*Sample Consumer Affairs Victoria Funding Agreement for use with grants to Government departments or entities other than not-for-profit organisations or local councils*

Victorian Property Fund

**Funding Agreement**

**This Agreement** is made

**Between**

The **Director of Consumer Affairs** **Victoria** (the “Director”),

And

**{Name of grant recipient}** as further identified in the Schedule(the “Organisation”).

# Background

The Minister for Consumer Affairs has under Section 76(3) of the Estate Agents Act 1980 (the “Act”) approved funding for the project ***{“project name”}*** (the “Project”), and has authorised the Director to enter into this Agreement to provide up to $***{maximum payable}*** made up of $***{funds payable from VPF}*** paid from the Victorian Property Fund and $***{Amount of GST}*** GST to the Organisation for the purposes of the Project as detailed in the Schedule and subject to the terms and conditions of this Agreement.

# Agreement

The parties agree to be bound by the terms and conditions of this Agreement.

# Execution

Signed for and on behalf of the Director of Consumer Affairs Victoria:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signature of Authorised Officer: | |  | | |
| Name: |  | | Title: |  |
| Date: | ........./......../201X. | | | |

Signed for and on behalf of the Organisation:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signature of Authorised Officer: | |  | | |
| Name: |  | | Title: |  |
| Date: | ........./......../201X. | | | |

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1. Definitions
   1. In this Agreement unless the context otherwise requires, the following definitions shall apply:

**“Agreement”** means this agreement and includes the Schedule and any annexures or documents incorporated by reference.

**“CAV”** means Consumer Affairs Victoria.

**“CAV Representative”** means CAV’s principal contact for the Project.

**“Notice of Dispute”** means a notice issued in accordance with Clause 15**.**

**“Project”** means the project referred to on the front page of this Agreement and further described in the Schedule.

**“Project Activities”** means the activities and services to be carried out by the Organisation to implement the Project.

**“Project Manager”** means the Organisation’s principal contact for the Project.

**“Project Staff”** means all persons utilised by the Organisation for the provision of the Project Activities.

1. Duration and Objectives
   1. The commencement and end dates forthis Agreement are specified in the Schedule.
   2. The objectives and delivery requirements for the Project are specified in the Schedule.
2. Insurance
   1. The Organisation must maintain full levels of insurance cover relating to the Project as specified in the Schedule to properly protect its and the Director’s interests for the Project. The Organisation must also comply with all relevant insurance requirements, including conducting and improving relevant risk management practices and incident notification processes.
   2. The Organisation agrees to provide copies of insurance policies and certificates of currency, including details of limits on cover, to the CAV Representative within 7 business days of request.
3. Conditions
   1. The Organisation is responsible for fulfilling the requirements of the Project including complying with the performance indicators and measures as detailed in the Schedule.
   2. The Project Manager shall be accessible for consultation on matters relating to the day-to-day operation of the Project.
   3. The Organisation must ensure the Project Staff:
      1. are properly qualified and adequately experienced to perform the duties allocated to them; and
      2. exhibit the high standard of work and conduct that may be reasonably expected of a skilled person suitably qualified and experienced in the performance of such tasks.
   4. The Project Activities shall commence in accordance with the dates stated in the Schedule under the heading “Period of Agreement”.
   5. Until funds are properly expended on Project Activities, the Organisation holds the monies on trust for the Director and the Victorian Property Fund.
   6. Any publicity or promotion of the Project must make significant recognition of funding provided under this Agreement as follows:
      1. Acknowledgment of the funding is required on printed course materials, video or digital media, advertising and other materials developed and produced with Funds provided under this Agreement.
      2. The words to be used are: “The funding for this *(identify item e.g.: project/brochure/paper)* was provided from the Victorian Property Fund on the approval of the Minister for Consumer Affairs”.
   7. The Organisation warrants that it is entitled to use any intellectual property used by it in connection with the provision of the Project. The Organisation indemnifies the Director against any action, claim, suit or demand, in respect of any breach of any third party’s intellectual property rights relating to the provision of the Project.
   8. All intellectual property in respect of any materials developed or produced with the funding provided under this Agreement will vest in the Organisation.
   9. The Organisation grants to the State of Victoria as represented by the Director a royalty-free, non-exclusive, irrevocable and perpetual licence to use, reproduce, modify and publish any materials developed or produced with the funding provided under this Agreement.
4. Project Budget
   1. The approved budget for the Project is specified in the Schedule.
   2. The allocation of funds within the budget may be varied, provided:
      1. total costs are the same;
      2. it can be demonstrated that Project objectives detailed in the Schedule will be fulfilled; and
      3. there is no reduction in the performance measures detailed in the Schedule.
   3. Any such variations must be confirmed in writing by CAV, which will not unreasonably refuse requests that meet the criteria specified above.
5. Payment of Funds
   1. The funds will be paid as detailed in the Schedule.
   2. Whereas:
6. Pursuant to section 29-70 of the New Tax System (Goods and Services Tax) Act 1999 (Cth) the recipient of a taxable supply may issue a Recipient Created Tax Invoice (“RCTI”) to the supplier;
7. Pursuant to paragraph 10 of the Goods and Services Tax Ruling GSTR 2000/10 the Federal Commissioner of Taxation has set out requirements for a supplier and a recipient to enter into a RCTI arrangement; and
8. The parties to this Agreement wish to establish a RCTI arrangement in respect of the Project (the “Supplies”).

