

CBP22 - Funding Deed with Single Instalment

Form Preview

CBP22 - Funding Deed with Single Instalment

* indicates a required field

Parties

This deed is made between:

- (1) The Crown in right of the State of New South Wales represented by the Department of Communities and Justice ABN 36 433 875 185 ("**us**", "**we**", "**our**" and "the **Department**"); and
- (2) The community organisation described below ("**you**", "**your organisation**").

Background

The **Community Building Partnership (CBP) Program** provides funding to improve community infrastructure for the people of NSW, and encourage the enhancement of local community based activities that create more vibrant and inclusive communities.

The **CBP Program** is a NSW Government initiative coordinated by the Department on behalf of the Department of Premier and Cabinet.

Contact Details of the CBP Team

Phone: 02 8753 8144

Email: CBP2022@fac.s.nsw.gov.au

Community Organisation's Details

Incorporation status of your organisation

This question is read only.

Legal name of the applicant organisation

This question is read only.

ABN

The ABN provided will be used to look up the following information. Click Lookup above to check that you have entered the ABN correctly.

Information from the Australian Business Register
ABN
Entity name

CBP22 - Funding Deed with Single Instalment Form Preview

ABN status
Entity type
Goods & Services Tax (GST)
DGR Endorsed
ATO Charity Type More information
ACNC Registration
Tax Concessions
Main business location

Must be an ABN

Correspondence Address *

Address

Start typing and select address from dropdown. Must be street address including suburb, state and postcode. Do not use: PO Box; Lot Number; Cnr of; Level #; or Confidential.

Organisation Contact Name *

Organisation Contact Position *

Contact Telephone *

Enter areas code for landline. Must be an Australian phone number

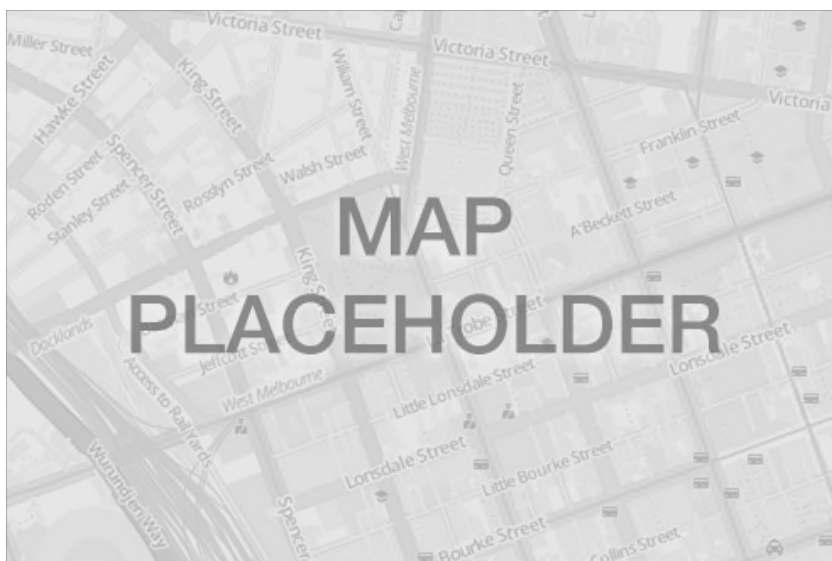
Contact Email *

Where possible, use a generic email address for your organisation e.g., office@...; info@...

Project Location *

Address

CBP22 - Funding Deed with Single Instalment Form Preview



Street address including suburb, state and postcode is required (Do not use: Lot Number; Cnr of; Level #; Confidential; or Multiple Addresses). Please enter the address of the project location. If the project is to purchase or modify vehicle/s, please enter the registered address of the vehicle/s. Prior approval by the CBP Program is required if the address entered is different from the address provided in the application form. Please contact CBP team if you have any question with the project location.

Name of the park field or oval [if relevant]

Operative Provisions

Terms and Conditions of this Funding Deed

Any 2022 CBP funding is subject to your agreement with these Terms and Conditions.

1. Intent of Project

By signing this Funding Deed your organisation is accepting responsibility for implementing the Project in keeping with the [Program Guidelines](#), your application for CBP Funding and the confirmed scope of works detailed in this Funding Deed (Schedule 1).

