inquiry into or concerning the Project or this Deed. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Department), any request for information directed to the Commonwealth, and any inquiry conducted by Parliament or any Parliamentary committee.

22.3 Costs

Unless otherwise agreed in writing, each party must bear its own costs of any reviews and/or audits.

22.4 Auditor-General and Privacy Commissioner

Nothing in this Deed reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner. The rights of the Commonwealth under this Deed are in addition to any other power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner.

22.5 Subcontractor requirements

The Grantee must ensure that any subcontract entered into for the purpose of this Deed contains an equivalent clause granting the rights specified in this clause 22.

22.6 Survival

This clause 22 applies for the Term and for a period of seven years from the expiry or termination of this Deed.

23 Dispute resolution

23.1 Notification

A party claiming a dispute has arisen must give the other parties to the dispute Notice setting out details of the dispute.

23.2 Parties to resolve dispute

- (a) During the 14 calendar days after a Notice is given under clause 23.1 (or longer period if the parties to the dispute agree in writing), each party to the dispute must use its reasonable efforts through a meeting of the Grantee represented by the Chair of the board and the Commonwealth represented by a Senior Official of the Department of Agriculture (or their nominees) to resolve the dispute.
- (b) If the parties cannot resolve the dispute within that period, they must refer the dispute to a mediator, agreed by the parties or, failing agreement within seven calendar days, appointed by the chairperson of LEADR & IAMA, if one of them requests. The parties must attend mediation and act in good faith to genuinely attempt to resolve the dispute.

23.3 Confidentiality

Any information or documents disclosed by a party under this clause 23:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the dispute.

23.4 Costs

Each party to a dispute must pay its own costs of complying with this clause 23. The parties to the dispute must equally pay the costs of any mediator.

24 Termination

24.1 Termination and reduction for convenience

- (a) The Commonwealth may, at any time, by Notice, terminate this Deed or reduce the scope of the Project.
- (b) On receipt of a Notice of termination or reduction the Grantee must:
 - i) take all available steps to minimise loss resulting from that termination or reduction and to protect Commonwealth Material and Project Material; and
 - ii) continue to undertake any part of the Project not affected by the Notice.
- (c) If this Deed is terminated under this clause 24.1, the Commonwealth is liable only for:
 - i) subject to clause 24.4(a)i), payments under clause 5 in accordance with this Deed before the effective date of termination; and
 - ii) subject to clause 24.1(e), reasonable costs actually incurred by the Grantee and directly attributable to the termination.
- (d) If the scope of the Project is reduced, the Commonwealth's liability to pay the Funds or to provide Commonwealth Material abates in accordance with the reduction in the Project.
- (e) The Commonwealth is not liable to pay compensation under clause 24.1(c)ii) for an amount which would, in addition to any amounts paid or due, or becoming due, to the Grantee under this Deed, exceed the total Funds payable under this Deed.
- (f) The Grantee is not entitled to compensation for loss of prospective profits.

24.2 Termination for default

- (a) Without limiting any other rights or remedies the Commonwealth may have against the Grantee arising out of or in connection with this Deed, the Commonwealth may terminate this Deed effective immediately by giving notice to the Grantee if:
- i) the Grantee breaches a material provision of this Deed where that breach is not capable of remedy;
 - ii) the Grantee breaches any provision of this Deed and fails to remedy the breach within 14 days after receiving notice requiring it to do so;
 - iii) in the opinion of the Commonwealth, a conflict of interest exists which would prevent the Grantee from performing its obligations under this Deed;
 - iv) the Commonwealth is satisfied that any statement made in the Grantee's application for funding (if any) is incorrect, incomplete, false or misleading in a way which would have affected the original decision to approve the provision of the Funds; or
 - v) an event specified in clause 24.2 happens.
- (b) Without limitation, for the purposes of clause 24.2(a)i), each of the following constitutes a breach of a material provision:
- i) breach of warranty under clause 3.3 (Warranties);
 - ii) breach of clause 7.1 or 7.2 (Funds);
 - iii) a failure to comply with clause 10 (Subcontractors and Personnel);
 - iv) a failure to comply with clause 13 (Intellectual Property Rights);
 - v) a failure to comply with clause 16 (Insurance);
 - vi) a failure to comply with clause 18 (Confidentiality and privacy);
 - vii) a failure to comply with clause 19 (Protection of personal information);
 - viii) a failure to notify the Commonwealth of a conflict of interest under clause 20 (Conflict of interest); and
 - ix) breach of clause 27 (WHS Law).