The parties agree as follows:

* + 1. The RCTI is a tax invoice belonging to the class of invoices that the Commissioner has determined in writing may be issued by the recipient of a taxable supply.
    2. CAV, as the recipient, can issue tax invoices in respect of the taxable supplies.
    3. CAV shall issue a copy of the RCTI to the Organisation within 28 days of the making, or determining the value of, the supply and retain the original.
    4. CAV shall issue a recipient created adjustment note to the Organisation within 28 days of the adjustment in relation to adjustment events that occur in respect of supplies for which a RCTI was issued.
    5. CAV shall comply with its obligations under Australian taxation laws.
    6. The Organisation shall not issue tax invoices in respect of the taxable supplies for which a RCTI was, or will be, issued.
    7. The Organisation acknowledges that it is registered for GST and that it shall notify CAV if it ceases to be registered.
    8. CAV acknowledges that it is registered for GST and that it will notify the Organisation if it ceases to be registered or if it ceases to satisfy any of the requirements of Goods and Services Tax Ruling GSTR 2000/10.
    9. The parties both acknowledge that this Agreement is based on the requirements set out in paragraph 13 of the Goods and Services Tax Ruling GSTR 2000/10.

1. Role and Responsibility of Consumer Affairs Victoria
   1. CAV agrees to assist the Organisation to meet its objectives and to comply with the conditions of this Agreement by:
      1. responding to and providing comments on reports, papers, proposals, projects and outcomes;
      2. providing support and advice to the Project Manager on issues relating to the Project; and
      3. nominating the CAV Representative.
2. Accountability and Reporting Requirements
   1. The Organisation shall provide to CAV reports on the Project as specified in the Schedule.
   2. If the funds provided under this Agreement are used to purchase goods or services (including consultancy services) below a value of $150,000 (GST inclusive), the Organisation is to obtain:
      1. one written quote for purchases up to but not inclusive of $25,000 (GST inclusive); and
      2. a minimum of three written competitive quotes for purchases of $25,000 (GST inclusive) or more up to but not inclusive of $150,000 (GST inclusive).

Records of such written quotes shall be maintained by the Project Manager and be made available for inspection on the request of an auditor or an authorised officer of CAV.

* 1. If the funds provided under this Agreement are used to purchase goods or services (including consultancy services) of a value of $150,000 (GST inclusive) or more, the Organisation is to first obtain CAV’s written approval regarding a tendering process for the sourcing of the goods or services. Tender records, as determined by CAV, shall be maintained by the Project Manager and be made available for inspection on the request of an auditor or an authorised officer of CAV.
  2. The income and expenditure for the Project must be accounted for separately from other monies managed by the Organisation. If this condition cannot be complied with, CAV may require the Project funds be placed in a separate bank account.
  3. Failure to provide timely and sufficiently detailed reports may result in Project payments being withheld.
  4. CAV has the right of access to the financial records relating to the Project upon the provision of not less than seven days written notice.
  5. CAV has the right, upon provision of a written request, to be provided with both physical and electronic copies of all or nominated materials generated as part of the Project.