2. Duplicate Funding

CBP Funding is for the construction or refurbishment of community infrastructure, or the purchase of capital equipment or vehicles as detailed in the [Program Guidelines](#). Multiple sources of funds may be used to meet the total costs of the Project, however any other funding received must clearly be for a different component of the same Project.

3. Local Councils

Local Council projects are required to match the CBP Funding dollar for dollar. This is in the form of cash, provided from Local Council sources, or from external funding sources. In kind contributions cannot be counted as part of the Local Council's matching contribution. Matching contributions must be expended on the Project by Project completion.

CBP22 - Funding Deed with Single Instalment

Form Preview

4. Payment

CBP Funding will be released subject to the Funding Deed being signed by both parties and all necessary documents being completed and returned (as detailed in Schedule 1) and otherwise in accordance with the terms of this Funding Deed.

For further information on invoicing please refer to Schedule 2 of this Funding Deed.

If your Project has already been completed, you are required to complete and submit a Funding Deed. You are also required to complete and submit the Completion Report with supporting evidence of completion to the Department.

For organisations without an ABN, invoices for the payment of CBP Funding should be addressed to:

Department of Communities and Justice
Community Building Partnership Program
ABN 36 433 875 185
Locked Bag 5000, Parramatta NSW 2124

5. GST

If your organisation is a local council the CBP Funding is inclusive of any GST and the Department will not pay a GST amount in addition to the CBP Funding.

If your organisation is not a local council and is registered for GST the Department will pay your organisation an amount equal to the GST payable, in addition to and at the same time that the CBP Funding is paid, in conjunction with the issue of a Recipient Created Tax Invoice (RCTI) on request.

You must immediately notify the Department if your organisation's GST registration changes.

Subject to this clause (GST), if your organisation is eligible to receive a GST amount in addition to the Funding under this clause (GST), you agree that:

- (i) the Department will issue your organisation with an RCTI on request; and
- (ii) your organisation will not issue a tax invoice,

in respect of any taxable supply that your organisation makes under this Funding Deed.

6. Compliance with any previous CBP funding round

Where you have received funding in a previous CBP round, you must demonstrate to the Department that you have completed, or are satisfactorily making progress with the implementation of the earlier project, and are complying with the terms and conditions of any previous CBP funding agreement. The Department will not release Funding under this 2022 Funding Deed until such time that any outstanding issues with previous funding round(s) project(s) have been resolved to the Department's satisfaction.

Please contact the CBP Team to discuss the status of any incomplete CBP funded projects, or incomplete paperwork for earlier projects.

7. Completion and Unspent Funds (Surplus)

The Project must be completed by **31 March 2024**.

If the Project is not completed by **31 March 2024** the CBP Funding may be withdrawn. If you are unable to meet this deadline, please contact the CBP Team on 02 8753 8144 or at CBP2022@facns.nsw.gov.au.

CBP22 - Funding Deed with Single Instalment

Form Preview

If at the end of your Project your organisation has unspent CBP Funding, please contact the CBP Team prior to filling out the Completion Report. Unspent CBP Funding may be required to be repaid; this is at the sole discretion of the Department.

8. Bank account

To process and record all CBP Funding receipts and expenditure your organisation must maintain either:

- (a) a separate account at a financial institution; or
- (b) an existing general account at a financial institution where adequate internal financial controls are in place for the identification of the CBP Funding,

which is an authorised deposit-taking institution, located in New South Wales, including a bank, credit union or building society (the 'bank account').

CBP Funding released to your organisation must be:

- held in the bank account; and
- used solely for the purposes of the CBP Program funded Project.

Interest earned on CBP Funding held in the bank account must be used solely for the purpose of the CBP Program funded Project.

Should your Project and its implementation be delayed for any reason, CBP Funding already released as part of this Funding Deed must be held in the bank account until:

- it is applied solely for the purpose of the CBP Program funded Project; or
- it is required to be returned or repaid to the Department in accordance with the Terms and Conditions of this Funding Deed.

The Department reserves the right to recoup funds already released and held in the bank account should the funded Project not be making reasonable progress.

