# Environmental Grants 21/22

# Funding Agreement for Financial Assistance

## Grant Details

**Grant Number:** xx

**Recipient:** xx

**Project:** xx

**Maximum Funding Amount:** xx

## Funding Term

**Commencement Date:** Upon receipt of the Funding Agreement signed by both parties and a valid Invoice

**Completion Date:** 31 December 2022

## Terms & Conditions

The provision of funds is subject to a number of Terms & Conditions that must be agreed to by the recipient prior to the release of funds.

1. The recipient agrees that access to the funding can only be obtained by signing and returning these Terms & Conditions and a valid invoice for the funding amount within 21 days of issue of this Agreement. No funds will be released until these documents have been received and processed by Council.
2. The funding is the total amount available. Additional ‘top-up’ funding is not available if your project goes over budget.
3. The individual/organisation must deliver the project as stated in their funding application or as agreed in writing with Northern Beaches Council.
4. **Any variation to the project** must be agreed to in writing by Northern Beaches Council prior to the variation occurring. Grant recipients must write to the Manager Environment Resilience and Climate Change, outlining the reasons for the proposed variation of grant and provide an outline of the new/altered project including any budget or timeline variations. Allow a minimum of two weeks processing time when requesting a variation.
5. The recipient acknowledges that the **funds provided must be expended** on the specified components of the funded project by **31 December 2022.** If the project has not been completed by this date, Council requires immediate repayment of the unspent balances. In extenuating circumstances an extension may be granted. Please contact us to negotiate an outcome by 30 November 2022 if you think your grant will not be expended in time.
6. The recipient will provide appropriate public **acknowledgement of Northern Beaches Council’s contribution** to the funded project **using the Northern Beaches Council logo** on all relevant project materials and mention in any media release. When requested, Council will supply recipients with Council’s logo in various formats and guidelines for its use. Recipients must forward all draft artwork prior to publication to review and ensure compliance with Council’s branding requirements.
7. The recipient is able to apply to other grant programs offered by the Council within the same financial year, however applications to these other programs cannot relate to the project being funded under this agreement. i.e. you cannot fund the same project using two different Council grants.
8. The recipient must, with all due diligence and in accordance with best practice, carry out the project as outlined in their application and considering all relevant applicable laws, **including in accordance with the prevailing COVID-19 safety guidelines.** The recipient, in carrying out the project, must also comply with relevant policies of Northern Beaches Council, e.g. [Disability Action Plan (DIAP)](https://www.northernbeaches.nsw.gov.au/sites/default/files/DIAP_2017_2021_June.pdf), [Single Use Plastic Policy](https://files.northernbeaches.nsw.gov.au/sites/default/files/documents/policies-register/single-use-plastics/single-use-plastics/singleuseplasticspolicy-current-20170822.PDF), [Waste Avoidance Catering Guide](https://northernbeaches.sharepoint.com/:w:/r/sites/intranet/Shared%20Documents/Waste%20Avoidance%20Catering%20Guide.DOCX?d=w236de6f6e80b4cfe8e461a53197de894&csf=1&web=1&e=AQ69El), and [Waste Minimisation Policy](https://northernbeaches.sharepoint.com/:b:/r/sites/intranet/Shared%20Documents/Waste%20Minimisation%20at%20Functions%20and%20Events%20for%20Council%20Policy%20-%20CURRENT%20-%2020170822.PDF?csf=1&web=1&e=e0NGUt), which are on Council’s website.
9. **Public Liability** – The recipient’s public liability insurance must be maintained for the term of the funding agreement.
10. **Child Safety obligations** – If you advised in your application that children would be involved in your project, and if you have not already done so, please provide your organisation’s Child Protection Policy (where applicable) and ensure Working with Children checks are valid and up-to-date.
11. **Aboriginal Protocols** – Where appropriate and applicable, follow Aboriginal cultural property protocols and consult with local Aboriginal communities/elders. Ensure adherence to Indigenous Cultural and Intellectual Property (ICIP). Refer to: <https://www.aboriginalheritage.org/>
12. **Partial Funding** – Where your grant offer is less than you requested, by accepting partial funding, you agree to deliver the specific components of the project as described in your application or deliver it on a smaller scale, and if applicable, have capacity to fund the remaining part of your project from another source.
13. **Owners consent -** If your project involves works on a Council owned asset (such as the installation of solar panels on a Council owned building), Owners Consent to undertake the works must be granted by Council prior to the release of grant funding. For works on any other building, the owners’ consent must be provided by the owner of the building in writing (refer to the “Owner’s consent for works” section in the Environmental Grants Guidelines).
14. At the completion of the project, the recipient will provide Northern Beaches Council with:
    1. **An Acquittal Report** about the success of the project in terms of the agreed outcomes, relevant data and lessons learnt **no later than one month after the agreed completion date of the project, or by** **31 January 2023**. A report template form will be available online through SmartyGrants via secure login.
    2. **An income and expenditure statement** – (see page 6 for an example). You must retain records of expenditure as you may be asked to provide further documentation and evidence of expenses, such as paid invoices, receipts, and copies of bank statements.
15. If the recipient **breaches any of these Terms & Conditions**, or the project outcomes are deemed to be in conflict with Council’s Values or Community Strategic Plan, Northern Beaches Council reserves the right to terminate the agreement and withhold, or reclaim, in part or in whole the funding at its discretion.

