

McArthur River Mine Community Benefits Trust

Funding Agreement

PLEASE READ THE WHOLE OF THIS AGREEMENT CAREFULLY.

Provider of funding	McArthur River Mine Community Benefits Ltd (ABN 32 726 745 226) referred to throughout this Agreement as “the Trustee”.
Recipient of funding (<i>i.e.</i> name of organisation entering into the Agreement).	[Recipient’s Legal Name and ABN] referred to throughout this Agreement as “You” or “Your”.
Amount of funding:	Up to [\$ INSERT AMOUNT] (GST exclusive), being the total funds granted, which will be referred to in this Agreement as the “ Funding ”.
Name of Project for which funding is being provided:	Funding to (INSERT DETAILS), as specified in Attachment B, which will be referred to in this Agreement as the “ Approved Project ”.
Projects must be completed by:	DATE, this will be referred to in this Agreement as the “ Completion Date ”.

If You wish to enter into this agreement, You should indicate Your acceptance by signing and dating this agreement in the space provided, and returning one signed copy to:

The McArthur River Mine Community Benefits Trust
Project Officer
cbt@planc.com.au

TERMS AND CONDITIONS OF FUNDING

The Funding detailed above is given on a series of conditions (set out below) which You must *read*, *sign* and *date* to show Your acceptance.

1. PERIOD OF AGREEMENT

- 1.1 This Agreement will take effect from the day that the last party signs the Agreement until the Completion Date (“Funding Period”).

2. TRUSTEE OBLIGATIONS

Payment of Funding

- 2.1 The Trustee will pay You up to the Funding on the terms and conditions set out in this Agreement.

3. YOUR OBLIGATIONS

Bank Details

- 3.1 You must provide the Trustee with the details of Your bank account requested in Annexure A, so that the Funding can be paid into Your bank account.

Approved Project and Use of Funding

- 3.2 You must:
- 3.2.1 use the Funding for the purposes of the Approved Project only;
 - 3.2.2 ensure that the Approved Project is completed by the Completion Date; and
 - 3.2.3 notify the Trustee if the Approved Project cannot be completed by the Completion Date as soon as reasonably practical after You become or ought to have become aware of not being able to complete the Approved Project by the Completion Date.
- 3.3 If the Approved Project cannot be completed by the Completion Date, You may request in writing to the Trustee that the Trustee accept an alternative completion date along with setting out Your reasons as to why the Trustee should consent to an alternative completion date;
- 3.4 If the Trustee receives a request in accordance with clause 3.3, the Trustee may accept an alternative completion date at its absolute discretion and set any conditions as it sees fit.
- 3.5 If You decide to suspend or cease any of the Approved Project or any activities in relation to the Approved Project, You must immediately notify the Trustee. The Trustee may request repayment of funds for the ceased parts of the Approved Project. If the Trustee requests that You repay the Funding, You must do so within thirty (30) days.
- 3.6 If the Trustee believes that You have not used the Funding for the purpose of the Approved Project, the Trustee may request repayment of all or part of the Funding. If the Trustee requests that You repay the Funding, You must do so within thirty (30) days.

- 3.7 Where You have completed the Approved Project but have not spent the entire Funding, the Trustee may request repayment of the unspent amount of the Funding. If the Trustee requests that You repay the unspent amount of the Funding, You must do so within thirty (30) days.
- 3.8 Where You have not spent all of the Funding You may ask the Trustee if You can keep the unspent money for a particular purpose. You must make this request in writing to the Trustee within thirty (30) days before the Completion Date.
- 3.9 Any request to vary the Approved Project must be submitted immediately and in writing to the Trustee. The letter must provide reasons for the change and a quotation for the proposed variation. The Funding can only be utilised for a new purpose after the Trustee provides written approval which the Trustee may withhold any such approval at its absolute discretion or be conditional as the Trustee deems fit.