24.3 After termination

On termination of this Deed the Grantee must deal with Commonwealth Material and the Commonwealth's Confidential Information in accordance with this Deed and otherwise as reasonably directed by the Commonwealth.

24.4 Commonwealth rights

- (a) Without limiting any of the Commonwealth's other rights or remedies, on termination of this Deed, the Commonwealth:
- i) is not obliged to pay to the Grantee any outstanding amount of the Funds, except to the extent that those monies have been legally committed for expenditure by the Grantee in accordance with this Deed and payable by the Grantee as a current liability (written evidence of which will be required) by the date the Grantee receives the Notice of termination; and
 - ii) is entitled to recover from the Grantee:
 - A) any Funds which have not been spent, or legally committed for expenditure by the Grantee in accordance with this Deed and payable by the Grantee as a current liability (written evidence of which will be required), by the date the Grantee receives the Notice of termination; and
 - B) the amount of any Funds which, in the Commonwealth's opinion, have been spent other than in accordance with this Deed.

- (b) The Commonwealth may give the Grantee a Notice requiring the Grantee to repay to the Commonwealth (or deal with as specified by the Commonwealth) an amount which the Commonwealth is entitled to recover under clause 24.4(a)ii).
- (c) If the Commonwealth gives a Notice under clause 24.4(b), the Grantee must repay the amount specified in the Notice in full (or deal with it as specified by the Commonwealth) within **30 days** of the date of the Notice.

24.5 Termination does not affect accrued rights

Termination of this Deed does not affect any accrued rights or remedies of a party.

25 Survival

The following clauses survive the expiry or termination of this Deed:

- (a) Clause 3.2 (Acknowledgment of support);
 - (b) Clause 6 (GST);
 - (c) Clause 8 (Repayment);
 - (d) Clause 9.1 (Reporting);
 - (e) Clause 9.2 (Evaluation);
 - (f) Clause 13 (Intellectual Property Rights);
 - (g) Clause 14 (Moral Rights);
 - (h) Clause 15 (Indemnity);
 - (i) Clause 16 (Insurance);
 - (j) Clause 18 (Confidentiality and privacy);
 - (k) Clause 19 (Protection of personal information);
 - (l) Clause 21 (Books and records);
 - (m) Clause 22 (Audit and access);
 - (n) Clause 24.4 (Commonwealth rights); and
 - (o) Clause 28.2 (Amounts due to Commonwealth),
- together with any provision of this Deed which expressly or by implication from its nature is intended to survive the expiry or termination of this Deed.

26 Notices and other communications

26.1 Service of Notices

A Notice must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post, facsimile or Electronic Communication to the Grantee's address as specified in the Details or as notified.

26.2 Effective on receipt

A Notice given in accordance with clause 26.1 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the Grantee informs the sender that it has not received the entire Notice; or
- (d) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cwlth).

27 WHS Law requirements

27.1 Compliance with WHS Law

- (a) The Grantee, in connection with the Project, must:
- i) comply with the WHS Law as amended from time to time; or
 - ii) not do or allow to be done, or omit or allow to be omitted anything which may result in the Commonwealth being in breach of the WHS Law;
 - iii) immediately notify the Commonwealth of any notifiable incidents, serious injury or illness or a dangerous incident as defined in WHS Law that occurs in connection with the Project;
 - iv) in relation to any incident notified to the Commonwealth provide to the Commonwealth an investigation report containing findings on the causes and effects of the incident and corrective and preventative actions; and
 - v) when directed by the Commonwealth, consult, cooperate and coordinate with the Commonwealth on any WHS matter, so far as is reasonably practicable.

28 Miscellaneous

28.1 No security

The Grantee must not use the Funds, any Assets or Intellectual Property Rights in Project Material as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest, or for the preparation of, or in the course of any litigation.

28.2 Amounts due to the Commonwealth

- (a) Without limiting any other of the Commonwealth's rights or remedies, any amount owned or payable to the Commonwealth (including by way of refund), or which the Commonwealth is entitled to recover from the Grantee, under this Deed will be recoverable by the Commonwealth as a debt due and payable to the Commonwealth by the Grantee.
- (b) The Commonwealth may set-off any money due for payment by the Commonwealth to the Grantee under this Deed against any money due for payment by the Grantee to the Commonwealth under this Deed.