**Acceptance of Conditions:**

I, xxxx, on behalf of xxxx, accept and agree to be bound by and comply with the following conditions of this Funding Agreement.

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position (if applicable) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: If applying on behalf of an organisation, this Agreement must be signed by the General Manager or officer delegated with authority to bind the Recipient organisation.

**Approval of Agreement** between Northern Beaches Council and xxxx:

Signed for and on behalf of Northern Beaches Council by

Manager Environment, Resilience & Climate Change

Date:

**IMPORTANT NOTE***:*

In order to be eligible for funding, applicants must have met the terms and conditions relating to any previous funding agreements, and if requested, be able to demonstrate that they are on track to deliver and complete current projects as per their funding agreement.

**Helpful information:**

To be valid, your Tax Invoice requires all of the following information to appear on it in print:

* Your ABN \*
* Your Business Legal Name (if organisation)
* Your Business Address (if organisation)
* Invoice number (please check that is correct)
* Date of invoice
* Description – please include [grant number] and [project title]
* Amount paying (plus GST where applicable)
* EFT bank details
* Email address for remittance advice to be sent.

\* If you or your organisation does not have an ABN, you must send an Invoice with the name of the person we are paying (instead of a business name), their address and complete the ATO Statement by a Supplier form (copy included for those requiring).

**Please return** thesigned **Agreement with your valid Tax Invoice by xxxx** via:

Email: [environmentalgrants@northernbeaches.nsw.gov.au](mailto:environmentalgrants@northernbeaches.nsw.gov.au)

If the signed Agreement is not returned by this date, the offer of funding will be reviewed.

Please retain a copy of this document for your records.

**GUIDE HOW TO PREPARE FINANCIAL OPERATING STATEMENT**

**(INCOME AND EXPENDITURE)**

**Income and Expenditure Account**

Since the non-for-profit organisation’s main purpose is to provide a service for the community or its members and not to make a profit, they do not use the terms ‘profit’ or ‘loss’ in the accounting statements.

Instead of Profit and Loss Accounts, non-profit organisations prepare Income and Expenditure Accounts. If, in the process or providing a service, the organisation makes a profit, it is called a Surplus. A loss is called a Deficit. The surplus or deficit is calculated in the Income and Expenditure Account.

Step 1. List and total up all revenue income applying to the project in question only, including any profits from special events/services.

Step 2. List, total up and deduct all revenue expenditure applying to the project in question only, including any losses from special events/services.

When total income exceeds expenditure the organisation makes a Surplus.

When total expenditure exceeds income the organisation makes a Deficit.

**Example:**

**The Environment Collective**

(Please use your organisation letterhead to create your Operating Statement)

**Income and Expenditure Statement**

for the project: **CACXXX, Youth Workshops** held on 3 May 2021

|  |  |  |  |
| --- | --- | --- | --- |
| **INCOME** | **$ (excl. GST)** | **EXPENDITURE** | **$ (excl. GST)** |
| Northern Beaches Council Grant CACXXX | 3,000.00 | Consultancy / Tuition fees | 3,500.00 |
| Own contribution / Fundraising | 2,000.00 | Rent / Hall hire | 500.00 |
| Fees charged | 200.00 | Advertising | 800.00 |
|  |  | Materials / supplies | 300.00 |
|  |  | Printing | 100.00 |
| **TOTAL INCOME** | **5,200.00** | **TOTAL EXPENDITURE** | **5,200.00** |

**Statement of Compliance**

The Environment Collective has fully complied with the terms and conditions of the grant funding received. The grant funding of $3,000 has been completely expended and the financial operating statement attached to this acquittal statement is a true and accurate statement of the spending of the grant in order to complete the project.

Name: Position: Signature: Date: