

DATED

13 February 2019

GREATER SYDNEY SPORTS FACILITY FUND FUNDING AGREEMENT

NAME OF PROJECT	BARRA BRUI HOCKEY CENTRE	
FUNDER'S DETAILS (Us, We, Our)	Name	Crown in right of the State of New South Wales represented by the Office of Sport
	A.B.N	31 321 190 047
	Address	Level 3, 6B Figtree Drive, Sydney Olympic Park NSW 2127 Locked Bag 1422, Silverwater NSW 2128
RECIPIENT ORGANISATION'S DETAILS (You, Your)	Name	NORTHERN SYDNEY AND BEACHES HOCKEY ASSOCIATION
	ABN	20 504 267 521
	Address	Barra Brui Oval, Burraneer Avenue, St Ives NSW 2075
	Incorporation details	<i>Please complete</i>

Table of Contents

Background	2
Operative Provisions	2
1. Definitions and interpretation.....	2
2. Funding Period.....	2
3. Provision of Funding	2
4. Claiming payment of an Instalment.....	4
5. GST.....	4
6. How You must deal with the Funding	5
7. Conduct of the Project	6
8. Project Milestones and Performance Reports.....	6
9. Compliance with law	8
10. Personnel	9
11. Records, inspection and other reports	10
12. Notifications.....	10
13. Performance monitoring and evaluation.....	11
14. Publicity.....	11
15. Intellectual Property and Project Materials	12
16. Indemnity	12
17. Insurance	13
18. Confidentiality	13
19. Changes	13
20. Ending this Agreement.....	14
21. Obligations when this Agreement ends.....	15
22. Obligations when the Project completes	15
23. Consent of land owner	16
24. Restriction on the Use of Land.....	16
25. Dispute resolution	16
26. Notices	17
27. General	17
ATTACHMENT 1 AGREEMENT DETAILS	20
ATTACHMENT 2 DICTIONARY AND INTERPRETATION	23
Part 1 DICTIONARY	23
Part 2 INTERPRETATION.....	25
ATTACHMENT 3 RECORDS AND REPORTS	27
ATTACHMENT 4 BUDGET	30
ATTACHMENT 5 PROJECT PLAN	31

Background

- A. The objectives of the Greater Sydney Sports Facility Fund are to increase the number and type of sporting facilities, to improve the standard of existing sporting facilities, and to increase participation in sport.
- B. The Fund provides grants between \$500,000 and \$5 million for significant sport facilities.
- C. We are responsible for the administration of the Fund, including entering into funding agreements and making payments from the Fund.
- D. We agree to provide You, and You agree to accept, the Funding for the Project in accordance with the terms of this Agreement.

Operative Provisions

1. Definitions and interpretation

- 1.1. **Dictionary:** In this Agreement, unless the contrary intention appears, a word with a defined meaning has the meaning given to that term in the dictionary in Attachment 2.
- 1.2. **Interpretation:** Aids to interpretation of this Agreement are set out in Attachment 2.

2. Funding Period

- 2.1. **Funding Period:** The Funding will be provided for the Funding Period.
- 2.2. **Extension of the Funding Period:** The Funding Period may be extended at Our discretion for a period and on the terms agreed by You and Us in writing.

3. Provision of Funding

- 3.1. **Funding through Instalments:** We will provide the Funding for the Project in Instalments, in accordance with, and subject to the terms of, this Agreement.
- 3.2. **Conditions which must be satisfied before payment is made:** Payment of each Instalment of the Funding is conditional upon each and all of the following:
 - 3.2.1. You have submitted the relevant Performance Reports to Us in form and substance satisfactory to Us, demonstrating and evidencing that the relevant Project Milestone has been completed; and
 - 3.2.2. You have met each and every obligation imposed on You under this Agreement (including the Performance Indicators) to Our satisfaction.
- 3.3. **Contribution to Project costs:**
 - 3.3.1. It is acknowledged that You (and if applicable, any Activity Partner) must make Contributions towards the Project as specified in Item 4 of Attachment 1;
 - 3.3.2. You must immediately notify Us if You (or any Activity Partner) are or may not be able to comply with clause 3.3(a); and
 - 3.3.3. We may terminate this Agreement under clause 20 (**Ending this Agreement**), if We, in Our absolute discretion, decide that You (or any Activity Partner) are unable to comply with, may be unable to comply with or have not complied with clause 3.3(a).
- 3.4. **Cost overrun:** You acknowledge and agree that:
 - 3.4.1. You bear any and all risk that the cost of the Project may exceed the sum of the Funding and Contributions;

- 3.4.2. You are responsible for any costs that may be incurred at any time that exceed the sum of the Funding and Contributions (whether You expected to incur such costs or not at any time before or after execution of this Agreement);
 - 3.4.3. You (or a nominated party) are responsible for all maintenance costs arising from the Project;
 - 3.4.4. We will not provide any further contribution over and above the Funding specified in Item 4 of Attachment 1; and
 - 3.4.5. You must procure any additional funding above the sum of the Funding and Contributions that is necessary to carry out the Project, as described in Your funding application and this Agreement, in order to ensure that the Project is delivered to achieve the objectives of the Fund.
- 3.5. **Right to reduce Funding:** Despite anything in clause 3.4 to the contrary, You acknowledge and agree that where the actual cost of the Project is less than the sum of the Funding and Contributions:
 - 3.5.1. You will notify Us of any Unexpended Funding on or before the end of the Project;
 - 3.5.2. We may reduce the Instalment payment for the final Project Milestone to reflect the actual cost incurred to deliver the Project; and
 - 3.5.3. You are not entitled to any Funding that may exceed the actual cost of delivering the Project.
- 3.6. **Right to withhold Funding:** Without limiting Our rights under this Agreement, if:
 - 3.6.1. You fail to comply with one or more of the Performance Indicators to Our Satisfaction;
 - 3.6.2. We have a reasonable basis to believe that a Performance Indicator will not be met; or
 - 3.6.3. You fail to comply with this Agreement;We may, upon notice, withhold payment of the Funding (or any part of it) until, as applicable:
 - 3.6.4. You fully perform each and every Performance Indicator to Our satisfaction;
 - 3.6.5. We are otherwise satisfied that the Performance Indicators will be met by You in accordance with this Agreement;
 - 3.6.6. Your non-compliance with this Agreement is remedied to our Satisfaction; or
 - 3.6.7. this Agreement is terminated by Us in accordance with clause 20 (**Ending this Agreement**).
- 3.7. **Continuing obligations:** If We reduce or withhold the whole or part of the Funding under clause 3.5 or 3.6, You must continue to perform Your obligations under and comply with the terms of this Agreement in respect of the Project.
- 3.8. **No admission or release:** the making of any Payment to You by Us:
 - 3.8.1. does not constitute any admission by Us that the performance of any part of the Project is in conformity with this Agreement; and
 - 3.8.2. will not be deemed to release You from Your obligations under this Agreement.

4. Claiming payment of an Instalment

- 4.1. **Payment of Instalments:** We will pay each Instalment to You, subject to the terms of this Agreement, within 30 days of receipt of a correctly rendered Tax Invoice.
- 4.2. **Payment request form:** A Tax Invoice is correctly rendered if:
- 4.2.1. it is fully completed;
 - 4.2.2. it is signed by a person authorised by You;
 - 4.2.3. it is accompanied by all of the Supporting Documentation applicable to the Instalment; and
 - 4.2.4. any other documentation requested by Us which evidences to Our satisfaction that the Performance Indicators for the Instalment have been achieved.

5. GST

- 5.1. **Supply is GST exclusive:** Unless otherwise indicated, all consideration for any supply under this Agreement is exclusive of any GST imposed in relation to the supply.
- 5.2. **What happens if GST is imposed:** If:
- 5.2.1. Despite any other provision of this Agreement, GST is imposed on any supply by You to Us under this Agreement; and
 - 5.2.2. We are or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply,
- We will pay to You an additional amount equal to the GST imposed on that supply, at the time and in the manner payment is otherwise payable under this Agreement in relation to that supply.
- 5.3. **You must be GST registered:** You must be registered under the GST Law at the time of making any supply under this Agreement on which GST is imposed.
- 5.4. **Consequences of non-registration:** If You are not registered under the GST Law as required under clause 5.3, You will not be entitled to receive any additional amount as provided under this clause 5 (GST).
- 5.5. **If We pay You too much:** If for any reason We pay to You an amount under this clause 5 (GST) which is more than the GST imposed on the supply, You must repay the excess to Us on demand or We may set off the excess against any other amounts due to You.
- 5.6. **Debt due and owing:** Any overpayment We claim under clause 5.5 will be a debt due and owing by You to Us.

6. How You must deal with the Funding

- 6.1. **Use of Funding:** You must:
- 6.1.1. use the Funding solely for the purpose of the Project;
 - 6.1.2. only use the Funding within the Funding Period;
 - 6.1.3. not enter into any arrangements or commitments in relation to the Project that are incompatible or inconsistent with the purpose of the Funding; and
 - 6.1.4. if applicable, subject to clause 10.5, pay the Funding to any Activity Partners.
- 6.2. **Budget:** You must spend the Funding in accordance with the Budget unless otherwise approved by Us in writing.

- 6.3. **Delayed or inactive Project:** You must notify Us immediately if:
- 6.3.1. the Project will not commence within 60 days from the Commencement Date; and
 - 6.3.2. the Project has been inactive for a period of 60 days or more.
- 6.4. **Repayment of Funding:** Despite anything in clause 3.4 to the contrary, You must repay to Us:
- 6.4.1. Within 30 days of Our request or as otherwise agreed, any part of the Funding spent on purposes not approved by this Agreement;
 - 6.4.2. If requested by Us, within 30 days of Our request or as otherwise agreed:
 - 6.4.2.1. the whole of the Funding, if the Project is delayed as described in clause 6.3(a); and
 - 6.4.2.2. any part of the Funding which remains unspent, if the Project is inactive as described in clause 6.3(b); and
 - 6.4.3. Without prejudice to paragraphs (a) and (b) above, within 30 days of the End Date, any and all Unexpended Funding.
- 6.5. **Debt due and owing:** Any repayment We claim under clause 6.4 will be a debt due and owing by You to Us.
- 6.6. **Bank account:** To process and record all Instalment receipts and expenditure You must, throughout the Funding Period, maintain either:
- 6.6.1. A separate account at a financial institution; or
 - 6.6.2. If You can demonstrate to Our reasonable satisfaction that adequate internal financial controls are in place within the existing accounts for the identification of the Funding, a general agency account with a financial institution,
- which is an authorised deposit-taking institution, located in New South Wales, including a bank, credit union or building society.
- 6.7. **Interest:** The Funding must be paid into an interest earning account and, unless otherwise agreed by Us, all interest earned on the Funding must be used by You for the Project only in accordance with the terms of this Agreement.

7. Conduct of the Project

- 7.1. **Project Performance:** You must:
- 7.1.1. complete the Project or cause the Project to be completed, within the Funding Period and in accordance with the Project Milestones specified in Table 1 in clause 8.1;
 - 7.1.2. in implementing the Project, use Your best endeavours to achieve the Performance Indicators to Our reasonable satisfaction;
 - 7.1.3. perform the Project in accordance with the terms of this Agreement and any reasonable directions given by Us from time to time;
 - 7.1.4. ensure that the Project will be complete and free from defects or omissions, except for defects or omissions that are minor in nature; and
 - 7.1.5. report to Us on the delivery of the Project as required under clause 8 (**Project Milestones and Performance Reports**) of this Agreement, including providing a Certificate of Practical Completion to accompany the Final Performance Report;
 - 7.1.6. manage the Project and assume responsibility for:

- 7.1.6.1. financial management (including performance in accordance with the expenditure set out in the Budget);
- 7.1.6.2. project planning; and
- 7.1.6.3. insurance and risk management of the Project during its implementation.

8. Project Milestones and Performance Reports

- 8.1. **Project Milestones:** The Project Milestones, the corresponding Performance Report due dates and, subject to the terms of this Agreement, anticipated Instalment payment dates, are set out in Table 1 below.

Table 1: Performance requirements, reporting and payment summary

Milestone Description	Milestone Dates	Performance Report due date	Anticipated Instalment payment	Anticipated Payment amount
<i>EXAMPLE ONLY: Design brief, tender and design documentation</i>	<i>April – August 2019</i>	<i>September 2019</i>	<i>October 2019</i>	<i>\$200,000</i>

- 8.2. **Early payment:** If a Project Milestone is met before the Performance Report due date specified in Table 1, where the relevant Performance Report demonstrates that the Project Milestone has been met, We may make the corresponding Instalment payment earlier than the applicable date described in Table 1 above, provided it falls within the same financial year as the original anticipated Instalment payment date.

- 8.3. **Performance Reports:** You will:

- 8.3.1. provide Us with Performance Reports no later than the applicable due dates described in Table 1 above; and
- 8.3.2. ensure that each Performance Report contains a description of the Project works performed and evidences that the applicable Project Milestone has been completed; and
- 8.3.3. ensure that the Final Performance Report to be delivered no later than July 2021 is accompanied by a Certificate of Practical Completion; and
- 8.3.4. at Our request, submit, within the timeframe stipulated by Us, any other information or reports that may be necessary to establish to Our satisfaction that the terms of this Agreement and the Performance Indicators have been or are being satisfied by You.

9. Compliance with law

- 9.1. You must:

- 9.1.1. comply with all applicable standards, laws, regulations, policies and statements including the *Privacy Act 1998* (Cth), *Privacy and Personal Information Protection Act 1988* (NSW) and other legislation relating to privacy;
- 9.1.2. not do anything that would cause Us to breach Our obligations under any legislation; and

9.1.3. hold all rights, licences and consents required to conduct the Project and otherwise fulfil Your obligations under this Agreement.

10. Personnel

- 10.1. **Appropriate personnel to perform the Project:** All positions funded by the Funding must be filled by persons that have appropriate skills, qualifications or experience for such positions.
- 10.2. **Responsibility for employees:** You acknowledge that all personnel employed or otherwise engaged by You in the conduct of the Project shall be Your sole responsibility.
- 10.3. **Your employment policy:** You will ensure that Your employment policy complies with relevant NSW legislation, policies and procedures, including the *Child Protection (Working with Children) Act 2012* (NSW).
- 10.4. **Sub-contractors:** You:
- 10.4.1. May sub-contract all or part of the conduct of the Project to a sub-contractor (including an Activity Partner) subject to Our prior written approval; and
 - 10.4.2. Will ensure that:
 - 10.4.2.1. only subcontractors that have appropriate skills, qualifications and experience are engaged for the work proposed to be carried out;
 - 10.4.2.2. all subcontractors hold the appropriate licences and insurances identified in clause 17.1 below; and
 - 10.4.2.3. all work carried out by any subcontractor meets the requirements of this Agreement and complies with relevant legislation, standards and codes of practice.
- 10.5. **Activity Partners:**
- 10.5.1. You must use your best endeavours to ensure (including in the negotiation and entry into any Agreement with an Activity Partner with respect to the Project) that any Activity Partner complies with clauses 6.1, 6.2, 6.6, 6.7, 7.1(a) to (d), 9.1, 10.1 to 10.4, 11.1 to 11.4, 12, 14, 15, 16, 17, 18, 21.1(b), 21.4, 21.5, 22.1, 22.2, 26, 27.2, 27.9(b) and (c) as if the obligations imposed under those clauses are also imposed on the Activity Partner in respect of that Activity Partner.
 - 10.5.2. Neither Payment of the Funding (in whole or in part) to the Activity Partner under clause 6.1(d) nor any obligations of the Activity Partner under clause 10.5(a) relieve You of any of Your obligations or liabilities under this Agreement.

11. Records, inspection and other reports

- 11.1. **Records:** You must:
- 11.1.1. ensure that adequate financial and operational records and registers, including those specified or referred to in Part A of Attachment 3 (if any), are kept and maintained whilst carrying out the Project;
 - 11.1.2. retain the records referred to in this clause 11 (**Records, inspection and other reports**) throughout the Funding Period and for 7 years after the End Date.
 - 11.1.3. upon Our request, arrange for the records, books of account and documents relating to the Project to be made available for inspection by Our

authorised representative (including the taking of such extracts and the making of such copies as the representative considers appropriate) and assist the representative in carrying out the inspection.

- 11.2. **Inspection:** You must permit Us, or any person authorised by Us, upon reasonable notice (at least 48 hours) and at any reasonable time, to inspect the implementation of the Project.
- 11.3. **Accountability:** We have statutory obligations to ensure the accountability of expenditure of funds including the Funding and, accordingly, You are required to be accountable for all of the Funding You receive under this Agreement.
- 11.4. **Research and Surveys:**
- 11.4.1. You must, until three years after the termination or expiry of this Agreement, provide statistical data and any other program information in response to any request We may reasonably make for the purpose of research, program evaluation and surveys conducted by Us or an authorised representative.
- 11.4.2. Where a request We make under clause (a) covers data or information which is commercial-in-confidence, You agree to negotiate with Us in good faith to provide the data or information in an aggregated or de-identified form, or in such other form or on such other basis, as may be agreed with Us.
- 11.5. **Other Reports:** You will:
- 11.5.1. submit the Audited Financial Report to Us;
- 11.5.2. at Our request, submit, within the timeframe stipulated by Us, and other information or reports that may be necessary to establish to Our satisfaction that the terms of this Agreement and the Performance Indicators have been or are being satisfied by You.
- 11.6. **Non-compliance with Agreement:** If at any time We consider the Project is not being conducted by You in accordance with the provisions of this Agreement, We may request that You take the steps or make the changes as are specified in writing by Us to You to achieve compliance with the Agreement within a reasonable time.

12. Notifications

- 12.1. You will notify Us immediately:
- 12.1.1. of any corporate action (including a resolution), legal proceeding or other step taken by You or any other person in relation to:
- (i) the suspension of payments, winding up, dissolution, administration or reorganisation in respect of You;
 - (ii) entering into any scheme or arrangement with any of Your creditors;
 - (iii) the appointment of a liquidator, receiver, administrator or other similar officer in respect of You or any of Your assets; or
 - (iv) the enforcement of any security over any of Your assets;
- 12.1.2. of the occurrence of any event which is reasonably likely to have a material adverse effect on Your ability to complete the Project in accordance with the terms of this Agreement or on your financial condition; or
- 12.1.3. if you propose to sell or lease or otherwise dispose of any part of the land on which the Project is or will be carried out.

13. Performance monitoring and evaluation

- 13.1. **Operation of Project:** You and We agree to monitor and evaluate the Project against:

- 13.1.1. the Performance Indicators
 - 13.1.2. the Budget; and
 - 13.1.3. Your compliance with the terms of this Agreement.
- 13.2. **Co-operation:** You:
- 13.2.1. acknowledge that Our representative will maintain contact with You to monitor the implementation of the Project and of this Agreement; and
 - 13.2.2. agree to co-operate with Our representative in this role; and
 - 13.2.3. agree to Our representative attending Your board or committee meetings and visiting the Project at any reasonable time, upon giving You reasonable notice.

14. Publicity

- 14.1. **Acknowledgement of NSW Government Funding:** You will:
- 14.1.1. acknowledge the NSW Government's support for the Project in your annual reports and any written material or other public communication relating to the Project in accordance with the Brand Guidelines and the Funding Acknowledgement Guidelines;
 - 14.1.2. install signage at the site of any construction carried out under the Project within 30 days of construction commencing, in accordance with the Brand Guidelines and the Funding Acknowledgement Guidelines; and
 - 14.1.3. provide Us (by notice directed to the relevant representative in Item 1 of Attachment 1) with at least 15 Business Days' notice of any proposed announcements, launches or public events relating to the Project.
- 14.2. **Our right to publicise:** You acknowledge that the NSW Government may issue public communications on the provision of the Funding and your progress on completing the Project. The OoS will give you advice notice of any such communication and its content where practicable.

15. Intellectual Property and Project Materials

- 15.1. **Ownership of Intellectual Property:** Any Intellectual Property in all Project Materials created by You in the performance of the Project will be retained by You, or relevant third parties, as the case may be.
- 15.2. **Grant of licence:** You grant, and will ensure third parties grant, to Us, without cost, a non-exclusive, irrevocable, royalty free and transferable licence to use, reproduce, communicate to the public and adapt for Our own purposes all Intellectual Property in the Project Materials.
- 15.3. **Moral Rights:** You must hold, or obtain, consents from all authors of the Project Materials to Your and Our use and adaptation, without restriction and without any requirement to attribute the Project Materials to its authors.
- 15.4. **Copies of Project Materials:** If Project Materials are produced for publication as part of the Project, then 3 copies of these Project Materials shall be submitted to Us with the Final Performance Report.

16. Indemnity

- 16.1. **Your indemnity:** You shall at all times indemnify, hold harmless and defend Us and Our officers, employees and agents ("**those indemnified**") from and against liability or loss (including reasonable legal costs and expenses), which may be suffered or incurred by any of those indemnified by reason of or in connection with:

- 16.1.1. your breach of this Agreement;
 - 16.1.2. any unlawful, wrongful, wilful or negligent act or omission of You or Your officers, employees, agents, sub-contractors or volunteers;
 - 16.1.3. any illness, injury or death of any person caused or contributed to You or Your officers, employees, agents, sub-contractors, volunteers or invitees in connection with this Agreement or the Project;
 - 16.1.4. any loss or damage to real or personal property caused or contributed to by You or Your officers, employees, agents, sub-contractors, volunteers or invitees in connection with this Agreement or the Project; or
 - 16.1.5. any infringement or alleged infringement of any Intellectual Property (including Moral Rights) arising from the activities of the Project other than any Intellectual Property supplied by Us.
- 16.2. **Reduction of indemnity:** Your liability to indemnify those indemnified under this Agreement:
- 16.2.1. shall be reduced proportionally to the extent that any unlawful, wrongful, wilful or negligent act or omission of those indemnified caused or contributed to the liability or loss; and
 - 16.2.2. does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Agreement.
- 16.3. **Continuing obligation:** The indemnity in this clause is a continuing obligation of You separate and independent of any of Your other responsibilities and will continue beyond the termination of this Agreement.

17. Insurance

17.1. Obligation to insure:

- 17.1.1. You must maintain, until the End Date:
 - 17.1.1.1. adequate broad form public liability insurance to cover, as a minimum, all of Your obligations and liabilities under this Agreement; and
 - 17.1.1.2. workers' compensation insurance in accordance with applicable legislation in respect of all of Your employees.
- 17.1.2. You are responsible for maintaining the currency of any other relevant insurances including (as applicable) contract works insurance, professional indemnity insurance and directors and officers liability insurance.
- 17.1.3. Without limitation to this clause 17, you warrant that You have and will maintain appropriate insurance to cover any liability You may incur in relation to this Agreement and to ensure the delivery of each Project.
- 17.1.4. You must not do, permit or suffer any act, matter or thing or omission whereby any policy referred to in this clause 17 may be vitiated, rendered void or voidable.

17.2. Production of policies:

- 17.2.1. On request, You must produce satisfactory evidence to Us that any or all of the insurance policies required under this Agreement are current.
- 17.2.2. Should any insurance policy required under this Agreement lapse or be cancelled or replaced, you must provide a copy of the certificate of currency for the replacement policy as soon as possible.

18. Confidentiality

- 18.1. **Obligation to keep confidential:** You must keep Our Confidential Information in confidence and not disclose Our Confidential Information to any person without Our prior written consent.
- 18.2. **Limited disclosure:** You may disclose Our Confidential Information to Your personnel and legal and professional advisors provided You ensure that the recipient:
- 18.2.1. keeps Our Confidential Information confidential; and
 - 18.2.2. does not use Our Confidential Information except for the purposes of this Agreement.

19. Changes

- 19.1. Written agreement between You and Us must be obtained for any variation to:
- 19.1.1. this Agreement;
 - 19.1.2. any of the following matters outlined in the Attachments to this Agreement:
 - 19.1.2.1. the nature/purpose of the Project;
 - 19.1.2.2. the way in which the Project is to be carried out and completed;
 - 19.1.2.3. the Budget; and
 - 19.1.2.4. the Funding Period.

20. Ending this Agreement

- 20.1. **Termination after 20 days:** We may (by giving You 20 days' written notice) terminate this Agreement at any time, if, in Our opinion, any one or more of the following occurs:
- 20.1.1. You or an Activity Partner are not carrying out the Project diligently and competently;
 - 20.1.2. You have not achieved a Project Milestone by the date it is due to be completed;
 - 20.1.3. the Project is no longer viable; or
 - 20.1.4. there has been a material change in circumstances in:
 - 20.1.4.1. Your financial position, Your structure or Your identity; or
 - 20.1.4.2. the financial position, structure or identity of an Activity Partner.
- 20.2. **Immediate termination:** We may (by giving You written notice) immediately terminate this Agreement, if any one or more of the following occurs:
- 20.2.1. We, in Our absolute discretion, decide that You (or any Activity Partner) are or may be unable to comply with clause 3.3(a);
 - 20.2.2. You breach a provision of this Agreement in a manner that, in Our opinion, is not capable of remedy;
 - 20.2.3. You breach a provision of this Agreement that, in Our opinion, is capable of remedy and You fail to comply with a notice from Us to remedy the breach within the period for remedy specified in that notice; or
 - 20.2.4. any corporate action (including a resolution), legal proceeding or other step taken by You, an Activity Partner or any other person in relation to:
 - (i) the suspension of payments, winding up, dissolution, administration or reorganisation in respect of You or an Activity Partner;

- (ii) entering into any scheme or arrangement with any of Your creditors or any creditors of an Activity Partner;
- (iii) the appointment of a liquidator, receiver, administrator or other similar officer in respect of You or any of Your assets or in respect of an Activity Partner or any assets of an Activity Partner; or
- (iv) the enforcement of any security over any of Your assets or assets of an Activity Partner.

20.2.5. You or an Activity Partner have used or are using the Funding or part of the Funding for purposes other than those for which the Funding is made;

20.2.6. We are of the opinion that You or an Activity Partner have provided intentionally misleading or incorrect information as part of Your funding application or as part of this Agreement;

20.2.7. We are of the opinion that it is necessary to terminate this Agreement to protect Our reputation or the reputation of the NSW Government.

21. Obligations when this Agreement ends

21.1. **Delivery of Performance Reports and return of Confidential Information:** You must, except to the extent agreed between Us and You in writing, provide to Us within 7 days of termination or expiry of this Agreement:

21.1.1. any Performance Reports due to Us under this Agreement or otherwise requested by Us; and

21.1.2. all Our Confidential Information used by You or Your employees, agents or contractors or otherwise in their possession and all copies of such information.

21.2. **No entitlement to further payment:** For the avoidance of doubt, upon termination or expiry of this Agreement, You will not be entitled to any further payments under this Agreement, notwithstanding that the amount paid to You could be less than the Funding specified in this Agreement.

21.3. **Our rights and remedies not prejudiced:** Any termination of this Agreement by Us is without prejudice to any of Our accrued rights or remedies.

21.4. **No compensation for termination:** We are not liable to pay you any compensation or costs if this Agreement is terminated in accordance with clause 20 and you irrevocably and unconditionally release Us, the Crown in right of the State of New South Wales and their officers, employees and agents in respect of such termination.

21.5. **Clauses that survive termination:** Clauses 6, 11, 14, 15, 16, 17.2, 18, 21, 22, 23.1(b) and any other provision of this Agreement which by its nature should survive termination shall survive termination, expiry or repudiation of this Agreement.

22. Obligations when the Project completes

22.1. You agree to maintain and not to demolish, eradicate, remove, dispose of or otherwise interfere with the infrastructure, facilities or improvements created by the Project for 5 to 10 years after the completion of the Project.

22.2. As the Funding is provided to benefit the local community and conversion or disposal through sale or otherwise of assets acquired with the Funding is not consistent with this purpose, if You intend to convert or dispose of assets funded by the Fund within 5 years from the completion of the Project, you must notify Us immediately with the intended conversion or disposal.

- 22.3. Where We request, You must repay the Funding that was expended on the asset disposed of or converted within 1 month of the disposal or conversation.
- 22.4. If We notify You that We require repayment of any amount under clause 25.3, that amount will become a debt due and owing by You to Us.
- 22.5. This clause 22 shall survive termination, expiry or repudiation of this Agreement.

23. Consent of land owner

- 23.1. In the event that You are not the owner of all or part of the land where the Project will be constructed, installed or otherwise delivered, You:
 - 23.1.1. warrant that You have obtained the approval and agreement of the land owner to construct, install or otherwise deliver the Project on their land; and
 - 23.1.2. indemnify and agree to keep indemnified Us, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by the land owner as a result of or in connection with the Project.

24. Restriction on the Use of Land

- 24.1. In the event that the purpose of some or all of the Funding is to purchase land for the Project, You agree that:
 - 24.1.1. You (and not any Activity Partner) must purchase that land;
 - 24.1.2. before purchasing any such land, You must advise Us that You propose to purchase land for the Project (unless the proposed purchase is identified in Your funding application for the Project);
 - 24.1.3. We may register on the title for the land purchased by You a Restriction on the Use of Land, restricting the use of the land to community purposes; and
 - 24.1.4. You will do everything necessary to allow the Restriction on the Use of the Land to be registered on the title of the land, including executing any dealing and producing title to allow for registration.

25. Dispute resolution

- 25.1. The parties must attempt to settle any dispute in relation to this Agreement in accordance with this clause 25 (**Dispute resolution**) before resorting to court proceedings or any other dispute resolution process:
 - 25.1.1. A party claiming that a dispute has arisen, must give written notice of the dispute to the other party. On receipt of this notice the parties must within 14 days of receipt seek to resolve the dispute.
 - 25.1.2. If the dispute is not resolved within 14 days, or within such further period as the parties agree in writing, then the dispute is to be referred to the Australian Disputes Centre (**ADC**) for mediation.
 - 25.1.3. The mediation shall be conducted in accordance with the ADC Mediation Guidelines, which set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
 - 25.1.4. If the dispute is not settled within 28 days (or such other period as agreed to in writing between the parties) after appointment of the mediator, or if no mediator is appointed within 28 days of the referral of the dispute to mediation, the parties may pursue any other procedure available at law for the resolution of the dispute.

- 25.1.5. If We request it, You must continue performing this Agreement while a dispute is being dealt with in accordance with this clause, other than such obligations (or part thereof) which are the subject of the dispute, to the extent practicable to do so.
- 25.2. Nothing in this clause 25 (**Dispute resolution**) will prevent either party from seeking urgent interlocutory relief.

26. Notices

- 26.1. **Change of contact details:** You must inform us within 7 days of any changes to Your contact details set out in Item 1 of the Attachment 1.
- 26.2. **Notice requirements:** A notice under this Agreement must be:
- 26.2.1. in writing, directed to the relevant representative as set out in Item 1 of Attachment 1; and
 - 26.2.2. forwarded to the address or email address of that representative as set out in Item 1 of Attachment 1.
- 26.3. **When a notice is served:** A notice under this Agreement will be deemed to be served:
- 26.3.1. in the case of delivery in person – when delivered to the recipient's address for service and a signature received as evidence of delivery;
 - 26.3.2. in the case of delivery by post – within 3 Business Days of posting; or
 - 26.3.3. in the case of delivery by email – on receipt of confirmation by the sender that the recipient has received the email.
- 26.4. **Delivery on a non-Business Day or after 5pm:** Notwithstanding the provisions of this clause 26 (**Notices**), if delivery or receipt of a communication is on a day which is not a Business Day in the place to which the communication is sent or is later than 5pm (local time in that place) it will be deemed to have been duly given or made at 9am (local time in that place) on the next Business Day in that place.

27. General

27.1. Waiver

- 27.1.1. The NSW Government, Us and our respective officers do not accept any responsibility or liability for works carried out and bear no responsibility for the Project.
 - 27.1.2. No failure or delay by Us or our officers in exercising any right, power or remedy under this Agreement, and no course of dealing with You, will operate as a waiver of a breach or a default by You.
 - 27.1.3. Any waiver by Us or our officers of a breach or default of this Agreement must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.
- 27.2. **Further assurance:** Each party must promptly execute all documents and do all things required by law, or that the other party from time to time reasonably requests, to effect, perfect or complete this Agreement and all transactions incidental to it.
- 27.3. **Entire agreement:** This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter of this Agreement. Any prior arrangements, representations or undertakings as to the subject matter of this Agreement are superseded.
- 27.4. **Non-waiver:** No failure or delay by Us in exercising any right power or remedy under this Agreement and no course of dealing or grant by Us to You of any time or other consideration, will operate as a waiver of the breach or a default by You. Any waiver by

Us of a breach of this Agreement will not be construed as a waiver of any further breach of the same or any other provision.

- 27.5. **Conflict of interest:** You warrant that at the date of this Agreement, no conflict of interest exists or is likely to arise in relation to execution of this Agreement or its subject matter. You undertake to notify Us, in writing, immediately upon becoming aware of the existence, or possibility, of a conflict of interest and agree to comply with any reasonable directions by Us to appropriately manage the conflict of interest, within the time frame stipulated by Us in writing.
- 27.6. **Severability:** If any part of this Agreement is prohibited, void, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.
- 27.7. **Assignment:** You must not assign or novate your obligations or interests under this Agreement, without Our prior written consent.
- 27.8. **Counterparts:** This Agreement may be signed in any number of counterparts which taken together will constitute one instrument.
- 27.9. **Relationship:**
- 27.9.1. Nothing in this Agreement is intended to create a partnership, joint venture or agency relationship between the parties;
 - 27.9.2. You shall not hold yourself out to be an employee, partner, agent or representative of Us; and
 - 27.9.3. All work performed by You and all contracts made by You to carry out the Project shall be performed and made by You as principal and not as agent for Us. In all dealings in relation to the Project, You shall act solely on Your own account.
- 27.10. **Applicable law:** This Agreement is governed by, and must be construed in accordance with, the laws in force in the State of New South Wales.
- 27.11. **Governing jurisdiction:** You and We submit to the exclusive jurisdiction of the Courts exercising jurisdiction in the State of New South Wales and the courts of appeal therefrom.

EXECUTED AS A DEED

Executed by)
NORTHERN SYDNEY AND BEACHES HOCKEY ASSOCIATION)
(name of Recipient as per the Agreement Details))
ABN: 20 504 267 521)
)

[company seal may be affixed here]

Signed, sealed and delivered for and on)
behalf of the Crown in right of the State of New)
South Wales represented by the Office of Sport,)
but not so as to incur any personal liability)

by.....)
(name and title of authorised officer))

.....)
(signature of authorised officer)

in the presence of.....)
(name of witness))

.....)
(signature of witness)

DATE:

ATTACHMENT 1 AGREEMENT DETAILS

This attachment forms part of the Funding Agreement between Us and You.

Item 1 Contact Details

Us: **contact name:** Lauren Rech, Funding and Performance, Office of Sport
contact address: Locked Bag 1422, Silverwater NSW 2128
contact telephone: 02 8754 8703
contact email: lauren.rech@sport.nsw.gov.au

You: **contact name:** David Johnston
contact address: Barra Brui Oval, Burraneer Avenue, St Ives NSW 2075
contact telephone: M: 0424 175 996
contact email: president@nsbhockey.com.au

Item 2 Funding Period

Commencement Date: Date of last signing of this Agreement by a party to it

End Date: March 2022 unless:

- (a) extended in, accordance with clause 2.2 of this Agreement, in which case it will be the date so extended; or
- (b) terminated earlier in accordance with clause 22 of this Agreement, in which case it will be the date of termination.

Performance Report Date: See Table 1 in clause 8.1

Item 3 Project

BARRA BRUI HOCKEY CENTRE

The Project is further described in the Project Plan.

Item 4 Funding

Funding, in a total amount of up to **\$2,250,000**(exc GST) is to be made by way of Instalments, subject to the terms of this Agreement.

Contributions by You

You will pay Contributions as follows:

a) **NORTHERN SYDNEY AND BEACHES HOCKEY ASSOCIATION - \$200,000**

Contributions by other Activity Partners

Other Activity Partners will pay Contributions as follows:

a) **Ku-ring-gai Council - \$250,000**

b) **North Shore Women's Hockey Association - \$200,000**

c) **Local Hockey Community - \$350,000**

Item 5 Supporting Documentation**Documentation required in support of Your claim for each Instalment payment:**

- (a) Performance Report;
 - 27.11.2. completed GST form;
 - 27.11.3. completed EFT (**electronic funds transfer**) form; and
 - 27.11.4. any other supporting documents requested by Us, which evidences to Our satisfaction that the Project Milestone relating to that Instalment has been achieved.

Copies of the GST form and the EFT form are available from Us.

Item 6 Tax Invoice

1. In addition to complying with clause 4.2 of this Agreement, all Tax Invoices must:
 - (a) be clearly addressed to the NSW Office of Sport;
 - (b) be sent to: Lauren Rech, Funding and Performance, Office of Sport, at Level 3, 6B Figtree Drive, Sydney Olympic Park, NSW 2127 or Locked Bag 1422, Silverwater NSW 2128 and
 - (c) display prominently the words "Tax Invoice".

2. All Tax Invoices must contain the following information:
 - (a) the name of the Project;
 - (b) Your name;
 - (c) Your ABN;
 - (d) the amount requested;
 - (e) the GST component (listed separately to the amount requested); and
 - (f) the total amount requested.

ATTACHMENT 2

DICTIONARY AND INTERPRETATION

This Attachment forms part of the Funding Agreement between Us and You

Part 1 **DICTIONARY**

In this Agreement, unless the context otherwise require:

“Activity Partner” means another body which is also making a financial contribution to the Project as specified in Item 4 of Attachment 1;

“Agreement” means this Agreement including the Attachments;

“Attachment” means an attachment to this Agreement;

“Audited Financial Report” means an audited financial report as specified in Item C of the table in Part B of Attachment 3;

“Brand Guidelines” means the NSW Government Brand Guidelines as amended or updated from time to time, available at the time of execution of this Agreement at <https://communications.dpc.nsw.gov.au/branding/>;

“Budget” means the budget contained in Attachment 4;

“Business Day” means the day which is not a Saturday, Sunday or public holiday in Sydney, NSW;

“Certificate of Practical Completion” means a certificate of practical completion for the Project issued in form and substance acceptable to Us;

“Commencement Date” means the date specified as such in Item 2 of Attachment 1;

“Confidential Information” means any information and all other knowledge at any time disclosed (whether in writing or orally) to You by Us, or acquired by You in carrying out the Project which:

- (d) is by its nature confidential;
- (e) is designated, or marked, or stipulated as confidential; or
- (f) You know or ought to know is confidential;

But does not include information which:

- (g) is or becomes public knowledge other than by breach of this Agreement;
- (h) is in Your lawful possession without restriction in relation to disclosure before the date or receipt of the information from Us or a third party;
- (i) has been developed or acquired by You independently of the carrying out of the Project;
- (j) is ascertainable through independent enquiries;
- (k) is required to be disclosed pursuant to Memorandum No. 2007-01 Disclosure of Information arising from NSW Government Tenders and Contracts dated 8 January 2007, as amended or updated from time to time; or

(l) is required to be disclosed pursuant to law, regulation, legal process or a regulatory authority;

“Contribution” means the amount of funds to be contributed by You any other Activity Partner to the costs of the Project as specified in Item 4 of Attachment 1;

“End Date” means the date specified as such in Item 2 of Attachment 1;

“Final Performance Report” means the report described in Item B of the table in Part B of Attachment 3;

“Financial Year” means the period of 12 months beginning on:

- (a) 1 July in a calendar year; or,
- (b) if You have a financial year that begins on some other date, that date.

“Fund” means the Greater Sydney Sports Facility Fund;

“Funding” means funding specified in Item 4 of Attachment 1;

“Funding Acknowledgement Guidelines” means the NSW Government Funding Acknowledgement Guidelines as amended or updated from time to time, available at the time of execution of this Agreement at <https://communications.dpc.nsw.gov.au/branding/>;

“Funding Period” means the period specified in Item 2 of Attachment 1;

“GST Law” means *A New Tax System (Goods & Services Tax) Act 1999* (Cth), related legislation and any delegated legislation made pursuant to such legislation;

“Instalment” means an instalment of the Funding;

“Intellectual Property” includes patent, know-how, copyright, design, semi-conductor or circuit layout rights, trade mark, trade, business or company names or other proprietary rights and any rights to registration of such rights, whether created before or after the Commencement Date in Australia or elsewhere;

“Moral Rights” means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing at the Commencement Date or which may come into existence on or after the Commencement Date;

“Performance Indicator” means the performance indicator which enables Us to evaluate Your performance of the Project, as set out in the Project Plan;

“Performance Report” means the report described in Item A of the table in Part B of Attachment 3;

“Performance Report Date” means the date specified in Item 2 of Attachment 1;

“Project” means the project which is described in Item 3 of Attachment 1 and more fully described in the Project Plan;

“Project Materials” means all material created by or on Your behalf for the purpose of the Project, including documents, software and data stored by any means;

“Project Milestones” means the Project Milestones set out in Table 1 in clause 8.1 of this Agreement.

“Project Plan” means the Project Plan contained in Attachment 5;

“Restriction on the Use of Land” a restriction on the use of land by a prescribed authority (Form LRS 13RPA) pursuant to s. 88E(3) of the *Conveyancing Act 1919* (NSW).

“Supporting Documentation” means the relevant supporting documentation, as specified in Item 5 of Attachment 1;

“Tax Invoice” means a request for payment that meets the requirements specified in Item 6 of Attachment 1;

“Unexpended Funding” means Funding paid to You that is unspent at the End Date and includes:

- (m) Funding that is committed but unspent; and
- (n) Interest earned on any Funding paid to You that is unspent at the End Date.

Part 2 INTERPRETATION

1. **Inconsistency:** In the event of an inconsistency between the terms of this Agreement, for the purpose only of resolving the inconsistency, the documents that comprise this Agreement are to be considered in the following order of decreasing priority:
 - (o) the operative provisions in the main body of this Agreement;
 - (p) Attachment 2 (**“Dictionary and Interpretation”**);
 - (q) Attachment 1 (**“Agreement Details”**); and
 - (r) the other Attachments.
2. Except where the context otherwise requires, a reference in this Agreement to:
 - (s) the singular number includes a reference to a plural number and vice versa;
 - (t) a gender includes a reference to the other genders and each of them;
 - (u) any person or company shall mean and include the legal personal representative, successor in title, and permitted assigns of such person or company as the circumstances may require;
 - (v) words and expressions importing natural persons include partnerships, bodies corporate, associations and governmental and local authorities and agents;
 - (w) any organisations, associations, societies, groups or bodies shall, in the event of them ceasing to exist or being reconstituted, renamed or replaced or if the powers or functions of any of them are transferred to any other entity, body or group,

refer respectively to any such entity, body or group, established or constituted in lieu thereof or succeeding to similar powers or functions;

- (x) statutes, regulations, ordinances or by-laws shall be deemed for all purposes to be extended to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
- (y) a month shall be construed as a reference to a calendar month; and
- (z) "includes" and "including" mean by way of example but without limitation.

- 2.1 Monetary references are references to Australian currency.
- 2.2 Where any time limit is pursuant to this Agreement falls on a Saturday, Sunday or public holiday in the State of New South Wales then that time limit shall be deemed to have expired on the next Business Day.
- 2.3 Where You are comprised of more than one person, each of Your obligations will bind those persons jointly and severally and will be enforceable against You jointly and severally.
- 2.4 The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 2.5 No rule of construction operates to the detriment of a party only because that party was responsible for the preparation of this Agreement or any part of it.
- 2.6 Where there occurs a reference to the doing of anything by Us including giving any notice, consent, direction or waiver, this may be done by any officer we duly authorise.

ATTACHMENT 3 RECORDS AND REPORTS

This Attachment forms part of the Funding Agreement between Us and You

Part A Records

- (a) You must provide to Us a copy of Your constitution or memorandum and Articles of Association, if requested.
- (b) You are required to maintain minimum organisational records (including accounting and financial records) under the various forms of incorporation legislation in external scrutiny of the organisation's yearly activities.
- (c) You are required to maintain a complete set of accounting records and financial records, including, where relevant:

Accounting Records

- Cash Book
- Bank Deposit Book
- Cheque Butts
- Petty Cash Book (kept on imprest system)
- Pre-numbered Official Receipt Book
- Monthly Bank Reconciliation of Cash Book
- Documentation of all Expenditure with evidence of approval (e.g. Management Committee of Officers as authorised under the organisation's approved constitution)
- Wages Records/Time Sheets (where staff are employed).

The above may be encompassed in an adequate computerised accounting system.

Financial Records

- Balance Sheet
- Income and Expenditure Statement or Profit & Loss Statement
- Asset/Inventory Register

Part B Reports

1. You must prepare and submit to Us the reports meeting the description and requirements specified below, as required by Us under this Agreement. We may prescribe the form of the reports and manner of submission by written notice to You from time to time.
2. All financial reports must comply with Australian Accounting Standards issued by the Australian Accounting Standards Board, as amended from time to time.
3. All reports must be emailed to: grantsunit@sport.nsw.gov.au , or sent to Office of Sport, at Level 3, 6B Figtree Drive, Sydney Olympic Park, NSW 2127 or Locked Bag 1422, Silverwater NSW 2128

Item	Report name	Description	Special requirements	Reporting period and frequency & submission
A	Performance Report	<ol style="list-style-type: none"> 1. A summary report documenting progress on the Project to date; and 2. A Statement of Income and Expenditure. 	This report must be signed by Your authorised delegate.	Report to be submitted to Us within 7 days after the applicable Performance Report Date.
B	Final Performance Report	<ol style="list-style-type: none"> 1. A summary report (“Summary Report”) documenting completion of the Project; and 2. The following financial information: <ol style="list-style-type: none"> (a) Completed Statement of Income and Expenditure; (b) Completed Certification Statement (Acquittal Certificate); and (c) Any additional documents required in accordance with any notes to the financial statements. 	<ol style="list-style-type: none"> 1. The Summary Report must be signed by Your authorised delegate. 2. The Certification Statement must be signed by two of the office bearers specified at the top of the Certification Statement. 3. A Certificate of Practical Completion must be provided with the Final Performance Report. 4. Three copies of the Project Materials must be provided with the Final Performance Report if required under clause 15.4. 	Report to be submitted to Us within 14 days or the earlier of: <ol style="list-style-type: none"> (a) the completion of the Project; (b) the expiry of this Agreement; or (c) the termination of this Agreement.

C	Audited Financial Report	Complete audited financial statements showing Your full activities, including a financial statement that clearly indicates how the Funding has been applied to the Project.	<p>The report is to be:</p> <ul style="list-style-type: none"> (a) prepared in accordance with Australian Accounting Standards and any statutory requirements that govern your accounting and financial records; (b) be signed by Your Chief Financial Officer or equivalent authorised officer; and (c) incorporate a statement by an independent qualified accountant certifying that the financial statements present fairly that the Funding has been spent solely on the Project and in accordance with the Agreement. 	<p>The report is to be provided to Us within 3 months of:</p> <ul style="list-style-type: none"> (a) the end of each Financial Year during the Funding Period, in relation to that Financial Year; and (b) the end of the Financial Year following the End Date, in relation to the Financial Year up to the End Date.
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ATTACHMENT 4 BUDGET

This Attachment forms part of the Funding Agreement between Us and You.

ITEM	\$
A. INCOME	
<i>Grant</i>	
<i>Applicant's contribution (e.g.: Fundraising, Trading/Operating Activities)</i>	
<i>Other income</i>	
Sub-Total (A)	
B. EXPENDITURE – DIRECT COSTS	
<i>Salaries and Wages and associated costs (e.g.: Annual Leave Expense, Fringe Benefits Tax, Superannuation)</i>	
<i>Travel & Accommodation</i>	
<i>Other, please specify</i>	
Sub-Total (B)	
C. EXPENDITURE – ADMINISTRATION	
<i>Accommodation (eg: Rent)</i>	
<i>Administration (eg: Telephone & Fax Charges, Printing & Stationery)</i>	
<i>Other service costs (eg: Accounting Fees, Legal Fees)</i>	
Sub-Total (C)	
D. TOTAL COST (B + C) (D)	
E. ONE-OFF/OTHER COSTS (e.g. set-up costs)	
Total (E)	
<i>[*]</i>	

ATTACHMENT 5 PROJECT PLAN

PROJECT PLAN

Recipient Organisation: Insert details
 Project/Service: Insert details
 Reporting Period: Insert details

Objective/s: Insert details
 Target Group/s: Insert details
 Target Area/s: Insert details

Task/Strategy	Timeframe		Performance Indicator	Person(s) responsible and details of their roles
What will be done? List the Project activities to be undertaken in the order they will be done.	Start date	Completion date	How will you determine if anyone is better off? State how the results (outcomes/outputs) will be measured.	(optional)
Insert details			Insert details	Insert details
Insert details			Insert details	Insert details
Insert details			Insert details	Insert details
Insert details			Insert details	Insert details
Insert details			Insert details	Insert details
Insert details			Insert details	Insert details