28.3 Variation

No agreement or understanding varying or extending this Deed is legally binding upon either party unless the agreement or understanding is in writing and signed by both parties.

28.4 Assignment and novation

A party may only assign its rights or novate its rights and obligations under this Deed with the prior written consent of the other party.

28.5 Costs

Each party must pay its own costs of negotiating, preparing and executing this Deed.

28.6 Counterparts

This Deed may be executed in counterparts. All executed counterparts constitute one document.

28.7 Entire agreement

This Deed constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

28.8 Severability

A term or part of a term of this Deed that is illegal or unenforceable may be severed from this Deed and the remaining terms or parts of the terms of this Deed continue in force.

28.9 Waiver

Waiver of any provision of or right under this Deed:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

28.10 Relationship

- (a) The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- (b) This Deed does not create a relationship of employment, agency or partnership between the parties.

28.11 Governing law and jurisdiction

This Deed is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of the Australian Capital Territory.

28.12 False or misleading information

Giving false or misleading information to the Commonwealth is a serious offence.

Schedule 1 – Deed Details

Schedule

S1. Table information

Table S1 Table information

1.1 (clause 1.1)	Commencement Date:	<i>[Insert date that Deed is to commence. This is not necessarily the same as the date the Deed is signed]</i>
1.2 (clause 1.1)	Term:	<i>1 April 2016 to 31 October 2019[Insert term of Deed. The Term should be long enough to accommodate the submission of the final report, the Commonwealth's satisfaction with the final report and last payment to the Grantee]</i>
1.3 (clauses 1.1 and 5.1)	Funding:	<i>[Insert amount of funding exclusive of GST]</i>
1.4 (clauses 1.1 and 7.3)	Bank Account:	<i>[Details of funding bank account - Note that this can be provided after the Funding Deed has been signed]</i>

S2. Project Summary and Objectives

S2.1 Project Summary

This Project will see the Grantee establish and operate a Rural Financial Counselling Service (RFCS) which supports clients suffering financial hardship to understand their financial position and adopt strategies to become financially self-sufficient. The Grantee will offer Rural Financial Counselling Services to farmers, fishers, forest growers and harvesters and small related businesses (being businesses which assist in the production of agricultural products up to and including the time of harvest).

S2.2 Project Objectives

The Project objectives are:

- To help Eligible Clients, through the provision of Rural Financial Counselling Services, understand their financial position and the viability of their enterprise;
- To assist clients identify options and develop and implement plans to improve their financial self-sufficiency; and
- To deliver an effective, responsive and flexible service to clients.

S3. Project Requirements

The Grantee must comply with all obligations set out in this Item 3:

S3.1 Name of service

During the Term the Grantee must deliver a service whose name includes the words 'Rural Financial Counselling Service'.

S3.2 Services to be provided by the Grantee

- (a) The Grantee must provide Rural Financial Counselling Services to Eligible Clients in XXX region for the period 1 April 2016 to 30 June 2019 and employ at least XXX Rural Financial Counsellor full time equivalents.
- (b) The Grantee must not provide Rural Financial Counselling Services to individuals who are not Eligible Clients.
- (c) The Grantee must not charge for providing Rural Financial Counselling Services. This includes receiving in-kind payments from Eligible Clients, or charging for any expenses associated with delivery of the Rural Financial Counselling Services
- (d) The Grantee must use a case management approach in providing Rural Financial Counselling services to Eligible Clients. Grantees may choose the most appropriate tools to provide case management for Eligible Clients.
- (e) The Grantee must monitor delivery of the Rural Financial Counselling Services, including service quality and timeliness.
- (f) The Grantee must allocate resources to priority areas on a needs basis and must ensure that resources can be mobile and do not become unnecessarily institutionalised if the Rural Financial Counselling Services are no longer required or if demand in an area falls.
- (g) The Grantee must ensure that a Rural Financial Counsellor's employment contract is not inconsistent with any of the Grantee's obligations under this Deed.
- (h) The Grantee must promote the Rural Financial Counselling Service so that:
 - i) people eligible to access the service are aware of contact details and services provided by the Grantee, and
 - ii) the Rural Financial Counselling Service is known broadly in the community, particularly by providers of other social welfare services and by professional advisers.
- (i) The Grantee must obtain consent, in a manner consistent with the *Privacy Act 1988* (Cwlth), from Eligible Clients that client information may be accessed by the Grantee and that the Commonwealth owns and stores the data. De-identified or aggregated client information will be accessed by the Commonwealth for the purposes of surveys, audits, performance management processes and necessary Rural Financial Counselling Service Portal maintenance.
- (j) The Commonwealth may direct the Grantee to meet once a year in Canberra with other RFCS grantees and the Department.

S3.3 Services not to be provided by the Grantee

- (a) The Grantee must not provide advice on estate or succession planning.
- (b) The Grantee must ensure that Rural Financial Counsellors do not complete any sections of succession plans where legal, financial, accounting or taxation advice is required.
- (c) The Grantee must not provide financial advice, or advice/assistance on financial, accounting, taxation or legal aspects of an Eligible Client's enterprise.
- (d) The Grantee must not provide advice on debt agreement administration under the *Bankruptcy Act 1966* (Cwlth).
- (e) The Grantee must not provide family, social or emotional counselling.
- (f) The Grantee must not recommend particular or best options or influence Eligible Clients' decisions on using particular financial products.
- (g) The Grantee must not provide technical or agronomic advice for Eligible Clients' enterprises.

S3.4 Boards

From the Commencement of this Deed the boards of the Grantee must be structured as set out below, unless otherwise agreed with the Department in writing. The Grantee must

provide evidence in the form of the organisation's constitution, draft constitution or other organisational documents that the following conditions in this section are adhered to. If these below requirements are not satisfied from the Commencement of the Term, or at any time during the Term cease to be satisfied, the Department may terminate the Deed and seek recovery of any unspent Funds.

S3.4.1 General Conditions

- (a) The Grantee must ensure that the board has a maximum of 7 members (with the 7 members to include the chair of the board). The Grantee must ensure that the board meets at least once quarterly.
- (b) The Grantee must ensure the board maintains board members with a mix of professional skills and experience and knowledge of regional Australia.
- (c) The Grantee must ensure that employees of the Grantee are not members of the board.
- (d) The Grantee must not spend any more than \$66,000 per year (GST inclusive) of Funding on Board costs, unless otherwise agreed by the Commonwealth.
- (e) The Grantee must ensure that board members are selected on merit.

S3.4.2 Remuneration of board members

- (a) The chair and members of board must be remunerated for their directorship.
- (b) Remuneration for the chair and other board members must not exceed Remuneration Tribunal (RT) rates* for part-time officers.

*The relevant RT determination is Determination from the Commencement Date is 2015/08. Paragraph 8 sets the rate at \$512 per day for the chairperson and \$384 per day for members. Paragraph 9 sets out relevant travel rates. Schedule B sets out how to calculate part-day rates for meeting and non-meeting days. See remtribunal.gov.au/offices/part-time-offices Should the RT determination be updated during the Term, that new RT determination will apply in place of RT 2015/08.

S3.4.3 Merit selection of the board

- (a) The Grantee must submit a board transitional plan for approval by the Commonwealth at execution of the Deed. This plan must set out how the Grantee will conduct merit selection for board members over the Term.

S3.5 Qualifications and training of counsellors

- (a) The Grantee must ensure that Rural Financial Counsellors hold a Diploma of Community Services (Financial Counselling) as a minimum requirement. The Grantee should also ensure all new Rural Financial Counsellors receive on the job training and mentoring from experienced Rural Financial Counsellors.
- (b) The Grantee can only recruit Rural Financial Counsellors without these qualifications to the service on the basis that counsellors commence studying for these qualifications within six months of starting employment with the service and that they attain these qualifications within two years of their commencement with the service.
- (c) If an employee has been with the service for more than two years, and does not hold these qualifications, the Grantee must:
 - i) not allow the employee to continue to provide Rural Financial Counselling Services; and
 - ii) not use any further Funding to pay the remuneration of the individual.
- (d) Up until the point in time when a Rural Financial Counsellor obtains a Diploma of Community Services, the Grantee must ensure that appropriate performance review and management processes are in place to ensure the Rural Financial Counselling Services provided by that Employee are of an appropriate quality and standard.

S3.6 Mobility and flexibility of counsellors

S3.6.1 Flexibility in deployment of rural financial counsellors

- (a) The Commonwealth may direct, within reason, the Grantee to deploy a Rural Financial Counsellor in a particular geographical location, and upon such a request, the Grantee must exercise its best endeavours to comply with the direction.
- (b) If the Grantee is unable to comply, it must consult with the Commonwealth with a view to finding an alternative arrangement satisfactory to the Commonwealth.
- (c) The Grantee must ensure that all employees are engaged in a manner that enables the Grantee to be able to meet this requirement of the Deed.

