



Funding Agreement

Between

Darebin City Council

and

Friends of Baucau Inc.

December 2010

**THIS AGREEMENT** is made this            day of            20   .

**BETWEEN**

**DAREBIN CITY COUNCIL** having its municipal office at  
274 Gower Street Preston, VIC 3072  
(‘The Council’)

**AND**

**Friends of Baucau Inc.**  
(‘The Organisation’)

**Background**

1. Council has been a key driver in initiating and developing the friendship agreement with the District Administration of Baucau, Timor-Leste
2. Council is providing funding to Friends of Baucau Inc. as part of its ongoing support and commitment to the Friends of Baucau project

**Key Elements of the Funding Arrangements**

3. This Agreement will remain in effect from the date of signing to 31 December 2012 unless otherwise agreed by both parties.
4. This Agreement states the purpose of the funding, the dollar amount and the conditions attached. It also defines the rights and responsibilities of each party to this Agreement. All in-kind support is to be agreed upon in writing.
5. The Council has funded the Organisation \$30,000 (excluding GST) for the term of this Agreement. In addition Council will provide in-kind support through the use of a Council vehicle subject to availability, to a maximum of 20 days per calendar year and subject to Friends of Baucau Inc. funding the insurance excess (\$5,000) in the event of an accident.

**Purpose of this Funding Agreement**

6. The Council provides funding via this Agreement in order to assist the Organisation to continue developmental work as part of the Friends of Baucau Project in Timor-Leste
7. Funding provided by the Council may be used in conjunction with funds from other sources provided to the Organisation for the same purpose

**Conditions of Funding**

8. This Agreement is conditional upon the completion of the following conditions by the Organisation:
  - (a) funds are to be used for the purposes directly related to the organisation for the Friends of Baucau project

- (b) funds must be deposited into a bank account which has at least two signatories and is held in the name of the Organisation;
- (c) if the program/activity is unable to be undertaken or the organisation disbands, funds are to be returned immediately to Council;
- (d) provision of effective management, direction and adequate support for employed and voluntary staff;
- (e) meeting of responsibilities for liabilities which might derive from workplace injury or industrial dispute;
- (f) ensuring adequate insurance, working with children checks, workcover and superannuation coverage is implemented and maintained for the duration of the project/activity;
- (g) promoting a safe environment for staff, volunteers and service users as required by occupational health and safety legislation;
- (h) ensuring that all advertising material including posters are distributed via legal means and on legal sites;
- (i) ensuring that the program/activity is not being sponsored by a recognised gaming organisation such as Crown Casino or Tabcorp;

## Payment Schedule

Period of funding	Requirements	
Year 1 Jan – June 2011	On return of this Funding Agreement & Invoice. Purchase Order Number	December 2010 \$7,500
Year 2 July 2011 – June 2012	Second payment is triggered by a successful Progress Report of activity and expenditure for Year 1 and return of Invoice with advised Purchase Order No. Listed on invoice.	June 2011 \$15,000
Year 3 July 2012 – Dec 2012	Third payment is triggered by a successful Progress Report of activity and expenditure for Year 2 and return of Invoice with advised Purchase Order No. Listed on invoice  Acquittal Report is due at the completion of the project	June 2012 \$7,500

## Council's Responsibilities

### 9. Council will:

- (a) Continue to be represented on the Friends of Baucau Inc. committee and through this forum will provide advice and support to the Organisation when appropriate in the areas of program planning, development and implementation; and
- (b) Continue to support Friends of Baucau Inc. fundraising activities through ongoing distribution of coffee and fundraising activities at community events and festivals as negotiated with Council
- (c) Continue to provide access to use of Council vehicle for Friends of Baucau Inc. subject to availability, to a maximum of 20 days per calendar

year under the provision that Friends of Baucau Inc. fund the insurance excess (\$5,000) in the event of an accident.

#### Responsibilities of the Organisation

- 10.** The Organisation agrees to provide the Council with the following reports and information related to the funded program/activity. Specifically the Organisation agrees to:
- (a) provide a Progress Report on the funded program as specified in the Payment Schedule and as detailed in item 19 of this Funding Agreement;
  - (b) acknowledge the Council in all publicity and written material produced for public distribution associated with the funded program/activity;
  - (c) invite Council's Mayor (or nominated representative) to attend and speak at events and activities as appropriate;
  - (d) invite City of Darebin guests to events and activities if appropriate (a list can be provided by Council);
  - (e) provide a minimum of 1 week notice for vehicle booking requests;
  - (f) provide an Acquittal Report as detailed in item 19 of this Funding Agreement;
  - (g) provide a copy of the Organisation's annual audited statement(s) covering the term of this Agreement and in accordance with the Organisation's responsibilities as an incorporated entity;
  - (h) meet with relevant Council officers by prior arrangement annually to monitor the progress of the funded program;
  - (i) ensure all necessary permits and permissions are obtained for the program/activity;
  - (j) ensure that risk assessments are conducted for all activities where there exists a possibility of personal injury or property damage. This will include activities which involve physical exertion, games, competitions, the use of equipment and activities in public places etc.;
  - (k) fully participate in any audit of the program/activity (if required to do so by Council) by making readily available all income/expenditure records, correspondence, meeting notes, promotional material, and any other documents relating to the funded program/activity;
  - (l) ensure that the program/activity is not being sponsored by a recognised gaming organisation such as Crown Casino or Tabcorp;

## **Variation/Termination of Agreement**

11. This Agreement may be varied at the instigation of either party by proposal in writing submitted to the other party. If both parties consent the variation will be an addendum of this Agreement.
12. Council has the right to terminate this agreement should the responsibilities in the agreement not be met.

## **Dispute Resolution**

13. If a dispute arises out of, or relates to, this Agreement, the parties agree as follows:
  - (a) the party claiming that a dispute has arisen, must give written notice to the other party specifying the nature of the dispute;
  - (b) on receipt of the notice specified in paragraph (a), the parties must within seven days of receipt of the notice seek to resolve the dispute in good faith; and
  - (c) if the dispute is not resolved within seven days or within such further period as the parties agreement, then the dispute is to be referred to the Dispute Settlement Centre Victoria (Department of Justice);
  - (d) notwithstanding the provisions above, the Council reserves the right to suspend the processing of the application, the payment of funds or any other matters in relation to the funding Agreement in connection with any dispute which arises howsoever involving the applicant, until the dispute is resolved to the total satisfaction of the Council; and
  - (e) in the event that the dispute is unable to be resolved to the total satisfaction of the Council, the Agreement may be cancelled at the total discretion of the Council.

## **Assignment**

14. The Organisation is not permitted to transfer or contract out the running of this service to any other party.

## **Progress Reports and Acquittal**

15. A Progress Report is due at the completion of each year as agreed in the Payment Schedule. Your successful Progress Report acts as a trigger for the subsequent payment.
16. Acquittal Reports are due within two (2) months of the project's completion. Progress/Acquittal Reports should be related to the funded program/activity as outlined in your Project Plan in your grant application or the subsequent agreed Project Variation. Please note that organisations may be ineligible for future funding until all previous funded projects are acquitted.

**SIGNED**

for and on behalf, and with the authority,  
of **DAREBIN CITY COUNCIL** by  
the member of Council staff occupying  
the position of Mayor

\_\_\_\_\_ Date: \_\_\_\_\_  
MAYOR  
Cr Diana Asmar

**SIGNED**

for and on behalf of **Friends of Baucau Inc.**  
by the member of the staff occupying the  
position or title of or acting in the position of  
Convenor Friends of Baucau Inc.

\_\_\_\_\_ Date: \_\_\_\_\_  
Rae Kingsbury  
Convenor Friends of Baucau Inc