



Deed for Social Sector Transformation Fund – Open Grant 2021

PARTICULARS OF THIS DEED								
Between	We, Our or Us:	The Crown in the right of State of New South Wales acting through the Department of Communities and Justice (ABN: 36 433 875 185)						
	You or Your:	[Legal Name of org] ABN: XX						
Term	Start Date: XX	[Note to Provider: A start date will be automatically populated with the DocuSign 'Completion' date when the Deed is fully executed.]						
	End Date: 30 June 2022							
Project	<p>Social Sector Transformation Fund</p> <p>The NSW Government established the Social Sector Transformation Fund with an allocation of \$50 million. The Fund provides grants to small and medium-sized charities and not-for-profits working in health and social service to help modernise their operations — with a focus on capacity building, better digital service delivery, remote working capabilities and improving business strategies—so the organisations can remain efficient, effective and viable.</p> <p>Grant Process is divided into three tranches:</p> <p>Tranche 1: Grants to be paid directly to all eligible service providers with continuous or ongoing funding arrangements with DCJ or Ministry of Health. No application is required.</p> <p>Small sized providers will each receive a \$20,000 grant and medium sized organisations will each receive a \$40,000 grant through this Deed.</p> <p>Tranche 2: Eligible organisations can apply in an open application process for only one of the following:</p> <ul style="list-style-type: none"> <li>• \$20,000 grant, available for around 500 organisations,</li> <li>• \$50,000 grant, available for up around 300 organisations, or</li> <li>• \$200,000 grant, available to three organisations. (GST exclusive)</li> </ul> <p>Tranche 3: Eligible organisations will provide targeted advisory services to SSTF eligible organisations and general resources and telephone support to the wider sector. DCJ will run a separate procurement process for select organisations to provide this service.</p> <p>This Deed applies to only Tranche 2.</p>							
Project Details	<p><b>The Project must be aligned to one or more of the following SSTF program outcomes:</b></p> <ul style="list-style-type: none"> <li>• Improved capability in staff and organisational process.</li> <li>• Improved efficiencies and effectiveness in service delivery.</li> <li>• Improved business strategies.</li> </ul> <p><b>The Project must be aligned to one or more following categories:</b></p> <table border="1"> <thead> <tr> <th>#</th> <th>Grant Categories</th> <th>Examples of what SSTF will fund</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Personal technology and equipment for a flexible workforce</td> <td>Purchase laptops, mobile phones and tablets to allow staff to be more mobile and work where they are needed or where they prefer to work</td> </tr> </tbody> </table>		#	Grant Categories	Examples of what SSTF will fund	1	Personal technology and equipment for a flexible workforce	Purchase laptops, mobile phones and tablets to allow staff to be more mobile and work where they are needed or where they prefer to work
#	Grant Categories	Examples of what SSTF will fund						
1	Personal technology and equipment for a flexible workforce	Purchase laptops, mobile phones and tablets to allow staff to be more mobile and work where they are needed or where they prefer to work						

2	Organisational infrastructure for a flexible workforce	Purchase of a cloud service to allow for better collaboration in real time over the internet. Purchase/upgrade of servers, wireless network, data storage, or new accounting software.
3	Technology training and support for a flexible workforce	General IT training courses, software training, social media training or training on how to use technology to better engage specific communities or client groups
4	Organisational business improvement	Adapt current work practices to be more effective. Advice on using existing or new technology more efficiently/effectively.
5	Technology training and support for clients	Support clients to use technology in a remote service delivery setting
6	Service delivery or models of care improvement	Review and develop a mixed service delivery model that allows for improved online and face to face services
7	Data and information (cyber) security	Purchase of new hardware or software to improve cyber security. Engage a security expert to test current systems
8	Client relationship or information management system	Purchase of new or upgrade software to manage client information, bookings and client files
9	Organisational capacity building	Develop an IT procurement roadmap; governance and legal support; leadership training/program; strategic plans; or services delivery evaluations
10	Online engagement	Development of a social media and / or digital marketing plan. Purchase ads or run promotions on social media

**Retrospective expenditure of Grant (Applies to only \$20,000 and \$50,000 grants)**

1. You are allowed to utilise up to 50% of the Grant for one or more of SSTF Grant Categories during the periods 2019/2020 and/or 2020/2021 financial years prior to the Start Date:
  - a. reimburse your expenses which occurred ('the Past Expenses'); and/or
  - b. perform services that You were unable to perform due to lack of budget ('the Past Services').
2. Upon request, You must provide copies of tax invoices in support of the Past Expenses.
3. You may utilise the Grant for the Past Services only to the extent where You can demonstrate reduction in services delivered during the periods 2019/2020 and/or 2020/2021 financial years prior to the Start Date.

