

VICTORIAN COMMON FUNDING AGREEMENT

Schedule

Parties

Department of Energy, Environment and Climate Action
(ABN 90 719 052 204)

and

<Organisation Name>

(<ABN or ACN> <number>)

Date: <DD/MM/YYYY>

Parts of this Agreement

This Agreement is made up of the following parts:

- Details
- Schedule
- Terms and Conditions
- Attachments (if any)

Background

- A.** The Organisation and the Department acknowledge their partnering approach to working together in good faith to achieve the objectives of this Agreement.
- B.** The Department creates liveable, inclusive and sustainable communities that support jobs and growth in Victoria. We recognise the link between the built and natural environment in the quality of our lives, and work to accommodate population growth while maintaining world class liveability and protecting our heritage for future generations. The Organisation and the Department share a vision to improve the outcomes for people in Victoria. Through this Agreement, the Organisation and the Department will engage with each other cooperatively and collaboratively to achieve this vision.
- C.** The Department will provide the Funding to the Organisation to deliver the Activity.
- D.** The Organisation will accept the Funding and use it for the delivery of the Activity in accordance with the terms of this Agreement.

EXECUTED for and on behalf of the STATE OF VICTORIA represented by and acting through the Department of Energy, Environment and Climate Action, ABN 90 719 052 204, by:

Name and position of authorised representative

<Name>

<Position>

Sign here:

Date:

Witness **<(remove Witness if using Adobe sign)>**

Name of Witness

<Name>

Sign here:

Date:

EXECUTED for and on behalf of **<Organisation Name> <ABN or ACN> <number>**, by the following authorised delegate of **<Organisation Name>**.

Complete this section including your name and position details

Name and position of authorised representative

<Name>

<Position>

Sign here:

Date:

Name and position of second authorised representative

<Name>

<Position>

Sign here:

Date: <DD/MM/YYYY>

Details

- | | |
|--|--|
| 1. Department (clause 1.1) | The State of Victoria as represented by the
Department of Energy, Environment and Climate
Action
(ABN 90 719 052 204) |
| 2. Organisation (clause 1.1) | <Organisation Name> (<ABN or ACN> <number>) |
| 3. Start Date (clause 1.1) | <DD/MM/YYYY> |
| 4. End Date (clause 1.1) | <DD/MM/YYYY> |
| 5. Dispute Resolution Officer (clause 1.1) | <select Director/Regional Director/Executive Director
of the Department/Not Nominated> |
| 6. Organisation's Primary Contact (clause 1.1) | <Name> |
| 7. Organisation's address | <Address> |
| 8. Organisation's phone number | <Number> |
| 9. Organisation's email address | <Address> |
| 10. Organisation's facsimile | <Optional: Insert number OR n/a> |
| 11. Department's Primary Contact (clause 1.1) | <Name> |
| 12. Department's address | <Address> |
| 13. Department's phone number | <Number> |
| 14. Department's email address | <Address> |
| 15. Department's facsimile | <Optional: Insert number OR n/a> |

Schedule

Re: <Activity Name>

Item 1: Activity details

(read with 'Terms and conditions' clause on *Funding*)

What the Funding is for

<Insert Service/Project description being funded, OR the description the applicant submitted on their application form if applicable, OR briefly describe the Activity>

The Organisation will deliver the Activity in accordance with the Project Plan, as amended from time to time.

The Activity does not include using the Funding for political campaigning or advocacy activities for political parties.

The Department acknowledges the potential complexities the Organisation may encounter in delivering the Activity. Accordingly, this Agreement:

- **(Flexibility)** provides flexibility for the Organisation to:
 - propose changes to Activity deliverables or the budget specified in the Schedule, but not to the amount of Funding (see 'Item 3: Activity deliverables and payments' for applicable terms and conditions); and
 - transfer a percentage of the total budget between expenditure items (see 'Item 4: Budget' for applicable terms and conditions).
- **(Unexpended Funding)** recognises the Organisation may not expend all available Funding and requires the Organisation to repay unexpended amounts at the completion of the Activity (see 'Item 3: Activity deliverables and payments' for applicable terms and conditions).