The Department will hold any awarded but unreleased CBP Funding in its account until such time as payment triggers and Project progress can be satisfactorily demonstrated.

9. Contractors and Insurances

It is your responsibility to ensure that contractors (or project partners) that have appropriate skills, qualifications and experience, and hold appropriate clearances (for example, police and Working With Children checks, as applicable), are hired for the work proposed to be carried out, and that all work meets the requirements of this Funding Deed and complies with relevant legislation, standards and codes of practice. You are also responsible for ensuring that all contractors hold the appropriate licences and insurances.

Your organisation is responsible for maintaining adequate and current insurances for the Project, including but not limited to (as applicable) Directors and Officers Liability, Associations Liability, Public Liability and Worker's Compensation insurances. You must provide certificates of currency for relevant insurances on request.

10. Conflicts of Interest

You represent and warrant that as at the date of this Funding Deed, no Conflict of Interest exists or is likely to arise in relation to the entry into, or performance of obligations under, this Funding Deed. You undertake to notify the Department, in writing, immediately upon becoming aware of the existence, or possibility, of a Conflict of Interest. On receiving a notice of a Conflict of Interest, the Department may:

- (i) approve the continuation of the CBP Funding arrangements under this Funding Deed, which approval may be subject to reasonable conditions to ensure appropriate management of the Conflict of Interest; or

CBP22 - Funding Deed with Single Instalment

Form Preview

(ii) where in the Department's reasonable view the Conflict of Interest cannot be appropriately managed, terminate this Funding Deed.

In this Clause 10, "Conflict of Interest" means a situation where the exercise of a person's duty or decision-making is influenced, potentially influenced, or may appear to be influenced, by a secondary interest, including (but not limited to) a private or business interest.

11. Variation

You **must** seek prior written approval from the Department to vary the CBP Program funded Project. Variations to a project may include:

- changes to the nature of the Project being funded, including the type of project, scope of works, location, revised priorities, increased / unforeseen costs etc.
- changes to the timeframe for delivery, including extensions to completion deadlines.

You **must** advise the CBP team, as soon as possible:

- if you are unable to proceed with the Project under the agreed terms;
- if the Project will not commence within 3 months of the date of receiving the first payment of CBP Funding;
- if the Project has been inactive for a period of 3 months or more;
- if the legal status of your organisation changes; and
- if you become aware of anything likely to have an adverse impact on the Project.

You **must** contact the CBP team, as soon as possible, following changes to:

- Project signatories;
- other details of your organisation; or
- your organisation's contact details including the name of the contact person, address, telephone number or email address.

12. Information Requests, Reporting and Acquittal

By entering into this Funding Deed your organisation agrees to provide any additional information by stated deadlines as may be requested by the Department from time to time. The failure to provide additional information by the stated deadline may result in:

- termination of this Funding Deed; and
- the organisation having to repay the CBP Funding (spent and/or unspent).

The CBP Program utilises the SmartyGrants online management system to assist in the implementation and management of the Program. By entering into this Funding Deed your organisation agrees to submit required project documentation and supply requested information through the SmartyGrants online management system. By entering into this Funding Deed your organisation and its representatives agree to abide by the SmartyGrants Privacy and Data Security/Usage Policies found on the SmartyGrants website (www.smartygrants.com.au) and the Program's online portal (CommunityBuildingPartnership.smartygrants.com.au).

To log into the Program's online portal go to:

CommunityBuildingPartnership.smartygrants.com.au and click on the 'log in' link at the top of the screen, then follow the prompts using your already established SmartyGrants registration. Should you require assistance please contact the CBP team.

Progress Reports and evidence of completion

CBP22 - Funding Deed with Single Instalment

Form Preview

Your organisation must submit Progress Reports and evidence of completion of Project activities when requested by the Department, or as required. The Progress Report template is available through the SmartyGrants online management system.

Failure to provide a satisfactory Progress Report and other required evidence of completion of project activities by the due date may result in:

- termination of this Funding Deed; and
- the organisation having to repay the CBP Funding (spent and/or unspent).