**Completion Date/s**

The Project is expected to be completed by [ Please fill in the date ]

*[Note to provider: Please ensure the project completion date matches the final completion date as stated in the table below under FY 2021/2022(prior to 30 June 2022)]*

**Note for provider: Insert \$\$ grant spending amount (GST Exclusive) and completion dates in the table below**

Financial Year	Grant \$ Spending	Completion date
Retrospective : 2019/20		
Retrospective : 2020/21( Prior to Deed Issue date)		
FY 2020/2021( From the date of Deed Issue to 30 <sup>th</sup> June 2021		

	<b>FY 2021/2022(prior to 30 June 2022) - Final completion date</b>		
	Any unspent SSTF grant funding as at 30th June 2021 can be carried forward to the next financial year until 30th June 2022		
<b>Grant</b>	Total payment: \$ <b>XX</b> exclusive of GST Payment will be made within seven (7) days from when we receive the signed Deed and after it has been executed. We will provide you with a Recipient Created Tax Invoice (RCTI) once the payment has been made.		
<b>Prohibited Purposes</b>	Any Project or expense that is not directly aligned to one or more of the SSTF Grant Categories in the Project Details.		
<b>Reports (clauses 5, 6 and 7</b>	You are required to provide Us with all reports and information at the times and in a format reasonably specified by Us: <ul style="list-style-type: none"> <li>• For 2020-2021 [refer to the Annual Accountability Process – DCJ to issue a specific template]</li> <li>• For 2021-22 [refer to the Annual Accountability Process – DCJ to issue a specific template]</li> </ul> Your report must cover SSTF Output Measures for each selected Grant Category(s) in your application form. In the Annual Accountability return, You will need to report on the grant amount expended against each of the SSTF Grant Categories as chosen by You by the final Completion Date. Reporting will be aligned with the DCJ annual reporting process [ Annual <a href="#">Accountability</a> link ]		
<b>Our representative</b>	Name: Stephen Chanphakeo	Position: Director, Procurement and Funding Administration	
		Email address: Stephen.Chanphakeo@facns.nsw.gov.au	
	Signature :		
<b>Our witness</b>	Name: Roopa Raha	Position: Manager, Procurement and Funding Administration	
		Email address: roopa.raha@facns.nsw.gov.au	
	Signature :		
<b>Your representative 1</b> Authorised Officer/Company Secretary /Director )	Name:	Position:	
		Email address:	
	Signature :		
<b>Your representative 2</b> Authorised Officer/Company Secretary /Director )	Name:	Position:	
		Email address:	
	Signature :		
<b>Your Bank Details</b>	Account name:		
	BSB:	Account Number :	

## Terms and Conditions of this Deed

### Introduction

1. Capitalised terms have the meanings set out in the Particulars of this Deed, unless the contrary intention appears.
2. We agree to provide You, and You agree to accept, the Grant for the purpose of You carrying out the Project in accordance with the following:
  - a. The Particulars of this Deed;
  - b. the terms and conditions set out below; and
  - c. any Annexures to this Deed.

Any inconsistency or conflict will be resolved by giving priority to the documents or terms in the order they are listed above.

3. In the event of any inconsistency between the Annexures, the earlier referenced Annexures will prevail over the later Annexures. For example, Annexure A will prevail over Annexure B.