The Organisation is required to:

- **(Victorian Energy Efficiency Certificates)** ensure the Activity includes participation in the Victorian Energy Upgrades (VEU) program and creation of Victorian Energy Efficiency Certificates (VEECs);
- **(Subcontracting)** assume responsibility for the quality assurance of energy efficiency upgrades delivered by subcontractors under the Agreement and provide evidence to the Department demonstrating this (see 'clause 10: Assignment and Subcontracting' of the Terms and Conditions); and
- **(Co-contribution)** provide a cash co-contribution in accordance with the application guidelines and Item 4: Budget.

Why the Department is Funding this Activity

The Department is Funding the Activity to assist the Organisation to undertake eligible energy efficiency and electrification upgrades to social housing properties.

The Department's primary objectives are to:

- reduce energy bills of social housing renters, including gas bills by supporting fuel shifting to electric appliances;
- improve thermal comfort of dwellings and associated health and wellbeing benefits;
- improve household resilience to climate change; and
- reduce greenhouse gas emissions.

The Department's secondary objectives are to:

- build capability and support jobs in the energy efficiency, building trades and equipment supply sectors;
- gain greater understanding of social housing energy efficiency baseline and post-upgrade energy performance;
- contribute to the development of specifications and knowledge to inform future social housing upgrades and procurement approaches; and
- gain greater understanding of health and wellbeing impacts of energy efficiency upgrades.

Activity start date and end date

The Activity described in this Schedule starts on <DD/MM/YYYY> and ends on <DD/MM/YYYY>.

The people/groups who are intended to benefit most from this Activity are:

<Insert Beneficiaries>.

This Activity is intended to benefit people or groups living in the following places:

<Insert Name of LGAs, whole of Government regions or statewide>.

Item 2: Funding

(read with 'Terms and conditions' clause on *Funding*)

- The funding for the Activity comes from the Energy Efficiency in Social Housing Program's Community Housing Upgrades stream.
- The total funding for the Activity is \$<Amount>. This amount is excluding GST.
- The Funding will be paid as outlined in the Activity Deliverables and Payments Table and within thirty (30) Business Days of the Organisation providing accepted evidence that demonstrates that the Organisation has completed agreed actions.
- The Organisation shall advise the Department if the Activity is completed for less than the original total project budget. In such an event the Funding shall be reduced on a pro rata basis and such reduction in the Funding shall be deducted from the final grant payment or may be otherwise recovered from the Organisation.
- If the Organisation fails to fulfil, or is in breach of any of its obligations under this Agreement, and does not rectify the omission or breach within 10 Business Days of receiving a notice in writing from the Department to do so, the Department will be entitled to terminate this Agreement and may recover from the Organisation any part of the Funding which:
 - a) has not been legally committed for expenditure by the Organisation in accordance with this Agreement and payable by the Organisation as a current liability (written evidence of which will be required) by the date the notice of termination is given; or
 - b) has not, in the Department's reasonable opinion, been expended by the Organisation in accordance with the terms and conditions of this Agreement.

Item 3: Activity deliverables and payments

(read with 'Terms and conditions' clause on *Funding*)

Activity Deliverables and Payments Table				
Deliverable or milestone	Demonstrating the deliverable is complete	Evidence due date	Department contribution amount (%)	Maximum milestone payment amount (excl. GST)
Milestone 1 Project initiation	- Executed Funding Agreement between the Organisation and the Department - Any other evidence and information required by the Department to demonstrate satisfaction of this Milestone and compliance with this Agreement	Upon execution of the Funding Agreement and associated M1 deliverables	40%	<insert>
Milestone 2 Project confirmation	- Submission of a completed Project Upgrades Tracker for the project(s): - Location and description of properties, their condition and existing equipment (e.g. heating and cooling, insulation, hot water and cooking) - Target renter group at each property - Type of energy efficiency upgrade(s) at each property - Expected costs for each upgrade at each property - Confirmation that properties to be upgraded are owned or managed by the Organisation, were built prior to 2005, are less than five stories, and are intended to be retained for more than 10 years - Evidence that property assessment(s) have been completed including all quotes to date associated with each property upgrade - Confirmation of accepted quote	<DD/MM/YYYY>	40%	<insert>

	• Updated Budget (DEECA Template) (Attachment 2) demonstrating project expenditure to date • Progress Report noting outcomes of the property assessment (Attachment 3) • Updated Renter Engagement Plan (Attachment 5) • Confirmation that the contractor is a VEU Accredited Provider or Solar Victoria Authorised Retailer (where applicable) • Confirmation that the upgrade product is on the approved list (VEU Register of Products or Solar Victoria Product List) • Updated Risk Management Log (Attachment 7) • Any other evidence and information required by the Department to demonstrate satisfaction of this Milestone and compliance with this Agreement			
--	---	--	--	--