S3.6.2 Flexibility in number of rural financial counsellors or services

The Commonwealth may direct the Grantee to change the number of Rural Financial Counsellors or Services it deploys. Such a direction shall not be made before consultations have been held with the Grantee regarding the proposed change, possible associated changes to Funding, fixed and variable cost issues and possible alternative approaches. The Grantee will use its best endeavours to comply with any such direction.

S3.7 Reviews of Eligible Clients

- (a) The Grantee must ensure that all persons are Eligible Clients prior to accepting the person for Rural Financial Counselling Services.
- (b) Grantees must review Eligible Clients at least once a year. If after three years of becoming an Eligible Client, clients are still receiving Rural Financial Counselling Services, the Grantee must require the board to review the clients' need for counselling.
- (c) As part of these reviews in (b) above, Grantees must check clients' eligibility, progression under case management and the need for further Rural Financial Counselling Services.

S3.8 Generic financial advice

- (a) If Grantees choose to provide financial advice to Eligible Clients under the licensing exemption set out in the Australian Securities and Investments Commission's Class Order CO 03/1063 such advice must be limited to generic classes or types of products rather than specific products.
For Example: A Grantee may choose to provide advice on how superannuation or insurance may assist an Eligible Client but must not provide advice on a superannuation or insurance product offered by a particular company.

S3.9 Use of Funds

- (a) The Grantee must not use Funds for the payment of performance bonuses, maternity leave, redundancy payments or other employee entitlements that are in excess to the minimum standard or amount required by law.
- (b) The Grantee must not use Funds for the payment of any employment entitlements in excess of those accrued during the time of the deed.
- (c) The Grantee must not use the Funds to increase the salaries of administrative staff or Rural Financial Counsellors in any year by more than the yearly increase in the consumer price index (the weighted average of eight capital cities, all groups amount).
- (d) The Funding amount of XXX provided for start-up costs is to assist with the costs of *preparing* the Grantee to provide the Rural Financial Counselling Services. This Funding must not be used to provide *actual* Rural Financial Counselling Services. [if applicable to the Grantee]

S4. Milestones, Activities and Key Performance Indicators

- (a) The Grantee must deliver the project in a manner that delivers the targets for each of the following Key Performance Indicators. How each of the targets will be measured is described in the RFCS Monitoring and Evaluation Strategy.

Table S2 Key performance indicators for projects

#	Key Performance Indicators for Project	Targets and activities
1	Providers limit the provision of Rural Financial Counselling Service to Eligible Clients as defined in the programme guidelines and Deed.	<ul style="list-style-type: none"> 100 per cent of clients meet the eligibility requirements of the programme.
2	Majority of Eligible Clients are sustainably exited from the Rural Financial Counselling Service having come to understand their position and achieved their client plan or objectives within 1 to 3 years.	<ul style="list-style-type: none"> Eligible Clients effectively move through the case management process at a significant rate. All clients have made significant progress towards reaching their goals within one year. All clients have reached their goals, enabling them to exit the service, within three years. Number, and reasons, clients have exited the service before reaching their goals must be recorded on the Rural Financial Counselling Portal. Number, and reason, why previously exited clients return to the service must be recorded on the Rural Financial Counselling Portal. 80 per cent of clients satisfied with service provided by Grantee Significant number of former clients continue to be financially self-sufficient.
3	There is a high level of awareness of the Rural Financial Counselling Service among potential clients.	<ul style="list-style-type: none"> Majority of FHA clients are also RFCS clients. Majority of potential clients in the wider community are aware of the RFCS. Implement agreed communication strategies.
4	Rural Financial Counselling Services operate in accordance with Deed requirements.	<ul style="list-style-type: none"> All compliance checks associated with funding deed payments are met. The department is satisfied with the performance of the service, based on annual reviews. Independent auditors are satisfactory with the performance of the service. The Grantee must provide timely reporting to the Commonwealth, including fortnightly reporting through the Rural Financial Counselling Portal The Grantee must upload Eligible Client data onto the Rural Financial Counselling Portal within seven days of meeting with the Eligible Client.