Completion Report

You are also required to complete the Completion Report when the CBP Program funded Project works are completed. This Completion Report includes the declaration that the CBP Funding has been used only for purposes stated in the Funding Deed. The Completion Report must be completed within 30 days of Project completion, with supporting evidence. The Completion Report is available through the SmartyGrants online management system.

Failure to provide a satisfactory Completion Report by the due date may result in:

- termination of this Funding Deed; and
- the organisation having to repay the CBP Funding (spent and/or unspent).

Supporting evidence for Completion Report

The [supporting evidence](#) required to be attached to the Completion Report is scaled according to the grant amount awarded.

For details of the range of acceptable Project completion and expenditure evidence, please refer to nsw.gov.au/CBP

Additional evidence may be requested by the Department to support your completion paperwork.

13. Intellectual Property

Your organisation grants to the Department and to the NSW Government a permanent, non-exclusive, irrevocable, royalty-free licence (including the right to sub-license) to use, reproduce, communicate, publish, adapt and modify, for non-commercial, government purposes, all material your organisation provides to the Department under this Funding Deed.

14. Disputes

Except in the case of urgent, interlocutory proceedings, neither party to this Funding Deed must begin legal proceedings in relation to a dispute related to this Funding Deed without first trying for no less than ten (10) business days to negotiate a solution.

15. Termination of Funding Deed

The Department reserves the right to terminate this Funding Deed at any time. Action to recover or not release funds is at the discretion of the Department.

This Funding Deed may be terminated in accordance with the Program Guidelines by the Department for a number of reasons, including but not limited to:

- (a) failure to meet these Terms and Conditions;
- (b) (where legally permitted) if your organisation becomes insolvent, goes into liquidation or administration, is suspended or deregistered or otherwise becomes subject to any form of insolvency proceedings;
- (c) failure to make reasonable and timely progress in the implementation of the Project;

CBP22 - Funding Deed with Single Instalment

Form Preview

(d) provision of intentionally misleading or incorrect information as part of the application for funding or as part of this Funding Deed;

(e) failure to deliver, by the due date, any documents or information that are required to be delivered to trigger the payment of the CBP Funding;

(f) failure to deliver, by the due date (or any agreed extension of the due date) any of the following:

(1) information that is requested by the Department;

(2) a satisfactory Progress Report (if required); or

(3) satisfactorily completed Completion Report;

(g) if your organisation uses the CBP Funding for purposes other than those for which the CBP Funding was approved;

(h) if the Department considers that there has been a material adverse change in the circumstances, financial position or structure of the organisation;

(i) if the Department considers that completion of the Project is no longer viable;

(j) if the Department considers that your organisation has acted in a way that will cause damage to the reputation of the Department, the NSW Government or the CBP funding program; or,

(k) the Department exercising its rights under Clause 10 (Conflicts of Interest).

The Department may:

(1) in the case of an event specified in paragraphs (b), (d), (g), (h), (i) or (j) above, immediately terminate this Funding Deed by notice in writing to your organisation; and

(2) in the case of any other default specified above, terminate this Funding Deed by notice in writing to your organisation if it fails to remedy the relevant default or provide a satisfactory response within 14 days from the date of receipt of a notice from the Department specifying the relevant default.

In the event of termination by either party, the Department may require the immediate return of CBP Funding (spent and/or unspent).

Should your organisation wish to terminate this Funding Deed you must notify the CBP team in writing, including the reasons for doing so. You must contact the CBP team immediately if a decision has been made to either wind up or dissolve your organisation, or your organisation is suspended or deregistered.

16. Repayment

If your organisation does not make any required repayment of the CBP Funding by the date specified by the Department for the repayment the Department may recover the amount as a debt due to it without the need for further proof.

17. Audit or Review

The Department reserves the right to audit, or review expenditure of, CBP Funding provided in relation to this Funding Deed and/or the conduct of the Project. If this Project is selected for audit or review you will be informed in writing of the Department's intention. Projects selected for audit will be given at least 14 days' notice, and a time and location for the audit will be arranged between the Department and your organisation.

You must co-operate in any audit and reviews including by:

(a) permitting the Department or its nominee (for example, its auditor) reasonable access to the site of the Project and access to, and copying of, your Project-related records; and

CBP22 - Funding Deed with Single Instalment

Form Preview

(b) providing reasonable assistance to the Department or its nominee in performing the audit or review.

Any notified audit will be at the Department's expense.

18. Sale of Property / Equipment

CBP Funding is provided to benefit local communities through the provision of local infrastructure. The sale, conversion or other disposal of facilities or capital equipment funded through the CBP Program is not consistent with this purpose. The sale, conversion or other disposal of CBP funded works within two years of completion of the Project may require repayment of CBP Funding at the discretion of the Department. You are required to notify the Department of any intended sale of capital equipment or infrastructure funded by the CBP Program.

19. Acknowledgements

Your organisation must acknowledge financial and other support received from the CBP Program of the NSW Government in its annual financial reports and in any public statements or other written material in relation to the Project.

For projects that receive grants of more than \$100,000, signs must be displayed acknowledging the NSW Government funding.

By entering into this Funding Deed your organisation agrees to update the relevant Local Member of Parliament on the progress of your Project. Your organisation also agrees to invite the Local Member of Parliament to attend any opening ceremonies or launches of the funded Project(s).

If you wish to use the CBP logo to acknowledge support from the CBP Program, permission to use the logo must be requested in writing. Requests to use the CBP logo must be sent to the CBP team at CBP2022@fac.s.nsw.gov.au. Any approved use of the CBP logo must also comply with the NSW Government's Brand Guidelines, as published from time to time.

20. Waiver

The NSW Government, the Department and their respective officers do not accept any responsibility or liability for works carried out and bear no responsibility for the Project.

No failure or delay by the NSW Government, the Department or their respective officers in exercising any right, power or remedy under this Funding Deed, and no course of dealing with your organisation, will operate as a waiver of a breach or a default by your organisation. Any waiver by the NSW Government, the Department or their respective officers of a breach or default under this Funding Deed will not be construed as a waiver of any further breach or default of the same or any other provision.

21. Compliance with law and responsibility

Your organisation must:

- (a) comply with all applicable standards, laws, regulations and policies;
- (b) not do anything that would cause the Department to breach any of its obligations under legislation;
- (c) obtain all necessary local council and other government department approvals required to conduct the project and otherwise fulfil its obligations under this Funding Deed;
- (d) without limiting Clause 9 (Contractors and Insurances), ensure all personnel engaged on the Project are appropriately qualified, trained and experienced and hold any required clearances, for example police and Working With Children checks, as applicable.

CBP22 - Funding Deed with Single Instalment

Form Preview

(e) without limiting Clause 9 (Contractors and Insurances), manage the CBP Program funded Project and assume responsibility for the financial management, project planning, insurance and risk management of the Project during its implementation;

(f) be accountable for all of the CBP Funding it receives under this Funding Deed; and

(g) ensure that adequate financial and operational records and registers are kept and maintained while carrying out the Project and retain such records for seven years after the date that is the earlier of the date the Completion Report is satisfactorily completed or the date of termination of this Funding Deed.

22. Notices

Notice Requirements: A notice under this Funding Deed must be in writing and delivered to the other party as specified below:

(a) in the case of delivery to the Department:

- by registered post to: Department of Communities and Justice, Community Building Partnership Program, Locked Bag 5000, Parramatta NSW 2124; or as last notified in writing by the Department to your organisation; or
- by email to: CBP2022@facss.nsw.gov.au or as last notified in writing by the Department to your organisation,

marked to the attention of the CBP Manager as last notified in writing by the Department to your organisation.

(b) in the case of delivery to your organisation:

- by registered post to the correspondence address for your organisation specified in this Funding Deed or as last notified in writing by your organisation to the Department; or
- by email to the contact email address specified for your organisation in this Funding Deed or as last notified in writing by your organisation to the Department.

marked to the attention of the contact name for your organisation, as specified in this Funding Deed or as last notified in writing by your organisation to the Department.

When a notice is served: A notice under this Funding Deed will be deemed to be served:

(a) in the case of delivery in person or by registered post – when delivered to the recipient's address for service and a signature received as evidence of delivery;

(b) in the case of delivery by email – on receipt of confirmation by the sender that the recipient has received the email.

Delivery late in the day: Notwithstanding the above provisions of this Clause 22 (Notices), if delivery or receipt of a communication is on a day which is not a business day in the place to which the communication is sent or is later than 5pm (local time in that place) it will be deemed to have been duly given or made at 9am (local time in that place) on the next business day in that place.

23. Relationship

(a) Nothing in this Funding Deed is intended to create a partnership, joint venture or agency relationship between the parties.

(b) Your organisation will not hold itself out to be an employee, partner, agent or representative of the Department or the NSW Government.

(c) All work performed by you and all contracts made by you to carry out the Project shall be performed and made by you as principal and not as agent for the NSW Government or the Department. In all dealings in relation to the Project your organisation shall act solely on its own account.

CBP22 - Funding Deed with Single Instalment

Form Preview

24. Survival

Clauses 7 (Completion and Unspent Funds (Surplus)), 9 (Contractors and Insurances), 12 (Information Requests, Reporting and Acquittal), 13 (Intellectual Property), 14 (Disputes), 15 (Termination of Funding Deed), 16 (Repayment), 17 (Audit or Review), 18 (Sale of Property / Equipment), this Clause 24 (Survival) and any other clause of this Funding Deed that of its nature survives expiry or termination shall survive the expiry or termination of this Funding Deed.

25. Governing law and jurisdiction

The laws in force in the State of New South Wales govern this Funding Deed, and each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in the State of New South Wales.

26. Definitions

In this Funding Deed, unless the contrary appears:

Department and **us, we, our** each has the same meaning as in the description of the parties to this Funding Deed

Funding and **CBP Funding** means the funding detailed in Schedule 1.

Funding Deed means this Funding Deed including:

- (a) these Terms and Conditions;
- (b) the Schedules;
- (c) any document referenced or incorporated in the Schedules;
- (d) any other attachment to this Funding Deed; and
- (e) any document referenced or incorporated in an attachment.

Project means the project detailed in Schedule 1.

Schedule means a schedule to this Funding Deed.

You and **your organisation** each has the same meaning as in the description of the parties to this Funding Deed.

If there is any inconsistency between any of the documents that make up the Funding Deed, unless expressly stated otherwise it will be resolved in order of priority of the listed documents in the definition of that term, with (a) having highest priority.

Schedule 1 Confirmation of Project Description and Payment Schedule

* indicates a required field

Confirmation of Project Scope

Project Title

This question is read only.

Brief Project Description

CBP22 - Funding Deed with Single Instalment

Form Preview

This question is read only.

Approved Funding Amount

This question is read only.

Local Councils and Section 355 Committees must provide matched funding in the form of cash. This can be provided from council income sources or other external funding sources.

Does your organisation commit to providing matched funding for the Approved Funding Amount? This means you are required to acquit double the approved project amount. *

Are there any changes to the works listed in the original application? *

Will your organisation be able to cover the shortfall in the funding? *

Source of additional funding *

Project Scope

Itemise works to be paid with CBP funding *

Please note itemised works must align with the original scope of works outlined in your application. If not, please contact the CBP Team before submitting the Funding Deed.

Please upload supporting documentation for the revised/reduced project activities if relevant

Attach a file:

Will your project involve the purchase / modification of a registered vehicle, including cars, buses, trailers, boat? *

Vehicle Details

It was identified that your vehicle will serve the following electorate:

CBP22 - Funding Deed with Single Instalment

Form Preview

This question is read only.

To support this, please confirm which LGAs the vehicle will be used in: *

Select up to 5 Local Government Area councils. If you are unsure of the Council area, please [click here to access the OLG address lookup](#) to find your local government area by address.

CBP require a commitment from your organisation to provide the following with the Completion Report by 30 April 2024

- Proof of purchase of the vehicle.
- Vehicle registration papers showing:
 - Your organisation's name.
 - Address matching the project location listed in this Funding Deed.

Does your organisation commit to providing this information? *

Payment Schedule

CBP Funding of projects up to \$60,000: the approved CBP Funding amount is (subject to compliance with this Funding Deed) released as a single instalment.

CBP Funding of any amount for projects where the organisation is a local government authority or a public school Parents and Citizens Association: is (subject to compliance with this Funding Deed) released as a single instalment.

Triggers for payment of the single instalment of CBP funding are:

- 1.This Funding Deed signed by both parties.
- 2.Submitted **EFT Banking Details** form online via SmartyGrants with your organisation's nominated bank account details.
- 3.No outstanding requested documentation such as owner's consent, development consent or insurance certificate of currency.
- 4.Invoice sent to and accepted by the Department (**for Organisations without an ABN only**) to claim the grant payment.
- 5.Satisfactory compliance with prior grant rounds funded by CBP (if applicable).
Outstanding documents from prior funded CBP rounds may delay payment of your grant.

Required Documentation

Please attach the owner's consent, development consent / exemption and insurance certificate of currency below if they were not submitted at the time of application.

NOTE: If any of the required documents are missing, the Funding Deed will not be approved and funding cannot be released.

- **Development Consent**
- **Owner's Consent / AMU approval**
- **Public Liability Insurance certificate of currency**

CBP22 - Funding Deed with Single Instalment

Form Preview

Upload Supporting Documents

Attach a file:

Please name your attachments clearly to indicate whether it is an owner's consent, development consent / exemption or public liability certificate. Each attachment should not exceed 5 MB.

CBP Funding Deadlines

[A] Return of signed Funding Deed and other triggers for payment of the CBP Funding.

Deadline: **31 March 2023** (30 June 2023, where a Development Consent is required)

Consequences of not meeting deadline:

- Department will not release Funding for your Project (refer clauses 4, 8, 12 and Schedule 1).
- Department may terminate the Funding Deed (refer clauses 12 and 15).

[B] Submission of invoice (for Organisations **without an ABN** only)

Deadline: **30 June 2023** (31 October 2023, where a Development Consent is required)

Consequences of not meeting deadline:

- Department will not release Funding for your Project (refer clauses 4, 8, 12 and Schedule 1).
- Department may terminate the Funding Deed (refer clauses 12 and 15).

[C] Return of Progress Reports as requested by the Department.

Deadline: **30 July 2023**

Consequences of not meeting deadline:

- Department may terminate the Funding Deed (refer clauses 12 and 15).
- Your organisation may have to repay CBP Funding released (whether spent or unspent) (refer clauses 12 and 15).

[D] Final date for completion of your CBP Program funded Project.

Deadline: **31 March 2024** (unless an agreed project extension is in place)

Consequences of not meeting deadline:

- Funding for your Project may be withdrawn (refer clauses 7 and 8).
- Department may terminate the Funding Deed (refer clauses 12 and 15).
- Your organisation may have to repay CBP Funding released (whether spent or unspent) (refer clauses 12 and 15).

[E] Delivery of the online Completion Report.

Deadline: **30 April 2024** (unless an agreed project extension is in place)

Consequences of not meeting deadline:

- Department may terminate the Funding Deed (refer clauses 12 and 15).
- Your organisation may have to repay CBP Funding released (whether spent or unspent) (refer clauses 12 and 15).

CBP22 - Funding Deed with Single Instalment

Form Preview

Schedule 2

* indicates a required field

What's Next

1. Sign Funding Deed

Step 1: Click '**Review & Submit**' on the top left hand corner of your screen in SmartyGrants. Any unanswered mandatory questions will be marked in red for you to complete. Once completed, you need to click '**Review & Submit**' again.

STEP 2: Click the '**Download PDF**' button at the beginning or the end of your Funding Deed. Print a PDF copy of the Funding Deed. Complete the '*Recipient Organisation Agreement of Terms and Conditions*' section below on the printed hard copy. Make sure the signature box is signed and dated clearly with a black / blue pen. Please note: authorised officers cannot witness each other's signature. Witnesses must be a third and/or fourth party.

STEP 3: Scan and save the entire signed Funding Deed. Click '**Attach**' below to upload the signed Funding Deed. Click the '**Submit**' button at the bottom of the screen. You will receive an email confirmation if your submission is successful. Attached to the email confirmation is a copy of the completed Funding Deed for your record.

