

COMMON FUNDING AGREEMENT

Ref: OPP-50263

COMMON FUNDING AGREEMENT SHORT FORM

Details

Department: Department of Health and Human Services
Lana Harries
Community Sport and Recreation
50 Lonsdale Street
Melbourne Victoria 3000
Telephone: 03 9096 9855
Email: lana.harries@sport.vic.gov.au

Recipient: VICTORIAN HANG GLIDING & PARAGLIDING ASSOCIATION
Mr David Snowden
Event Committee, Pilot & Events Development
VHPA, PO Box 157
Northcote VIC 3070
Telephone: 0448785711
Email: dasnowden@outlook.com

Activity Name: Australian Paragliding Nationals 2019
VHPA Wedgetails

Funding Program: Athlete Pathway Travel Grants Program Category 1: State Sporting Associations 2018/2019 Round 1

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

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

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

In this agreement:

- > Details, Parts A, B, Execution and any attachments form the Agreement between You and the Department, and constitute the entire agreement between the parties and supersede prior representations, contracts, statements and understandings in relation to its subject matter.
- > **We, Us** and **Our** means the **Department** specified in the Details and includes Our officers, delegates, employees, other contractors, agents and successors.
- > **You** and **Your** or the **Organisation** means the **Recipient** specified in the Details, and includes Your

officers, employees, agents, volunteers, subcontractors and successors.

- > **Activity** means any tasks, services, project or other purposes for which the Funding is provided as described in the Details and clause 3 of Part A.
- > **Funding** means money the Department provided to the Recipient under this Agreement.
- > **Business Day** means a day other than a Saturday, Sunday or public holiday appointed under the *Public Holidays Act 1993 (Vic)*.

PART A: Terms and Conditions

1. Start Date and End Date

The Activity must start after 01/01/2019 (**the Start Date**) and be completed by 31/12/2019 (**the End Date**).

2. Amount of Funding: \$750 (excluding GST).

3. This Funding is provided to:

Assist with the cost of travel and accommodation identified in your application;
and:

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

Activity Deliverables and Payments Table			
Deliverable	Demonstrating deliverable is complete	Due date	Payment amount (excluding GST)
Sign and return all documents related to funding agreement	Funding Agreement is signed and received by Department	29/10/2018	\$6,000

- 4. **To meet Your Reporting Requirements** You must complete and send to Us any Report that is specified in the Activity Deliverables and Payments Table at clause 3.
- 5. **You must:**
 - a. **keep accurate records, including all receipts and tax invoices, in relation to the Activity and for everything You purchase with the Funding** in accordance with the requirements set out in Part B, if any; and
 - b. **provide access to, and copies of, the records** at any time to Us or a third party authorised by Us.
- 6. **You must:**
 - a. use the Funding only for the Activity in accordance with this Agreement or as otherwise agreed in writing by Us;
 - b. comply with all applicable laws and departmental policies in connection with the Funding, the Activity or this Agreement; and
 - c. follow Our reasonable directions in connection with the Funding, the Activity or this Agreement.
- 7. **You must let Us know in writing within 5 Business Days from when You become aware if:**
 - a. You no longer meet the eligibility requirements for the Funding, if any;
 - b. there is an actual or perceived conflict of interest that may impact on Your ability to deliver the Activity;
 - c. You will not complete the Activity; or
 - d. You will not spend the total amount of the Funding.

8. **You need Our written consent to:**
 - a. use any of the Funding for anything other than the Activity or in any way that is not in accordance with this Agreement;
 - b. change the Deliverables/Milestones, Start Date or End Date of the Activity; or
 - c. change the reporting requirements, if there are any.
9. **You agree to repay all or part of the Funding**, in accordance with any written request from Us to do so, if:
 - a. there is unspent Funding at the completion of the Activity; or
 - b. You do not use the Funding in accordance with this Agreement.
10. **You will acknowledge any Funding support provided by the Victorian Government:**
 - a. as specified in any applicable Departmental policy;
 - b. according to the *Acknowledgement and Publicity Guidelines* as amended from time to time, which can be found at www.sport.vic.gov.au/grants-and-programs/athlete-pathway-travel-grants-program
 - c. as described in Part B.
11. **Unless a recipient created tax invoice (RCTI) arrangement is in place, You will submit an invoice to Us** that complies with tax legislation (including *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*) for each Deliverable/Milestone that is linked to a payment in the table at clause 3. Invoice arrangements are described in the attached *Checklist for accepting the grant*.
12. Clauses 5, 9 and 10 and any clauses identified in Part B will continue to apply after the end of this Agreement.

PART B: Additional Conditions

13. Additional conditions that apply to this Agreement

- a. **Banking Details** - You must provide banking details for payment directly into a bank account. Your banking details will not be used by Us for any other purpose.

Contact name: Peter Kemeny

Phone number: 040 902 8165

Email address: peter.kemeny@gmail.com

Account Name: Victorian Hang Gliding Assoc.

BSB Code Number:

0	1	3	3	9	5
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Bank Account Number:

3	2	4	0	1	2	3	8	2
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Name of Bank or Financial Institution: ANZ

- b. Your application and any additional information that is requested by the Department prior to this Agreement being executed, is part of this Agreement. The Activity delivered must be consistent with those documents. If there is a conflict or inconsistency between Your application and Your Agreement then the Agreement has precedence, to the extent of the conflict or inconsistency.
- c. You must provide additional information that the Department requests in relation to the evaluation of the program through which the grant is funded. The Department must make only reasonable requests and should give notice of at least 20 (twenty) Business Days.

- d. The parties agree:
- (a) to enter into a recipient created tax invoice (RCTI) arrangement;
 - (b) We can issue tax invoices in respect of the supplies by You to Us under this Agreement;
 - (c) You will not issue tax invoices in respect of the supplies by You to Us under this Agreement;
 - (d) You acknowledge and warrant that You are registered for GST when You enter into this Agreement; and
 - (e) if You cease to be registered for GST, You will notify Us in writing within 5 Business Days.

If this RCTI arrangement is unable to be implemented or ceases, You will issue invoices in respect of the supplies by You to Us under this Agreement.

- e. The Department is committed to promoting the Fair Play Code (Code), and expect that the Code will be actively promoted, adhered to and enforced by all sporting associations, clubs and other organisations, including the Organisation/s, that receive Funding from the Department.

For the purposes of this clause:

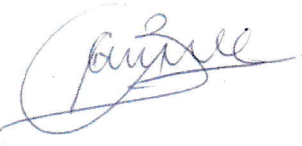
- (i) 'Breach' of the Code includes any conduct which the Department, in its discretion, reasonably believe is, or may lead to, a contravention of the Code including conduct in any way connected with the Activity.
 - (ii) 'Related Entities' means the Organisation's members, affiliates, and all other persons in the Organisation's sport over whom the Organisation can influence, control, or in relation to whose conduct the Organisation sets rules, standards or guidelines.
 - (iii) 'Timely Notice' means giving written notice to the Department as soon as practicable and within seven days.
 - (iv) 'Unresolved Breach' means a Breach of the Code or a complaint of a Breach of the Code, that has not been, or is not being, investigated, assessed or resolved at the appropriate level in accordance with the Code.
- (a) The Organisation agrees to actively promote the Code in the Organisation's sport and to all Related Entities.
 - (b) The Organisation agrees to take all reasonable steps to ensure compliance with the Code by the Organisation and all Related Entities
 - (c) The Organisation agrees to provide Timely Notice of any Unresolved Breach by the Organisation or Related Entities of which the Organisation becomes aware.

The Department may suspend or withhold payments under this Agreement in whole or in part if the Organisation or Related Entities refuse or fail to resolve a Breach of the Code or an Unresolved Breach to the Department's satisfaction.

Execution

SIGNED for and on behalf of the STATE OF VICTORIA represented by and acting through the Department of Health and Human Services, ABN 74 410 330 756, by


Name and position of authorised representative Tim Burke
Assistant Director,
Community Sport and Recreation

Sign here: 

Date: 1 October 2018

Witness

Name of witness Bernadette King
Group Manager, Industry Development

Sign here: 

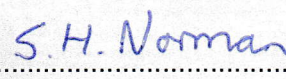
Date: 1 October 2018

SIGNED for and on behalf of VICTORIAN HANG GLIDING & PARAGLIDING ASSOCIATION, ABN 29 852 506 455, by the following authorised delegates of VICTORIAN HANG GLIDING & PARAGLIDING ASSOCIATION.

Complete this section including your name and position details

Name and position of authorised representative

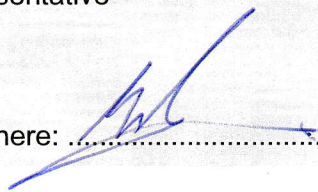
S.H. NORMAN
VHPA Site Dev. Officer

Sign here: 

Date: 11 Oct. 2018

Name and position of second authorised representative

M. Pike
VHPA HGFA Rep.

Sign here: 

Date: 11 Oct. 2018