Insurance and Indemnity

- 3.10 You must take out and keep in force appropriate insurance policies for:
 - 3.10.1 any assets purchased with the Funding;
 - 3.10.2 public liability; and
 - 3.10.3 insurance under the *Work Health and Safety Act* when necessary.
- 3.11 You indemnify (and keep indemnified) the Trustee, its officers, employees, and agents against any:
 - 3.11.1 loss, damage or other liability incurred by the Trustee;
 - 3.11.2 loss or expense incurred by the Trustee in dealing with any claim against it, (including legal costs);

That is caused by or arises from:

- 3.11.3 an act or omission by You, or any of Your employees, agents, volunteers, or subcontractors in connection with this Agreement, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
- 3.11.4 failure by You to comply with all of Your obligations under this Agreement; and or
- 3.11.5 any claim made or threatened with by legal proceedings or otherwise, against the Trustee by a third party on the grounds that, by virtue of rights to which such third party lays claim under copyright or any other similar right or claim, such third party is entitled to prevent or interfere with the free use of any or all of the Material under or in accordance with this Agreement or for the purpose of the Approved Project under this Agreement,

except that to the extent that the loss, damage, expense or other liability is caused or contributed to by the Trustee, then Your indemnity in this clause 3.11 will be reduced proportionately to the extent that an act or omission of the Trustee has contributed to the loss, damage, expense or other liability.

Representations and warranties

- 3.12 You represent and warrant that You:
 - 3.12.1 are the sole author of any material developed by You under or in accordance with this Agreement or for the purpose of the Approved Project under this Agreement, which are original to You;
 - 3.12.2 own all Intellectual Property in any material developed by You under or in accordance with this Agreement or for the purpose of the Approved Project under this Agreement necessary to grant the licence to the Trustee under this Agreement; and

3.12.3 have the power and capacity to enter into this Agreement and to perform Your obligations under this Agreement.

3.13 You will unconditionally indemnify and keep indemnified the Trustee its officers, employees, and agents against all losses, liabilities, costs and expenses (including reasonable legal expenses as between solicitor and client) that a party incurs as a direct result of a breach of any of the other party's representations or warranties under clause 3.12.

Acknowledgment of Funding

3.14 You must acknowledge the Trustee's contribution to the Approved Project in all promotional and advertising material in both traditional and social media by using:

3.14.1 logos of the McArthur River Mine Community Benefits Trust; and

3.14.2 the phrase "sponsored/supported by the McArthur River Mine Community Benefits Trust"; and

3.14.3 the use of the @MRMCommunityBenefitsTrust tag on social media; and

3.14.4 erecting signage reflecting that the Project is supported by the McArthur River Mine Community Benefits Trust to be provided to You by the Trustee (for infrastructure projects).

3.15 All acknowledgments of funding must be included in the milestone schedule reports. Should any media outlets request further comment from MRM CBT, please contact Project Officers immediately to liaise contact with the MRM CBT Spokesman (the Chair)

4. MUTUAL AGREEMENTS

Intellectual Property

4.1 In this Agreement:

4.1.1 "**Material**" means all information:

- A. brought into existence under or in accordance with this Agreement or for the purpose of the Approved Project under this Agreement;
- B. incorporated in, supplied or required to be supplied along with the information referred to in clause 4.1.1A; or
- C. copied or derived from information referred to in clauses 4.1.1A and 4.1.1B;

4.1.2 "**Intellectual Property**" means all intellectual property rights including patents, copyright, rights in circuit layout, registered designs, trademarks and any right to have confidential information in relation to and connected with this Agreement, kept confidential.

4.2 Subject to clause 4.3 and unless otherwise agreed, the Intellectual Property in all Material developed by You will vest solely in You.

4.3 Any Intellectual Property in any Material developed by You with respect to any Aboriginal cultural aspects, references, elements or otherwise will vest in such Aboriginal persons that assisted You in creating the Material (in such proportions as may be determined at the sole discretion of the Trustee). In the event that such Aboriginal persons are unable to be identified to the satisfaction of the Trustee, such Intellectual Property will vest solely in the Trustee.

4.4 You grant, or undertake to arrange for a third party to grant to the Trustee, a perpetual, irrevocable, royalty-free, licence fee-free, world-wide, non-exclusive licence (including a

right of sub-licence) to use, copy, modify, reproduce, adapt, publish, perform, broadcast, communicate and distribute any Intellectual Property in, or forming part of, the Material, but only in conjunction with the Trustee's principle purpose as set out in its trust deed that may vary from time to time.

- 4.5 Notwithstanding any other provision of this Agreement:
- 4.5.1 You must not use any Material (or permit any third party to use any Material) in such a manner that the Trustee considers (at its absolute discretion) to be culturally inappropriate or offensive.
 - 4.5.2 the Trustee may at any time issue a notice to You indicating that the Trustee considers that use of the Material is culturally inappropriate or offensive. On receipt of any such notice, You must immediately cease using the Material (and procure any third party to cease using the Material) and comply with all directions in the notice.
- 4.6 You must ensure that, in any subcontracts that You enter into with a third party for the purposes of developing and producing the Material, You secure for the Trustee equivalent rights to those set out in this clause 4.
- 4.7 If requested by the Trustee, You agree to bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to the Intellectual Property rights set out in clauses 4.3 and 4.5.
- 4.8 You warrant that:
- 4.8.1 You are entitled, or will be entitled at the relevant time, to deal with the Intellectual Property in the Material in the manner provided for in clause 4.4; and
 - 4.8.2 that anything done by You in the course of the Approved Project, including developing the Material, will not infringe the Intellectual Property rights of any person.
- 4.9 Clauses 4.1 to 4.9 (inclusive) will survive the expiration or earlier termination of this Agreement.

Confidential Information

- 4.10 In this Agreement "**Confidential Information**" means any information:
- 4.10.1 which is by its nature confidential;
 - 4.10.2 which is designated as confidential by the person by or for whom the Information is provided;
 - 4.10.3 which a party knows, or ought to know, is confidential;
 - 4.10.4 which is agreed between the parties after the date of this Agreement as constituting Confidential Information for the purposes of this Agreement;
- and includes the terms (but not the existence) of this Agreement, but excludes information which:
- 4.10.5 is or becomes public knowledge other than by:
 - A. fault of a party;
 - B. breach of this Agreement; or
 - C. any other unlawful means;
 - 4.10.6 was already in the possession of the party who receives the information (the "**Receiving Party**") without restriction in relation to disclosure before the other party gave it to the Receiving Party; or

- 4.10.7 had already been independently developed or acquired by the Receiving Party before the other party gave it to the Receiving Party.
- 4.11 Subject to clause 4.13, You must not, without the prior written consent of the Trustee, use or disclose any Confidential Information.
- 4.12 In giving written consent to use or disclose its Confidential Information, the Trustee may impose such conditions as it thinks fit, and You agree to comply with those conditions.
- 4.13 You will not be in breach of your confidentiality obligations under this Agreement where that Confidential Information:
- 4.13.1 is disclosed by You to Your employees, agents or subcontractors, solely in order to comply with obligations, or to exercise rights, under this Agreement, or is disclosed to Your internal management personnel, solely to enable effective management or auditing of Agreement-related activities;
 - 4.13.2 is authorised or required by law to be disclosed;
 - 4.13.3 is disclosed by a party and is information in a material form in respect of which an interest, whether by license or otherwise, in Intellectual Property in relation to that material form, has vested in, or is assigned to, the party under this Agreement or otherwise, and that disclosure is permitted by that license or otherwise; or
 - 4.13.4 is in the public domain otherwise than due to a breach of Your confidential obligations under this Agreement.
- 4.14 You warrant that where a disclosure of the Confidential Information is permitted under clause 4.13, that each person is subject to the contractual or other duties of confidentiality to You at least to the extent imposed upon You pursuant to this Agreement before such disclosure is made.
- 4.15 You will immediately upon termination of this Agreement, or on written demand by the Trustee, deliver up to the Trustee or destroy, all material in whatever form, comprising or containing any of the Confidential Information and all other property of the Trustee which may be in Your possession or any third party under Your control. If You or any third party under Your control destroy any Confidential Information, You agree upon the request of the Trustee to certify in writing to the Trustee (in a form satisfactory to the Trustee, at its absolute discretion) that the Confidential Information has been destroyed.
- 4.16 The confidentiality obligations under this Agreement will survive the expiration or earlier termination of this Agreement.