2. Submit EFT Banking Detail Form

CBP Funding amounts are paid by electronic fund transfer. You are required to provide bank details online in the EFT Banking Detail Form. Make sure you **Review & Submit** the form upon completion. ***Please ensure bank details are correct as funds transferred to an incorrect bank account may not be recoverable.***

3. Funding release

Your duly signed Funding Deed will be countersigned by the delegated officer of the Department. You will receive a copy of the countersigned Funding Deed by email. **If your organisation has an ABN** you will receive a confirmation email once your grant payment has been paid. **Organisations without an ABN** will receive a purchase order and invoicing instructions from the CBP Team on how to claim the grant Funding. Failure to adhere to these instructions may delay payment release.

Recipient Organisation Agreement of Terms and Conditions

I/we accept this offer of funding and by signing this Funding Deed confirm that I/we:

- have read and agree with the Terms and Conditions set out in this Funding Deed.
- confirm that the project description is correct as set out in **Schedule 1**.
- understand the requirements for payment as set out in **Schedule 1** of this Funding Deed.
- have read and understood **Schedule 2** of this Funding Deed.
- agree to provide updates and **Progress Reports** as required and otherwise upon request, with supporting evidence through the CBP Program's online portal, CommunityBuildingPartnership.smartygrants.com.au.

CBP22 - Funding Deed with Single Instalment

Form Preview

- agree to complete the **Completion Report** and deliver evidence of completion within 30 days of completion of the project, through the CBP Program's online portal.
- understand that failure to comply with the Terms and Conditions set out in this Funding Deed may lead to the withdrawal of the CBP Funding, termination of this Funding Deed and/or the requirement to repay the Funding (whether spent or unspent).
- understand that where the grant recipient is registered to pay GST, the Department of Communities and Justice will issue a Recipient Created Tax Invoice (RCTI) to the grant recipient on request via email at COMSNGOsupport@dcj.nsw.gov.au or phone 02 8753 8144.
- understand that local councils being out of scope for GST payment will only be paid the grant amount.

Execution Clause

^Please type any name(s) where applicable then print out and sign on the signature line where applicable. Please DO NOT type in the signature box.

EXECUTED AS A DEED

SIGNED, SEALED AND DELIVERED BY *

Name of recipient organisation

ABN of recipient organisation

First authorised officer

^Name of first authorised officer^

Signature of first authorised officer

^Position of the first authorised officer^

In accordance with its constitution and, if applicable, any requirements for execution contained in the statute that establishes the recipient organisation in the presence of:

^Name of witness^

Signature of witness

Please note: The two authorised officers cannot witness each other's signature. Witnesses must be a third and/or fourth party.

CBP22 - Funding Deed with Single Instalment

Form Preview

Second authorised officer

^Name of second authorised officer^

Signature of second authorised officer

^Position of second authorised officer^

In accordance with its constitution and, if applicable, any requirements for execution contained in the statute that establishes the recipient organisation in the presence of:

^Name of witness^

Signature of witness

Please note: The two authorised officers cannot witness each other's signature. Witnesses must be a third and/or fourth party.

Date *

must be a date, between 5/12/2022 and today.

Execution Clause

This execution clause is for community organisations incorporated pursuant to the [Corporations Act 2001 \(Cth\)](#). If your community organisation is not incorporated under the Corporations Act 2001, please contact CBP at CBP2022@facfs.nsw.gov.au or on 02 8753 8144.

^Please type any name(s) where applicable then print out and sign on the signature line where applicable. Please DO NOT type in the signature box.

EXECUTED AS A DEED

SIGNED, SEALED AND DELIVERED BY *

Name of recipient organisation in accordance with section 127(1) of the Corporations Act 2001 (Cth)

^Name of director^

^Signature of director^

^Name of director / secretary^ (Cross out as applicable)

^Signature of director / secretary^ (Cross out as applicable)

CBP22 - Funding Deed with Single Instalment

Form Preview

Date: *

must be a date between 5/12/2022 and today.

Attach the signed Funding Deed *

Attach a file:

Community Building Partnership Use Only

SIGNED, SEALED AND DELIVERED for and on behalf of the Crown in right of the State of New South Wales acting through the Department of Communities and Justice by its authorised officer named below but not so as to incur personal liability

**Signature, name
and position of
authorised officer of the
Department**

**Signature, name and
position of witness**