Milestone 3 Project completion	• Final invoice/s of all upgrade works including: ○ Itemised list of products including make and model ○ Victorian Energy Efficiency Certificate (VEEC) value ○ Value of other rebates claimed • Compliance certificates ○ Building and Plumbing Commission Certificates ○ Energy Safe Victoria Certificate of Electrical Safety • Updated Budget (DEECA Template) demonstrating project expenditure to date (Attachment 2) • Final Report (Attachment 4) • Submission of updated Project Upgrades Tracker (Attachment 6) • Photo/s of the completed works at each property • Statutory Declaration, Statement of Assurance or Audit Report (Attachment 8) • Any other evidence and information required by the Department to demonstrate satisfaction of this Milestone and compliance with this Agreement	<DD/MM/YYYY>	20%	<insert>
Total			100%	\$XXXX.00

- The Organisation must complete the Activity as agreed, meeting all actions and providing evidence as required in the Activity Deliverables and Payments Table.
- If any Funding remains unexpended at the completion of the Activity then the Organisation must immediately repay that amount to the Department.
- The Organisation from time to time may give written notice to the Department proposing a variation to the Activity, the Start Date, the End Date, or any Activity deliverable or budget specified in the Schedule, but not to the amount of Funding. If the Department, in its sole discretion, gives written notice agreeing to the proposed variation, the Schedule will be deemed to be varied accordingly.

Item 4: Budget

(read with 'Terms and conditions' clause on *Funding*)

Activity forecast budget

- The budget forecast for the Activity is outlined in Attachment 2 – Budget (DEECA Template)

Contributions

- Contributions means:
 - o **\$xx** (excluding GST) from the Organisation, as calculated in Attachment 2 – Budget (DEECA Template)
- The Organisation must immediately notify the Department in writing if:
 - any Contribution is withheld, suspended, withdrawn, cancelled or otherwise not paid by the Organisation as contemplated by the Activity Budget;
 - any third party has sought or is seeking any refund or repayment of any amount of the Contribution previously paid by the Organisation and applied towards the Activity; or
 - the Co-funding Proportion has or will fall below **[#]%**.
- If the Department, in its sole discretion, rejects a revision proposed under paragraph b), the Department may do one or more of the following:
 - revoke its grant of the Funding;
 - reduce the Funding amount and any Funding instalment to be paid by the Department to the Organisation to the extent necessary to ensure the Co-funding Proportion is maintained; or
 - if any part of the Funding has previously been paid by the Department to the Organisation, cease any further payment of Funding to the Organisation.

Flexibility with budget expenditure

- Up to ten (10) per cent of the total budget can be transferred between expenditure items without the Department's approval. Approval is required for higher amounts.

Item 5: Reporting requirements

(read with 'Terms and conditions' clauses on *Reporting* and *Assets*)

- Progress reports (**Attachment 3**) must be completed using the appropriate Department template. This report must be signed by an authorised delegate from the Organisation provided at the time set out in the Activity Deliverables and Payments Table.
- The final report (**Attachment 4**) must be submitted by the project completion date set out in the Activity Deliverables and Payments Table.
- The final report must be completed using the Department's template. It includes a financial acquittal report. This report must be signed by an authorised delegate from the Organisation.
- The Organisation must, at its own cost and expense, also provide one of the following financial assurances (**Attachment 8**) to accompany the financial acquittal report:
 - a Statutory Declaration**, where the total Funding paid is **\$250,000 or less**, being a statutory declaration made by an authorised officer of the Organisation verifying that the Eligible Activity Expenditure has been incurred and that the Funding has been expended in accordance with this Agreement; or
 - Statement of Assurance**, where the total Funding paid **greater than \$250,000 and less than \$1,500,000**, being a statement prepared by an independent suitably qualified accountant or firm confirming that the amount of expenditure incurred on the Activity and the

expenditure of the Funding is true and fair and has been assessed in accordance with the requirements of this Agreement; or