- (a) The Grantee must deliver the project in accordance with this Deed and in a manner that results in the successful delivery of the below Activities.
- (b) The Grantee must meet all due dates as outlined in the below table and deliver all Activities and Reports to the Commonwealth's satisfaction (even if that is not explicitly stated in the below table).
- (c) The Commonwealth's 'satisfaction' with any Activity or Report will only be considered to exist once the department has 'accepted' that Report or Activity in writing.
- (d) Until such a time when a Report or Activity has been accepted, the Commonwealth may request further revisions or changes to the Report or Activity and the Commonwealth will not be required to make any payments in relation to the particular Milestone until acceptance has occurred.

Table S3 Project Milestones

Project Milestones	Activities and Reports	Due Date
Milestone 1 – Board transitional plan and execution of the funding deed	The Grantee must provide a board transitional plan for merit selection of board members during the course of the Term (in accordance with Item 4 of this Schedule), to the satisfaction of the Commonwealth. This plan must be accepted by the Commonwealth before the delivery of any Rural Financial Counselling Services.	On execution of the Deed
Milestone 2 – Budget – 1 April 2016 to 30 June 2017.	The Grantee must provide a Budget (in accordance with Item 6 of this Schedule) for the period 1 April 2016 to 30 June 2017, to the satisfaction of the Commonwealth.	5 February 2016.
Milestone 3 – Progress report	The Grantee must provide a progress report (in accordance with Item 9 of this Schedule) for the period from 1 April 2016 to 30 September 2016, to the satisfaction of the Commonwealth. This will include a compliance statement (for information on compliance statements, see Item 9 of this Schedule).	31 October 2016.
Milestone 4 – Progress Review	The Grantee must undergo an annual review (in accordance with Item 9 of this Schedule) with the Commonwealth following the Commonwealth's acceptance of the progress report.	Within XX weeks of acceptance of the Milestone 3 progress report
Milestone 5 – Mid-year budget report	The Grantee must provide a mid-year budget report (in accordance with Item 9 of this Schedule) showing actual expenditure to 31 December 2016, to the satisfaction of the Commonwealth.	15 January 2017.
Milestone 6 – Annual budget 2017-18	The Grantee must provide a budget (in accordance with Item 6 of this Schedule) for the period 1 July 2017 to 30 June 2018, to the satisfaction of the Commonwealth	30 April 2017.
Milestone 7 - Annual report	The Grantee must provide an annual report with audited financial statements (in accordance with Item 9 of this Schedule) for period 1 April 2016 to 30 June 2017 and a compliance statement, to the satisfaction of the Commonwealth.	30 September 2017

Milestone 8 – Annual review	The Grantee must undergo an annual review with the Commonwealth following the Commonwealth's acceptance of the annual report (in accordance with Item 9 of this Schedule). Based on this review, and dependent on Commonwealth funding being agreed, the grantee may be offered an additional further year of funding for 2019-2020 financial year.	Within XX weeks of acceptance of the Milestone 7 annual report
Milestone 9 – Mid-year budget report	The Grantee must provide a mid-year budget report (in accordance with Item 9 of this Schedule) showing actual expenditure to 31 December 2017, to the satisfaction of the Commonwealth.	15 January 2018.
Milestone 10 – Annual budget 2018-19	The Grantee must provide a budget (in accordance with Item 6 of this Schedule) for the period 1 July 2018 to 30 June 2019, to the satisfaction of the Commonwealth.	30 April 2018.
Milestone 11 – Annual report	The Grantee must provide an annual report with audited financial statements and a compliance statement (in accordance with Item 9 of this Schedule), to the satisfaction of the Commonwealth.	30 September 2018.
Milestone 12 – Annual review	The Grantee must undergo an annual review (in accordance with Item 9 of this Schedule) with the Commonwealth following the Commonwealth's acceptance of the annual report.	Within XX weeks of acceptance of the Milestone 12 annual report
Milestone 13 – Mid-year budget report	The Grantee must provide a mid-year budget report (in accordance with Item 9 of this Schedule) showing actual expenditure to 31 December 2018, to the satisfaction of the Commonwealth.	15 January 2019.
Milestone 14 – Final report	The Grantee will provide a final report with audited financial statements and a compliance statement (in accordance with Item 9 of this Schedule).	31 August 2019.