Personal Information

- 4.17 In this Agreement:
- 4.17.1 “**Act**” means the *Privacy Act 1988* (Cth);
 - 4.17.2 “**Personal Information**” means all information about a person that is “personal information” as defined in the Act which is collected and/or handled by any of the parties in connection with this Agreement; and
 - 4.17.3 “**Privacy Laws**” means:
 - A. the Act; and
 - B. the Information Privacy Principles set out in the Act or any ‘code of practice’ approved under the Act that applies to any of the parties to this Agreement.
- 4.18 You agree:

- 4.18.1 to deal with all Personal Information collected or obtained pursuant to this Agreement in a manner which is consistent with the Privacy Laws and any other relevant privacy legislation;
 - 4.18.2 to ensure that any of the Your employees, agents or subcontractors, and any other person who may have access to Personal Information held by You, are aware of and undertake to not access, use, disclose or retain Personal Information except in performing their duties of employment, agency or subcontract;
 - 4.18.3 to ensure that any subcontract entered into by it for the purpose of fulfilling its obligations under this Agreement will contain provisions to ensure that the subcontractor has the same awareness and obligations as You has under this clause, including this requirement in relation to subcontracts;
 - 4.18.4 to collect, use, disclose or otherwise deal with Personal Information only for the purposes of fulfilling Your obligations under this Agreement;
 - 4.18.5 at the expiration or earlier termination of this Agreement, or such longer period as any Personal Information is required to be held or retained by You pursuant to this Agreement, to either return to the Trustee, or at the Trustee's request, delete or destroy, all Personal Information received, created or held by the party for the purposes of this Agreement; and
 - 4.18.6 to indemnify the Trustee in respect of any liability, loss or expense incurred arising out of or in connection with a breach of the obligations of You under this clause.
- 4.19 The Personal Information obligations under this Agreement will survive the expiration or earlier termination of this Agreement.

Failure to comply with this Agreement

4.20 If You:

- 4.20.1 fail to carry out the Approved Project in accordance with this Agreement;
- 4.20.2 do not apply the Funding for the Approved Project; and/or
- 4.20.3 fail to comply with any other requirement of this Agreement,

You will be in breach of this Agreement.

- 4.21 If it is found that You are in breach of this Agreement, the Trustee may give You notice in writing asking You to rectify the breach and specifying a period in which the breach must be rectified.
- 4.22 If the breach is not rectified within the time specified by the Trustee in the notice sent to You the Trustee may terminate this Agreement immediately by written Notice to You.
- 4.23 If this Agreement is terminated, You agree to repay to the Trustee any of the Funding not spent or put towards the Approved Project.

No Employment, Partnership or Agency

- 4.24 Nothing in this Agreement or its performance gives rise to any relationship of employment, partnership or agency between the parties, and it is the express intention of the parties that any such relationships are denied.
- 4.25 You acknowledge that any agreement entered into between You and a third party in relation to this Agreement or the Approved Project, constitutes a private contractual arrangement between You and that third party, and the Trustee will not be deemed to be a party to any

such agreements, understandings and arrangements, and the Trustee will not be responsible for any monies owed by either party to such agreement.

Conflict of Interest

- 4.26 For the purposes of this Agreement, “**Conflict**” means any matter, circumstance, interest, or activity directly or indirectly affecting you or any employee, officer, member, agent or subcontractor of Yours (including holding any office, possessing any property, or having any professional or contractual obligation), which may, or may appear to, impair the ability of You or the relevant employee, officer, member, agent or subcontractor to carry out Your responsibilities and obligations under this Agreement diligently and independently.
- 4.27 You warrant that, at the date of signing this Agreement, to the best of Your knowledge, no Conflict exists or is likely to arise in the performance of Your obligations under this Agreement.
- 4.28 If, during the performance of this Agreement a Conflict arises, or appears likely to arise, You will immediately notify the Trustee in writing of the Conflict and the steps it proposes to take to resolve or deal with the Conflict.
- 4.29 The parties will negotiate in good faith to resolve or deal with the Conflict. If the parties are unable to reach agreement within fourteen (14) days of notification pursuant to clause 4.28, the Trustee may, in its absolute discretion, take action to terminate this Agreement pursuant to clause 4.22, if the Conflict is not resolved.
- 4.30 Any information provided under clause 4.28 will be treated as confidential by the Trustee.