- c) **an Audit Opinion**, where the total Funding paid **exceeds \$1,500,000**, being an independent audit opinion prepared in accordance with Australian Auditing Standards confirming the amount of Eligible Activity Expenditure incurred on the Activity and the expenditure of the Funding. An Audit Opinion must be prepared by a person who is not an officer or employee of the Organisation and is:
 - (i) a person who is registered as a company auditor under a law in force in the State; or
 - (ii) a member of the Institute of Chartered Accountants in Australia or of the Australian Society of Certified Practising Accountants.
- i) The Department may, at any time and in its absolute discretion, require the Organisation to provide additional or alternative financial assurances, notwithstanding any applicable financial threshold.
- j) The Organisation must provide additional information that the Department requests in relation to the evaluation of the program(s) through which this Funding is provided. The Department must make only reasonable requests and should give notice of at least twenty (20) Business Days.

Item 6: Activity specific requirements

- k) Acknowledgement and Publicity (to be read with clause 4.17)
 - 1. The Organisation will acknowledge any financial and other support from the Victorian Government according to the *Acknowledgement and Publicity Guidelines* as amended from time to time, which can be found on the Department's website at <https://www.deeca.vic.gov.au/grants>.
 - 2. The Department reserves the right to publicise and report on awarding the Funding to the Organisation.
 - 3. The Organisation must not make any public statements or communications, or publish any media releases, in relation to this Agreement, other than disclosures that the Organisation is required to make under the rules of any applicable stock exchange, without first providing a copy of the statement, communication or media release to the Department and obtaining the prior written approval of the Department (not to be unreasonably withheld).
- l) The Department agrees to assist the Organisation to meet its objectives and to comply with the conditions of this Agreement by:
 - a) responding to and providing comments on reports, papers, proposals, projects and outcomes
 - b) providing support and advice to the Organisation's Representative on issues relating to the Activity
 - c) nominating the Department's representative
- m) The Organisation must inform the Department in writing within ten (10) Business Days whenever there is a change in the Organisation's Constitution, structure, management or operations which could reasonably be expected to affect the Organisation's eligibility for the Funding or have an adverse effect on the Organisation's ability to comply with its obligations under this Agreement.
- n) If the Organisation is an Aboriginal and Torres Strait Islander corporation registered under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth), the Organisation must notify the Department within 5 Business Days of any of the following circumstances arising:
 - a) the Registrar gives the Organisation a written notice because the Organisation may have failed to comply with the Act or its constitution or there has been an irregularity in the Organisation's affairs;

- b) the Organisation is placed in receivership, administration, or is wound up or deregistered;
 - c) the Registrar convenes a general or annual general meeting of the Organisation; or
 - d) the Registrar or the Court disqualifies a person from managing the Organisation.
- o) If the Organisation is registered under the *Corporations Act 2001* (Cth), in the event that the Organisation applies to come under, receive a notice requiring the Organisation to show cause why the Organisation should not come under, receive a notice or an application from any other person for the Organisation to come under or have otherwise come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) or an order has been made for the purpose of placing the Organisation under external administration, the Organisation must inform the Department in writing within five (5) Business Days of the date of the making or receipt of such notice of application or the making of such an order.
- p) If either party is unable to perform its obligations due to an event that is beyond its reasonable control, the obligation will be suspended while the event continues.
- q) The Organisation must notify the Department of any circumstances or the occurrence of any event that adversely affect the ability of the Organisation to fulfil its obligations under this Agreement immediately upon the organisation becoming aware of the circumstances or event.
- r) Funding of an Activity does not constitute a permit from the Department or from Local Government Authorities. The Organisation is responsible for obtaining all necessary permits required in relation to the Activity including but not limited to the following:
- a) Any planning permits that are required
 - b) Any building permits that are required
 - c) Any heritage approvals that are required.
- s) The Licence does not extend to intellectual property which is based on, or related to, Aboriginal cultural knowledge, except by prior agreement between the Department and the Organisation, acting in consultation with First Peoples - State Relations.

Item 7: Attachments

- Attachment 1 – Project Plan
- Attachment 2 – Budget (DEECA Template)
- Attachment 3 - Progress Report Template
- Attachment 4 – Final Report Template
- Attachment 5 – Renter Engagement Plan
- Attachment 6 – Project Upgrades Tracker
- Attachment 7 – Risk Management Log
- Attachment 8 – Statutory Declaration, Statement of Assurance and Audit Opinion templates