

Community Road Safety Grants
PO Box K659
Haymarket NSW 1240

[insert recipient details]
(the Recipient)

LETTER OF OFFER COMMUNITY ROAD SAFETY GRANTS PROGRAM 2018

Terms and conditions of funding

The provision of funds from the Community Road Safety Grants Program by Transport for NSW (TfNSW) is subject to the terms and conditions set out in this letter.

If the Recipient is prepared to accept the terms and conditions of funding set out in this letter, please sign this letter and return it to [Community Road Safety Grants, PO BOX K659, Haymarket, NSW 1240] **within 14 days** of the date of this letter. Please retain a copy of this letter for your records.

Funding

1. The Recipient acknowledges that funding of \$[insert] (the **Grant**) has been approved to undertake [insert project activity] (the **Project**) under the Community Road Safety Grants Program.
2. The Recipient acknowledges that the Grant provided must be completely expended on the Project by [insert time] (**Expiry Date**). If the Project has not commenced, been completed or all of the Grant has not been expended by the Expiry Date, TfNSW may withdraw the Grant or any unspent balance of the Grant, or require immediate repayment of the Grant or any unspent balance of the Grant, at its discretion.
3. The Recipient acknowledges and agrees that:
 - (a) TfNSW is dependent for the Grant provided on budget allocations by the Governments of the State of New South Wales;
 - (b) the Recipient may not claim any compensation or damages from TfNSW for any revocation, non-renewal or variation arising as a result of changes to budget allocations referred to in clause 3(a); and
 - (c) the Grant must only be used in accordance with this letter and to conduct the Project.
4. Any variation to the Project, as detailed in the application form, must be agreed to in writing by TfNSW.
5. The Grant is the total amount available and no amount will be added to it to account for any GST liability of the Recipient.
6. The Recipient agrees that access to the Grant can only be obtained by signing and returning this letter to TfNSW (within 14 days of the date of this letter).
7. If, for whatever reason the Recipient is unable to proceed with the Project, the Recipient will inform TfNSW as soon as possible in writing and immediately repay the Grant to TfNSW.
8. If the Recipient breaches any of the terms and conditions of this letter, TfNSW reserves the right to withhold or reclaim in part or in whole the Grant at its discretion.

Conduct of the Project

9. The Recipient must carry out the Project in accordance with law and applicable guidelines and quality assurance standards.
10. The Recipient must keep full and accurate records of the conduct of the Project including, without limitation, in relation to the receipt and use of the Grant (including how the Grant is expended) and progress against timeframes. Such records and accounts must be retained by the Recipient for a period of no less than 7 years after completion or termination of the Project.
11. The Recipient must give TfNSW (and any persons authorised by TfNSW including, but not limited to, the Auditor General of NSW or the Privacy Commissioner) access to premises where the records referred to in clause 10 are stored or where work under the Project is undertaken at all reasonable times and allow such persons to inspect and copy those records for purposes associated with this letter or any review of performance under this letter.
12. The Recipient must:
 - (a) liaise with and provide information to TfNSW in relation to the Project as reasonably required by TfNSW from time to time;
 - (b) comply with any and all of TfNSW's reasonable requests, directions or monitoring requirements; and
 - (c) provide all reasonable assistance requested by TfNSW and persons authorised by it under clause 11 where they exercise the rights referred to under clause 11.
13. The Recipient will provide TfNSW with:
 - (a) A financial statement of income and expenditure in relation to the Project certified as true and correct by a duly authorised employee or officer of the Recipient within one month of completion of the Project;
 - (b) An Acquittal certificate in the form annexed to this letter within one month of completion of the Project; and
 - (c) A (brief) written report on the achievements of the Project against agreed objectives and/or performance indicators within one month of completion of the Project.
14. TfNSW reserves the right to publicise and report on the awarding of the Grant to the Recipient and may do this by including in media releases, general announcements about the Grant and in annual reports the Recipient's name, the amount of funding given to the Recipient and the title and a brief description of the Project.
15. The Recipient agrees to:
 - (a) Without limitation to clause 15(b), acknowledge TfNSW's contribution in any written material in relation to the Project; and
 - (b) obtain TfNSW's prior written approval to each public announcement the Recipient makes in respect of the activities of the Recipient under this letter or which mentions the Project, the Grant, TfNSW or uses TfNSW's name or logo. TfNSW may give written pre-approval in respect of announcements and publications (including how TfNSW's name or logo is to be used). In giving its approval, TfNSW may impose such terms and conditions as TfNSW thinks fit.
16. The Recipient:
 - (a) grants to TfNSW a non-exclusive, royalty free licence to use any documents, equipment, software, goods, information or data (and the intellectual property rights in such materials) prepared as part of, or for the purpose of performing this letter or the Project (**Project Material**);
 - (b) represents and warrants that it has authority to licence the Project Materials to TfNSW; and