### Project

4. You agree to carry out the Project in accordance with this Deed, including:
  - (a) so as to meet any agreed milestones and other timeframes and in any event by the End Date;
  - (b) in accordance with Our reasonable directions at any time;
  - (c) complying with applicable laws and any NSW government policies that we notify you of;
  - (d) not subcontracting any part of this Deed without Our prior written consent and, where Our consent is provided, remaining responsible and/or liable in respect of any tasks or obligations that You are required to perform under this Deed regardless of whether such tasks or obligations are undertaken by Your subcontractors;
  - (e) maintaining accurate records and accounts of the expenditure of the Grant; and
  - (f) providing the reports to us as set out in the Particulars and in the form and with content satisfactory to us, and otherwise reporting to, meeting with and/or consulting with us as we may reasonably require you to do so.

### Reports

5. You agree to provide Us with all reports and information at the times and in the format reasonably specified by Us from time to time during the Term, including in accordance with any reporting requirements:
  - a. stated in the Particulars of this Deed and elsewhere in this Deed; or
  - b. that We may otherwise notify You of from time to time during the Term.
6. You agree to provide reports and information in accordance with, if required by Us:
  - a. applicable policies or guidelines which We specify; and
  - b. relevant Accounting Standards, the meaning of which is as given under the *Corporations Act 2001* (Cth).

7. In addition to any requirements to provide reports or information to Us, You agree to provide Us with any information, records or reports in relation to the Project, the expenditure of the Grant or Your obligations under this Deed, when requested to do so by Us.

### Working with Children Check Clearance

8. If the Project involves child-related work under the *Child Protection (Working with Children) Act 2012* ('CPWC Act'), You agree to:
  - (a) if You are an "employer" for the purposes of section 9 of the CPWC Act, ensure that all mandatory employment screening (referred to in the CPWC Act as the "working with children check clearance") as well as national criminal check have been undertaken on all Your officers, employees, volunteers, agents, contractors and subcontractors ('Personnel') engaged to work in "child-related work" (as defined in the CPWC Act), prior to such Personnel performing any such work; and
  - (b) have risk assessment procedures and risk plans in place to ensure compliance with the CPWC Act.

### Grant and Payment

9. You agree to spend the Grant only for the purposes of undertaking the Project, and not for any Prohibited Purposes, during the period starting on the Start Date and finishing on the End Date.
10. You agree to repay to us any unspent or residual Grant within one (1) month of the End Date, unless otherwise agreed in writing by us.
11. We will pay the Grant to you at the times and on the conditions set out in the Particulars of this Deed.
12. We will process the Grant in a timely, efficient, accountable and responsible manner.
13. We may by notice to you withhold the use and/or payment of any amount of the Grant where we reasonably believe that you have not complied with this Deed or that you are unable to carry out the Project. A notice under this clause will contain the reasons for any payment being withheld and the steps you can take to address those reasons. We will pay any withheld amount once you have to Our satisfaction addressed the reasons contained in a notice under this clause.

### Tax and charges

14. To the extent that any Grant payable under this Deed is stated to be GST exclusive, We will also pay You the GST amount in respect of that Grant, being the amount of GST for which You are liable in respect of the supplies that You make under this Deed for which that Grant is payable, provided that we will not pay an amount of GST on a Grant for which You can claim an input tax credit.
15. To the extent that the Grant payable under this Deed is stated to be GST inclusive, if You are registered for GST and comply with the requirements or criteria in all GST law relating to the issuing of Recipient Created Tax Invoices (RCTIs), You agree to allow Us to issue to You an RCTI in respect of GST applicable to each payment of the Grant during the Term. The following requirements will apply for the duration of the Term:
  - (a) We may issue You with a RCTI for the supply;

- (b) You must not issue a tax invoice in respect of the supplies for which We issue You an RCTI;
  - (c) We are registered for GST and must notify You immediately of any change to Our GST registration status;
  - (d) You are registered for GST and must notify Us immediately of any change to Your GST registration status; and
  - (e) You agree to notify Us if You do not wish to accept this arrangement.
16. If for any reason the RCTI arrangement set out in the above clause is unable to be implemented or ceases, payment of the Grant is subject to You providing Us with a correctly rendered tax invoice in respect of any taxable supply prior to any payment of Grant to You.
17. You will pay all other taxes and charges payable in connection with this Deed.

#### Audits

18. You agree that we may conduct or authorise other persons to conduct audits or reviews concerning this Deed and you will cooperate with us and any other persons authorised by us to conduct such audits or reviews.