S5. Payment Schedule

Table S4 Payment schedule

Payment description	Submission due date	Estimated date of payment	Amount due (GST excl)	GST	Total (GST incl)
Milestone 1: Provision of board transitional plan and execution of funding deed. Payment to set-up a service if applicable [delete if not applicable]	On execution of the Deed	15 December 2015	\$ if applicable		
Milestone 2: Provision of budget for period 1 April 2016 to 30 June 2017. Payment for period 1 April 2016 to 30 November 2016.	15 February 2016	15 March 2016	\$	\$	\$
Milestone 3: Provision of	31 October	30 November	\$	\$	\$

progress report for the period 1 April 2016 to 30 September 2016. Payment for the period 1 December 2016 to 30 June 2017.	2016	2016			
Milestone 4: Participation in review	November (estimated)	n/a	nil	nil	nil
Milestone 5: Provision of mid-year budget report.	15 January 2017	n/a	nil	nil	nil
Milestone 6: Provision of annual budget 2017-18. Payment for period 1 July 2017 to 31 December 2017	30 April 2017	31 May 2017	\$	\$	\$
Milestone 7: Provision of annual report. Payment for period 1 January 2018 to 30 June 2018.	30 September 2017	30 November 2017	\$	\$	\$
Milestone 8: Participation in annual review.	November 2017 (estimated)	n/a	nil	nil	nil
Milestone 9: Provision of mid-year budget report for period to 31 December 2017.	15 January 2018	n/a	nil	nil	nil
Milestone 10: Provision of budget for 2018-2019. Payment for period 1 July 2018 to 31 December 2018	30 April 2018	31 May 2018	\$	\$	\$
Milestone 11: Provision of annual report. Payment for period 1 January 2018 to 30 June 2018.	30 September 2018	30 November 2018	\$	\$	\$
Milestone 12: Participation in annual review.	November 2018 (estimated)	n/a	nil	nil	nil
Milestone 13: Provision of mid-year budget report for period to 31 December 2018.	15 January 2019	n/a	nil	nil	nil
Milestone 14: Provision of final report.	31 August 2019	n/a	nil	nil	nil
Total Funding			\$	\$	\$

S6. Budget and Other Contributions

- (a) The initial Milestone 2 Budget and every subsequent annual Budget must include separate line items for each of the following:
- i) the executive officer's (or equivalent position) salary, leave provisions and superannuation contributions;

- ii) board expenses;
 - iii) board remuneration;
 - iv) provision for wind-up required under clause 5.9 in the Deed.
- (b) The Grantee must not make provision in the Budget for performance bonuses, maternity leave or redundancy payments that are in excess of the minimum standard or amount required by law.
- (c) The Grantee must not budget for increases to the salaries of administrative staff or Rural Financial Counsellors in any year by more than the yearly increase in the consumer price index (the weighted average of eight capital cities, all groups amount).

S7. Assets

The Grantee must keep an Assets register of any assets purchased with this Funding. The Assets register must be reviewed by the board of the service.

- (a) Prior to termination or cessation of the Deed, at a time requested by the Commonwealth, an Assets disposal plan is to be provided to the Commonwealth for approval. If the plan is not requested at a specific time, the plan is required in the Final report (as outlined in Item 9 to this Schedule). The Commonwealth may notify the Grantee of the requirements for such a plan prior to it being required by the Commonwealth. If no requirements are notified, the plan must include a proposal from the Grantee regarding the ongoing use of all Assets purchased under the Agreement such that they are utilised for the benefit of the Australian community generally (and specifically, Eligible Clients) and not for the personal gain or profit of any individuals.

S8. Confidential Information

Table S5 Confidential information of the Commonwealth

Item	Period of Confidentiality
<i>[Insert confidential information of the Commonwealth and period of confidentiality. If none insert "nil"]</i>	

Table S6 Confidential information of the Grantee

Item	Period of Confidentiality
<i>[Insert confidential information of the Grantee and period of confidentiality. If none insert "nil"]</i>	

Table S7 Clauses of this Deed agreed by the parties to be kept confidential

Item	Period of Confidentiality
<i>[Insert clause numbers or Schedule items agreed by the parties to be kept confidential. If none insert "nil"]</i>	

S9. Reports

- (a) The Grantee must keep comprehensive records of the conduct of the Project including progress against the Milestones and Key Performance Indicators, the creation of Project Material, the creation or acquisition of Assets, and the receipt and use of funding and any in-kind contributions specified in the Budget.
- (b) With the exception of data reporting, the reports must be endorsed by the board, or the chair, on behalf of the board.
- (c) A contact officer at the Department of Agriculture will provide templates for budgets, mid-year budget reports, annual reports, compliance statements, a final report and an assets disposal plan.
- (d) The Grantee must provide the following Reports to the Commonwealth at the times prescribed by the Milestone table in Item 4 of this Schedule (or as otherwise provided below).

Table S8 Reporting

Ongoing data reporting	The Grantee must require staff to submit information on client and assistance provided as soon as possible after provision of counselling services to the client. The Grantee must provide client data for a calendar month within seven days of the end of that month. The Grantee must ensure all client data up to and including the last day the service operates is entered into the Rural Financial Counselling Portal within 7 days of the service ceasing to provide Rural Financial Counselling Services.
Mid-year budget report	Each mid-year budget report must show actual budget position against the budget most recently approved by the Commonwealth.
Progress report	Each progress report must address progress against project KPIs and outline the Activities undertaken to meet Project objectives. It must include a compliance statement (see later in this table).
Annual report	<p>Each annual report must address progress against project KPI according to associated targets. It must provide an audited special purpose statement in accordance with Australian Accounting Standards (appropriate to the type of organisation delivering the Rural Financial Counselling Service), that includes the following information:</p> <ul style="list-style-type: none"> (a) Chair's Report; (b) Board meeting dates and attendance; (c) A schedule that compares actual expenditure against budgeted categories with material variations explained; (d) Organisational Flow chart; (e) Audited accounts for the past year; (f) A statement certified by the chair that for the past year; that Funding has been spent and acquitted in accordance with the Deed; (g) A statement certified by the chair that for the past year that services carried out by the Grantee were in accordance with the Funding Deed; (h) A summary of assets purchased during the year with a value greater than \$5000; (i) Performance reporting on targets for each KPI using data, generated from the portal, and relevant anecdotal information to help measure the service; (j) Stakeholder engagement outcomes; (k) Key challenges and drivers of demand for Rural Financial Counselling Services (i.e. what were causes of financial hardship for Eligible

	<p>Clients) for the past year;</p> <p>(l) Progress against strategic priorities for the year; and</p> <p>(m) Priorities for the following year (including target areas, improvement of services, client targeting).</p>
Compliance statement	As part of annual reporting or as otherwise required by the Department within this Deed, the Grantee must submit a compliance statement on the template provided by the Commonwealth.
Progress review	<p>The Grantee, as represented by the chair of the board, must be available to meet with the Commonwealth to review governance and service delivery. The objectives of the progress review are to:</p> <ul style="list-style-type: none"> • Discuss issues requiring further clarification; • Review the performance of the service for the reporting period (using the results in the Progress report as a basis); • Identify improvement opportunities; • Discuss strategic priorities and key risks for the emerging reporting period; and • Agree on any follow-up actions.
Annual review	<p>The Grantee, as represented by the chair of the board, must be available to meet with the Commonwealth to review governance and service delivery. This meeting may be face-to-face or via teleconferences. The objectives of the annual review are to:</p> <ul style="list-style-type: none"> • Discuss issues requiring further clarification; • Review the performance of the service for the year (using the results in the Annual report as a basis); • Identify improvement opportunities; • Discuss strategic priorities and key risks for the emerging year; and • Agree on any follow-up actions.
Final report	<p>The final report to the Commonwealth must include:</p> <ul style="list-style-type: none"> (a) Audited special purpose financial statements for the final period on the template provided by the Commonwealth; (b) A statement certified by the chair that for the past year; that Funding has been spent and acquitted in accordance with the Deed; (c) A statement certified by the chair that for the past year that services carried out by the Grantee were in accordance with the Funding Deed; (d) If required by Item 7 of this Schedule, an Assets disposal plan. (e) An acquittal of assets recorded on the assets register, in accordance with requirements specified by the Commonwealth (if these requirements have not been specified to the Grantee at the time of preparing then final report, the Grantee must request these requirements from the Commonwealth as part of preparing the final report).

Signing page

Executed as a Deed.

Signed for and on behalf of the
**Commonwealth of Australia as
represented by the Department of
Agriculture** by its duly authorised
delegate in the presence of

Signature of witness ←

Name of witness (print)

Signature of delegate ←

Name of delegate (print)

Position of delegate (print)

Executed by [insert name of company]
in accordance with Section 127 of the
Corporations Act 2001 in the presence of

Signature of director ←

Name of director (print)

Signature of director/company secretary/sole
director and sole company secretary
(Please delete as applicable) ←

Name of director/company secretary/sole
director and sole company secretary (print)

Signed by [insert Grantee name] in the
presence of

Signature of witness ←

Name of witness (print)

Signature of Grantee ←