1. Notifiable Events
   1. The Organisation shall notify CAV in writing should any of the following events occur or seem likely to occur:
      1. The Organisation ceases to operate.
      2. The Project is terminated by the Organisation.
      3. There is a change in the Organisation’s legal identity, status or structure, including changes to incorporation.
      4. The Organisation is no longer compliant with its statutory obligations and reporting requirements.
      5. There is a change in ownership of the Organisation.
      6. There is a change to the Chief Executive Officer (or equivalent) of the Organisation.
      7. The Organisation goes into liquidation or a receiver and manager or mortgagee’s or chargee’s agent is appointed or becomes subject to any form of insolvency administration or arrangement, or in the case of an individual, becomes bankrupt or enters a scheme of arrangement with creditors.
   2. The Organisation shall advise CAV of these events at least one month prior to occurrence where this is possible, or as promptly as is otherwise practicable.
2. Audit Requirements
   1. If the total amount of funding provided under this Agreement, exceeds $20,000 (GST exclusive), the financial records pertaining to the Project must be audited by an independent qualified auditor, unless the Schedule specifies an alternative method of verification.
   2. Evidence of the auditor’s qualifications must be made available on request. A qualified auditor means:
      1. a person who is a registered company auditor within the meaning of the Corporations Law; or
      2. a member of CPA Australia, or a member of the National Institute of Accountants, or a member of the Institute of Chartered Accountants in Australia.
   3. An audited statement for the Project prepared on a GST exclusive basis and in accordance with Australian Accounting Standards is to be forwarded to the CAV Representative as specified in the Schedule.
   4. The Director may from time to time authorise and fund a review of the finances and activities of the Organisation relating to the Project. The person conducting this review shall, on production of an authorisation to conduct such review signed by the Director, be entitled to attend the premises of the Organisation and to have access to the accounts and records relevant to the Project. The staff of the Organisation shall provide reasonable cooperation and assistance to CAV for the purposes of the review.
3. Performance Review
   1. The Director may from time to time authorise a Performance Review as to whether the Organisation is effectively meeting the requirements of the Project as set out in the Schedule, and to recommend improvements in the way the Organisation delivers the Project.
   2. The person or persons conducting a Performance Review will be nominated by the Director.
   3. The Organisation agrees to participate in any such review and to provide all reasonable support and access as required.
   4. The Performance Review may undertake examinations of the Organisation’s files and other documentation, analyse data, and conduct interviews with Project Staff. Examinations of files and other documentation will be conducted in accordance with the Information Privacy Principles under the Privacy and Data Protection Act 2014.
   5. The Performance Review may take place on-site at the Organisation, or be conducted by an examination of the Organisation’s files and other documentation at a place determined by CAV. The conduct of a Performance Review may involve ongoing discussions and interviews with the Project Staff, who shall provide reasonable cooperation and assistance to CAV.
   6. Information obtained by CAV in conducting a Performance Review shall be used only for the purposes of the Performance Review and shall not be used for any other purpose. CAV or its employees and agents shall not disclose to any person, any confidential information or information relating to the affairs of others that may have come to its or their knowledge as a result of any Performance Review, and shall take all necessary precautions to prevent unauthorised access to such information.
   7. Significant findings and emerging issues arising during Performance Review will be discussed with the Organisation’s Representative.
   8. CAV will provide to the Organisation a copy of the report and recommendations arising from the Performance Review.
   9. Within 3 months of receiving the Performance Review report, the Organisation will report back to CAV on how the Organisation is implementing the recommendations to improve the performance of the Project.
   10. The parties will bear their own costs of the Performance Review.
4. Unexpended Funds
   1. The Organisation shall return to CAV any funds not expended on the Project under the terms of this Agreement other than sufficient to meet liabilities accrued on the Project and remaining outstanding.
   2. Payment to CAV of unexpended monies shall be made within 90 days of the end of the Project.
5. Capital Equipment
   1. Unless the Schedule provides otherwise, the Organisation is to maintain a *Capital Equipment Register*, for assets valued at $5,000 (GST exclusive) or more, purchased fully or partially with Project funding. The Capital Equipment Register is to be updated annually to indicate acquisitions and disposals. A copy of this Register is to be included in any report on the expenditure of Project funds.
   2. The Organisation is authorised to sell any of the capital equipment on the Capital Equipment Register referred in clause 13.1 subject to the following conditions:
      1. any proceeds from the sale are to be held in trust until repaid to CAV or applied in accordance with CAV’s instructions; or
      2. the proceeds from the sale may be applied towards the purchase of other capital equipment (whether in substitution for the capital equipment sold or not) provided that any such purchases are approved as capital equipment under this Agreement and are held under the terms and conditions of this Agreement.
6. Process for Agreement Variation
   1. This Agreement may be varied with the written agreement of both parties. Proposals for variation to the terms of this Agreement should be submitted in writing to the CAV Representative and addressed to the Director.
7. Process for Dispute Resolution
   1. If either party to this Agreement believes the other’s conduct to be contrary to the terms of this Agreement, or that such conduct is likely to occur, the concerned party is to immediately bring the matter to the attention of the representative for the other party.
   2. If within seven days, or such other agreed time, the matter is not resolved to the satisfaction of a party, they may immediately submit a written Notice of Dispute (the “Notice of Dispute”) specifying the matter to the representative of the other party.
   3. Upon receipt of a Notice of Dispute, the Organisation’s Representative or the CAV Representative, whichever is applicable, shall immediately liaise with the other party and enter into discussions to resolve the dispute.
   4. If the dispute is not resolved within 20 business days from the date of the Notice of Dispute (or within such further period as the representatives may agree is appropriate) the parties shall either:
      1. elect to immediately terminate this Agreement, or
      2. seek to agree on a process for resolving the whole or part of the dispute through further negotiations, mediation, arbitration or expert determination, and on:

the procedure and timetable for any exchange of documents and other information relating to the dispute;

procedural rules and a timetable for the conduct of the selected mode of proceeding;

a procedure for selection and compensation of any neutral person who may be employed by the parties in dispute; and

whether the parties should seek the assistance of a dispute resolution organisation, and if so the location the mediation should take place and which dispute resolution organisation should be employed.

1. Termination
   1. If a party to this Agreement fails to carry out any of its obligations or duties under this Agreement, the party not in breach may by written notice to the other party specify the breach and request that the breach be remedied within a period of time of not less than seven days after receipt of such notice.
   2. If the breach concerns a fundamental breach or a breach that cannot be remedied and the defaulting party fails to remedy the breach within the period of the notice given under clause 16.1 the party not in breach may immediately terminate this Agreement by written notice.
   3. CAV may immediately terminate this Agreement by written notice if the Organisation:
      1. being a partnership, company or other composite body undergoes a change in its structure which, in the reasonable opinion of the Director, limits the capacity of the Organisation to deliver the Project or carry out its obligations and duties under this Agreement; or
      2. goes into liquidation or a receiver and manager or mortgagee’s or chargee’s agent is appointed or becomes subject to any form of insolvency administration or arrangement, or in the case of an individual, becomes bankrupt or enters into a scheme or arrangement with creditors.
   4. If this Agreement is terminated, CAV shall:
      1. not pay the Organisation any outstanding portion of the funds;
      2. have the right at its discretion to take over the running of the Project in order to complete it; and
      3. be entitled to recover from the Organisation any unspent portion of the funds and any amount where CAV believes the Organisation has not complied with the purpose of the funding.
2. Conflict of Interest
   1. The Organisation warrants that at the time of entering into this Agreement no conflict of interest (perceived, potential or actual) exists in relation to this Agreement or is likely to arise during the period of this Agreement.
   2. The Organisation will tell CAV as soon as it becomes aware of any matter that may give rise to a conflict of interest during the period of this Agreement.
   3. The Organisation agrees to comply with any reasonable direction from CAV to resolve any conflict of interest identified by either party to this Agreement.
3. Compliance With Law
   1. The Organisation must, in the conduct of the Project, comply with all laws applying in the State of Victoria.
   2. If the Organisation is a government department or agency, the Organisation must comply with any government policy or procedure affecting or applicable to the conduct of the Project.
4. Confidentiality and Privacy
   1. The Organisation and its employees, agents, or subcontractors must not knowingly or recklessly disclose or otherwise make available to any other person any confidential information regarding the Project or obtained from CAV.
   2. The Organisation hereby consents to CAV publishing or otherwise making available information in relation to the Organisation as may be required:
      1. to comply with the policy of the Victorian Government requiring publication of details of contracts entered into by Victorian Government departments or agencies, as amended from time to time;
      2. by the Auditor-General; or
      3. to comply with the Freedom of Information Act 1982 (Vic).
   3. The Organisation acknowledges that it will be bound by the information privacy principles set out in the *Privacy and Data Protection Act 2014* and any applicable code of practice defined in or approved under that Act with respect to any act done in connection with the Project in the same way as the Director would have been bound had the relevant act been done by the Director.
   4. The Organisation must notify CAV in writing as soon as practicable after it becomes aware of any actual or potential breach of this clause.
5. General
   1. If a party to this Agreement consists of more than one person, those persons shall be jointly and severally bound under this Agreement.
   2. This Agreement shall be subject to and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia and the parties submit to the exclusive jurisdiction of the courts of the State of Victoria.
   3. This Agreement and any written variation agreed by the parties constitutes the entire agreement between the Director and the Organisation relating to the Project.
   4. Provision of funding for the Project does not constitute a partnership, a relationship of employment, or a joint venture between the Director and any other party.
   5. The Organisation shall not represent or claim in any way whatsoever that the Director is party to the Project other than as the provider of Project funds from the Victorian Property Fund and as actually paid to the Organisation.