#### Acknowledgement

19. You agree to:
- (a) acknowledge the Grant as required by Us
  - (a) acknowledge Our contribution in any written material in relation to the Project in accordance with NSW Government funding acknowledgement signage guidelines: <https://www.nsw.gov.au/nsw-government-brand-guidelines/sponsorship-and-funding-acknowledgement>;
  - (b) not use Our logo or trademarks without our written consent and any use of Our logo in any publicity provisions of any kind (including any brochures, signage, advertising and invitations) must be in accordance with NSW Government Brand Guidelines ; and
  - (c) issue an invitation to Our representative to any significant public event associated with the Grant and where they are able to attend, they are acknowledged as official guests. Where practicable, they should be afforded the courtesy of publicly addressing the event.
20. You acknowledge that the NSW Government may publicise the awarding of the Grant at any time after it is awarded, including your name, the amount of the Grant and the title and brief description of the Project, the electorate and/or town in which the Project is run and any results or outcomes arising out of the Grant.

#### Confidentiality and personal information

21. You agree not to disclose without Our prior consent any information in connection with the Project or this Deed other than as necessary to carry out the Project, with respect to any matter that is public knowledge or as legally required.
22. If the Project involves access to personal information about individuals, you agree to:
- (a) comply with all applicable privacy legislation and any other measures that we may reasonably require to maintain privacy; and

- (b) keep personal information safe and secure, only using it for the purpose of this Deed (or as legally authorised or required) and only disclosing it to third parties with Our prior consent (or as legally authorised or required).

23. You acknowledge and agrees to comply with:

- (c) section 76 of the Community Welfare Act 1987 (NSW);
- (d) section 45 of the Child Protection (Working with Children) Act 2012 (NSW); and
- (e) section 254 of the Children and Young Persons (Care and Protection) Act 1998 (NSW).

24. You acknowledge that we may disclose certain information in relation to the Deed in accordance with our obligations under the *Government Information (Public Access) Act 2009* (NSW) (GIPA Act)

#### Insurance, liability and indemnity

25. You must take out and maintain adequate public liability and workers compensation insurance policies for the Term, with a reputable insurer, and provide us with proof when requested.
26. 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 Projects. It is your responsibility to ensure that contractors (or project partners) that have appropriate skills, qualifications and experience are hired for the work proposed to be carried out, and that all work meets the requirements of this 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.
27. You indemnify us (and Our personnel, officers and contractors) against any claim, loss or damage that we suffer arising from or in connection with the Project. Your obligation to indemnify us (and Our personnel, officers and contractors) will reduce proportionally to the extent any act or omission involving fault of us (and Our personnel, officers and contractors) contributed to the claim, loss or damage.

#### Conflict of interest

You warrant that, to the best of your knowledge, as at the Start Date you do not have a conflict of interest, and no conflict of interest is likely to arise for you, in the performance of your obligations under this Deed. You will notify us immediately as you become aware of the existence or possibility of a conflict of interest and advise in writing the steps You will take to manage or resolve any such conflicts of **Disputes**

28. This clause applies to any dispute which arises between the parties in relation to this Deed:

- a. Subject to subclause (f), each party agrees to not commence or maintain any action or proceedings in any court, tribunal or otherwise without first complying with the process set out in subclauses (b) to (e).
- b. If a party considers that a dispute has arisen it may issue a written notice to the other party, setting out reasonable particulars of the matters in dispute (**Dispute Notice**).
- c. After the issue of a Dispute Notice the nominated representatives of the parties stated in the Particulars of this Deed must promptly, and not later than 5 Business Days after receipt of the Dispute Notice, hold good faith discussions with a view to trying to resolve the dispute.

- d. If the dispute has not been resolved within 10 Business Days after receipt of the Dispute Notice (or such longer period as agreed by the parties), then the dispute must be referred to the senior representatives of the parties (as nominated by the representatives stated in Particulars of this Deed) who must hold good faith discussions with a view to trying to resolve the dispute.
  - e. If the dispute has not been resolved within 20 Business Days after receipt of the Dispute Notice (or such longer period as agreed by the parties), either party may pursue its rights and remedies under the Agreement as it sees fit.
  - f. Nothing in this clause 28 prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief.
  - g. If, after complying with the process set out in subclauses (b) to (e), the parties agree to refer the dispute to a form of alternative dispute resolution to seek to resolve the dispute, then each party agrees to bear its own costs in relation to that form of alternative dispute resolution and bear equally the cost of any person engaged to resolve the dispute under any such process.
29. Notwithstanding the existence of a dispute, the parties agree to continue to perform their obligations under this Deed, unless the nature of the dispute renders it impossible to do so.

#### Termination by Us

- 30. We may terminate this Deed at any time for convenience, on ten (10) business days' prior written notice to you (or on such longer period as may be stated in the termination notice).
- 31. We may, by written notice, immediately terminate this Deed if you:
  - (a) breach this Deed in a way which, in Our opinion, is not capable of remedy;
  - (b) fail to remedy a breach which, in Our opinion, is capable of being remedied, within ten (10) business days of receiving notice from us requiring you to do so, or such longer period as we may reasonably allow, having regard to the particular breach;
  - (c) fail to make reasonable and timely progress in the implementation of the Project;
  - (d) provide misleading or incorrect information in the grant of funding application or as part of this Deed;
  - (e) are declared bankrupt or bankruptcy proceedings are commenced against you or you become subject to any form of insolvency administration;
  - (f) are suspended or deregistered
  - (g) are the subject of proceedings or investigations by ICAC, the police or similar public body.
- 32. Upon notice of termination of this Deed you must immediately:
  - (a) stop undertaking the Project in accordance with the notice;
  - (b) take all reasonable steps to mitigate any costs arising due to early termination;

- (c) return or destroy (as instructed by us) any material that we have supplied to you in connection with this Deed; and
- (d) repay to us any prepayment of the Grant for the Project (or part thereof) not yet carried out at the date of termination, the amount of which is to be determined by us at Our sole discretion based on your evidence in support.

33. If we terminate this Deed for convenience, we will pay you:

- (e) Your reasonable costs and expenses that we are satisfied at Our sole discretion you have unavoidably incurred as a direct result of Our early termination (excluding any loss of profit), up to an amount equal to the value of one month of the Project, less any amount that we may deduct by reason of a previous overpayment of the Grant made in error, a payment owed by you to us under your indemnity or a prepayment of the Grant for the Project (or part thereof) not yet carried out at the date of termination (the amount of which is to be determined by us at Our sole discretion based on your evidence in support).

#### Repayment

- 34. If the Grant has been spent other than in accordance with this Deed or any amount of the Grant is additional to the requirements of the Project, you agree to repay that amount to us unless otherwise agreed. We may deduct any such amount to be repaid under this clause from subsequent payments of the Grant.

#### General

- 35. **(Notices)** Each party agrees to notify the other party of anything reasonably likely to affect the undertaking of the Project or otherwise required under this Deed. A notice under this Deed must be in writing, signed by the party giving notice and addressed to the other party's representative.
- 36. **(Relationship)** You are not Our employee, agent or partner or authorised to bind or represent us
- 37. **(Severability)** If any part of these Terms are found to be void, invalid, unlawful or unenforceable then that provision or part thereof will be deemed to be severed from these Terms and the remaining terms and provisions of these Terms will remain in force and constitute the Deed between you and us.
- 38. **(Terms and conditions that survive beyond the Term)** Any term of this Deed that is capable of continuing to apply beyond the Term will do so including terms and conditions relating to Reports, unspent or residual Grant, liability, indemnity, insurance and intellectual property.
- 39. **(Assignment)** You must not assign your rights in relation to this Deed (and may only transfer your obligations with Our prior consent).
- 40. **(Waiver)** Our failure to exercise or enforce any right or provision under these Terms will not constitute a waiver of such right or provision. Any waiver of any rights or provisions under these Terms will only be effective if it is in writing and signed by us.
- 41. A right or remedy created by the Deed cannot be waived except in writing signed by the party entitled to that right.
- 42. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 43. **(Variation)** This Deed may only be varied in writing, signed by both of us.

44. **(Governing law)** These Terms will be governed by and interpreted in accordance with the laws of New South Wales

and you irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

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