- (c) must hold or obtain consents from all authors of Project Material for the use and adaptation of the Project Material by the Recipient or TfNSW, without restriction and without any requirement to attribute the Project Material to its authors.
17. To the maximum extent permitted by law, the Recipient agrees to indemnify and keep indemnified TfNSW and its officers, employees and agents from and against all actions, proceedings, claims, demands, losses, costs, liabilities and expenses (including the costs of defending or settling any of these) in respect of:
- (a) the death or illness of, or injury to, any person;
 - (b) loss of or damage to any property; or
 - (c) economic loss,
- directly or indirectly caused by, or arising out of or in connection with, the Project, the Grant, this letter, or any other understanding between the Recipient and TfNSW, except where that liability arises from any unlawful or negligent act or omission of TfNSW or its officers, employees and agents while in the course of their duties.
18. The Recipient cannot assign, novate or otherwise transfer any of its rights or obligations under this letter without the prior written consent of TfNSW.
19. This letter may only be varied by a document signed by or on behalf of each party.
20. To the extent permitted by law, in relation to its subject matter, this agreement embodies the entire understanding of the parties, constitutes the entire terms agreed by the parties and supersedes any prior written or other agreement of the parties.
21. TfNSW may, for its sole convenience and at its absolute discretion, assign, novate or otherwise deal with any of its rights or obligations under this letter without the Recipient's consent. The Recipient must execute any document reasonably required to give effect to the assignment, novation or other dealing.
22. The laws of New South Wales govern the terms of this letter. TfNSW and the Recipient submit to the non-exclusive jurisdiction of the courts of New South Wales.

Signature of authorised signatory for
Recipient organisation:

Name:

Position in Recipient organisation:

Name of Recipient organisation:

ABN of Recipient organisation:

Date:

Sign and date one copy of this letter of offer and retain it for your records.

Sign and date another copy of this letter and return to TfNSW at the address above.

ACQUITTAL CERTIFICATION STATEMENT BY RECIPIENT

Certificate by two authorised office bearers of the Recipient

We, [insert name] _____

and [insert name] _____

certify that the information contained in the financial statement of income and expenditure in relation to the Project referred to in clause 13(b) of the letter of grant, books, financial records and financial reports

of [insert details] _____

present the truth, fairness and accuracy of the accounts including the notes to the accounts of the organisation as at [insert date] _____ .

We confirm that: [DELETE 1 OR 2 AS APPLICABLE]

1. An amount equal to the total Grant paid (\$[insert amount]) **has been expended** on the Project in accordance with the terms and conditions of the Funding Agreement dated [insert date] with the Transport for NSW

OR

2. The total Grant of \$[insert amount] **has not been expended**. An amount of \$ [insert amount] has not been expended and –

a cheque for this amount made payable to the [insert department name] is attached.

OR

we have today transferred by EFT (electronic funds transfer) this amount into the bank account of Transport for NSW.

All funds were expended in accordance with the terms and conditions of the Funding Agreement dated [insert date] with Transport for NSW.

AND

A complete set of accounting and financial records relevant to the Project have been maintained.

Date:

Signature: x

Name: [insert name]

Position: [insert details]

Witness signature: x

Witness name: [insert name]

Date:

Signature: x

Name: [insert name]

Position: [insert details]

Witness signature: x

Witness name: [insert name]