# The Schedule

{***“Project name”}***

## Organisation

The Organisation is:

|  |  |
| --- | --- |
| Name: |  |
| ABN: |  |
| Postal Address: | *Preferably not a post box* |

## Project Manager

The Project Manager is:

|  |  |
| --- | --- |
| Name: |  |
| Position Title: |  |
| Address: | As above ((*Confirmation or address ,if different from the Contact Address, required*)) |
| Telephone Number: |  |
| Fax Number: |  |
| E-Mail: |  |

or such other person that may be advised by the Organisation from time to time in writing to CAV.

## CAV Representative

The CAV Representative is:

|  |  |
| --- | --- |
| Name: |  |
| Position Title: |  |
| Address: | Level 19, 121 Exhibition Street Melbourne VIC 3000 |
| Telephone Number: | (03) 8684 6408 |
| Fax Number: | (03) 8684 6311 |
| E-Mail: |  |

or such other person that may be advised to the Organisation from time to time in writing by CAV.

## Insurance

Public Risk - $?? per occurrence

Professional Indemnity - $?? per occurrence

## Period of Agreement

*Agreement Commencement Date:* This Agreement commences upon the date of signature by the last party to sign this Agreement.

*Project Dates*: The Project is to run from {dd mm 201X} to {dd mm 201X}.

*Agreement End Date:* This Agreement ends upon acceptance of the final report by CAV as described below under the heading ‘Reporting’.

## Purpose

The purpose of the Project is to {*insert objectives of project*}.

The Project is funded under Section 76(3) …. the *Estate Agents Act 198*0 which provides funds for the purposes of:

## Project Plan

The Organisation is responsible to deliver the Project through:

## Project Deliverables and Key Performance Indicators

The Project Deliverables and Key Performance Indicators for the Project are outlined below.

| **Deliverables** | **Key Performance Indicators (KPIs)** |
| --- | --- |
| 1. [Content will be developed from information provided in a successful grant] | [Content will be developed from information provided in a successful grant.] |
|  |  |
|  |  |

*{or alternative Performance Measurement clause as outlined below:}*

## Performance Measures

### Quantitative

Details

### Qualitative

Details

**OR**

### Outputs

Details

### Outcomes

Details

### Quality

Details

## Approved Funding

### Total Funding

The Funds payable under this Agreement are a maximum of ${} comprising ${} paid from the Victorian Property Fund and ${} GST.

The budget and payment plan for this Project are set out below under the respective headings “Budget” and “Payment Plan”.

Under no circumstances will the Organisation be paid more than it actually expends on the Project. In the event that the Organisation is advanced more funds than it expends, the unexpended funds shall be returned to CAV as required by Clause 12 of this Agreement.

### Capital Expenditure

No funding is provided for the purchase of capital assets or equipment. Maintenance of a Capital Equipment Register referred to in Clause 13 of this Agreement is not required.

{*or optional clause below if Capital Equipment Clause is required*:

The following items are approved to be purchased by the Organisation within the total funding:

* Details}

## Payments by Electronic Funds Transfer

Payments under this Agreement are to be made by electronic funds transfer to the following nominated bank account of the Organisation:

|  |  |
| --- | --- |
| Bank/Financial Institution: |  |
| Branch Address: |  |
| BSB number: |  |
| Account number: |  |

## Budget

{*Note: Not always required if grant is on basis of unit pricing*}

The approved budget for the Project is:

| **Item** | **A. Cost (GST inclusive)** | **B. Input Credit available** | **Net Cost after Input Credits (A – B)** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
| **Total (GST exclusive):** |  |  |  |
| Total GST payable on this Agreement |  |  |  |
| **Total Payable (GST inclusive):** |  |  |  |

Funding does not cover the GST paid on inputs as this will be recovered by the Organisation via input tax credits.

## Payment Plan

Provided that the Project is progressing to the reasonable satisfaction of CAV, the following payment plan shall apply*.* Payments are shown on a GST exclusive basis, with GST to be added at the time of payment.

*{edit to suit the actual circumstances but keep the record in table form unless the record is so simple as not to not warrant this approach}*

| **Milestone** | **Basis of Payment** | **Amount  (ex GST)** |
| --- | --- | --- |
| Execution of Funding Agreement | nn% of the funded amount |  |
| Upon CAV’s acceptance of a Project progress report. | nn% of the funded amount |  |
| Upon CAV’s acceptance of the fulfilment of all requirements of this Agreement | nn% of the funded amount |  |
| Approved Maximum | |  |

## Quality Requirements

The Project is to be carried out to the standard expected of a trained and competent person in providing the services of the nature required.

The Organisation must immediately advise the CAV Representative in writing of any event which has occurred or is likely to occur which will prevent the Organisation from delivering the Project to the required standard.

The Director is not obligated to pay for Project Deliverables not meeting the required standard.

## Acknowledgement

*{Edit as necessary for the project}* Promotional activities are to acknowledge the source of funding as required by Clause 4 of the Agreement.

The Minister for Consumer Affairs is to be given the opportunity to participate in any function or public announcement relating to the Project.

## Reporting

The reports listed in the table below are to be provided to the CAV Representative by the due date listed. All reports, including any attachments, are to be submitted in electronic form by email followed by a confirmation paper copy when requested by CAV. All reports are subject to acceptance by CAV.

| **Reporting Requirements** | **Due Date** |
| --- | --- |
| **Progress Report(s)**  The Organisation is required to provide progress reports on the Project to the CAV Representative on a {*quarterly/half-yearly}* basis. The Progress Report will be in the form of the reporting certificate below and cover the following matters:   * Progress made against the Project Deliverables and the Key Performance Indicators during the reporting period; * Provision of examples of all materials produced as part of the Project during the reporting period, including those required by the Project Deliverables and the Key Performance Indicators; and * A summary of expenditure (on a GST exclusive basis) for the reporting period compared against the approved budget detailed above. | Within 30 days of the passing of every *{three*/*six}* months from the Agreement Commencement Date. |
| **Final Report**  The Organisation will provide a final report to the CAV Representative within three months of the completion of the Project Activities that will cover the following matters:   * Achievement against the Project Deliverables and the Key Performance Indicators; * Provision of examples of all materials produced as part of the Project, including those required by the Project Deliverables and the Key Performance Indicators; * A summary of expenditure (on a GST exclusive basis) for the reporting period, and cumulatively since the Agreement Commencement Date compared against the approved budget detailed above. This summary is to be certified by the Chief Executive Officer of the Organisation (or their delegate) that all funds expended have been used for the purposes for which they were provided; and * A completed Final Reporting Certificate in the form set out in Attachment, signed by the Chief Executive Officer of the Organisation.   *(Optional requirement where total amount of funding provided under the Agreement exceeds $20,000 (GST exclusive)).*   * + An audited financial statement that fulfils the requirements of clause 10 of the Funding Agreement. | Within one calendar month of the completion of the Project |

# Attachment to funding agreement: Reporting Certificate Template

### Victorian Property Fund

### Grant to {name}

### *Project Name*

### REPORTING CERTIFICATE

|  |  |
| --- | --- |
| I: (Print Full Name) |  |

being the Chief Executive Officer of {*NAME OF ORGANISATION* (ABN \*\*\*\*)} (the ‘Organisation’) or his/her authorised delegate.

In relation to a Funding Agreement made between the Organisation and the Director of Consumer Affairs Victoria dated {date} (the ‘Funding Agreement’) and to the Project described in the Funding Agreement (the ‘Project’).

For the period from {date} to {date} (the ‘Reporting Period’),

CERTIFY:

1. I am authorised to make this certification on behalf of the Organisation.
2. The Project is / is not proceeding to the reasonable satisfaction of the Organisation.
3. All funds expended to date have been used for the purposes for which they were provided. A summary of expenditure (on a GST exclusive basis) for the reporting period compared against budget is attached. (*Attach a comparison of actual expenditure to date compared to budget*)
4. Of the Project Deliverables listed in the Funding Agreement, satisfactory progress is being made towards all except those listed below (if any). (*List any Project Deliverable not proceeding satisfactorily. For any at-risk Project Deliverable, attach a schedule providing a full explanation of any performance problem and advise what measures are being taken to address the problem/s.*)
5. The Organisation has complied with all the terms of the Funding Agreement.

|  |  |
| --- | --- |
| Signature: |  |
| Date: |  |