Dispute Resolution

- 4.31 The parties agree that:
- 4.31.1 every effort should be made to ensure that disputes do not arise and that if a dispute does occur the parties should make every reasonable effort to resolve the dispute without recourse to this clause 4.31;
 - 4.31.2 any disputes or grievances which arise between parties, will in the first instance, be dealt with by discussion between a manager, senior officer or someone with the delegated authority of the respective parties to resolve and settle the dispute; and
 - 4.31.3 if the matter remains unresolved it will be further discussed between the Chief Executive Officers (or equivalent) of the respective parties.
- 4.32 Unless otherwise provided in this Agreement, if a dispute arises between the parties concerning this Agreement, no party may commence any court proceedings relating to the dispute unless it has complied with the procedures in clause 4.31, except where the party seeks urgent interlocutory relief.

5. GOODS AND SERVICES TAX

- 5.1 “GST”, “GST law” and other terms used in this Agreement, or in this definition have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth of Australia) as amended, or any replacement or other relevant legislation and regulations, except “GST law” also includes any applicable rulings.

- 5.2 Any amount payable or consideration (as defined for GST purposes) to be provided under, in connection with or as part of this Agreement for a supply is exclusive of GST unless otherwise specifically stated.
- 5.3 To the extent GST is payable on a supply made under or in connection with this Agreement, the party providing the consideration (the Trustee) for that supply must pay as additional consideration an amount equal to the amount of GST payable on that supply (the GST Amount).
- 5.4 The Trustee shall only pay the GST amount referred to in clause 5(c) of this Agreement upon receipt of a valid tax invoice (that complies with the GST Law) and issued by You.
- 5.5 The Trustee may withhold from the Funding if an Australian Business Number (ABN) is not quoted, unless a declaration is provided to the Trustee by You that states a reason for not quoting an ABN.

6. SPECIAL CONDITIONS

- 6.1 This Agreement will be subject to the special conditions set out in Annexure B. In the event of any inconsistency between this Agreement and the special conditions:
 - 6.1.1 with respect to the Trustee's Publication Guidelines, this Agreement will apply to the extent of any inconsistency; and
 - 6.1.2 with respect to any other special conditions set out in Annexure B, the special conditions will apply to the extent of any inconsistency.

7. GENERAL

- 7.1 You must not transfer or assign any of Your rights or requirements under this Agreement unless You have been given prior written approval to do so from the Trustee.
- 7.2 This Agreement between yourself and the Trustee constitutes the entire agreement, and overrules any previous agreement, representation, warranty or understandings between You and the Trustee.
- 7.3 This Agreement cannot be amended or added to unless the amendment or addition is in writing and signed by both You and the Trustee.
- 7.4 You and the Trustee can communicate with each other in relation to this Agreement by telephone, fax, letter or email.
- 7.5 If the Trustee has to give You notice that You are in breach of this Agreement, it will give You notice in one of the following ways:
 - 7.5.1 by sending a letter through registered mail; or
 - 7.5.2 by sending an email to You.
- 7.6 If the You are an Aboriginal Corporation within the meaning of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth), the provision of funds, the subject of this offer,

is contingent on You having maintained and met all obligations as to effect the currency of, and ongoing maintenance of, its registration as a corporation under this Act.

- 7.7 While it is respected that you respect the confidentiality of the Funding arrangements, you should be aware that the provision of this financial support to You will become a matter of public record through the publication of the Trustee's Annual Review.
- 7.8 This offer of assistance remains open to you for a period of thirty (30) days from the date of this letter. If not accepted within thirty (30) days the offer will expire. Additionally, the drawdown of this assistance should occur within a period of one hundred and eighty (180) days from the date of this letter, otherwise this agreement will expire and a new submission for assistance will be necessary.
- 7.9 The parties will each pay their own costs of and incidental to the negotiations for and the preparation and execution of this Agreement, and You will bear any costs of stamping of this Agreement.
- 7.10 Each party agrees that this Agreement may be executed by electronic signature (regardless of the form of electronic signature utilised) and that this method of signature is conclusive of the parties' intention to be bound by this Agreement as if physical signing had occurred, except in circumstances where the Trustee considers (at its absolute discretion) that such methods exposes the Trustee, You or this Agreement to be compromised by fraud, theft, or similar transgression.
- 7.11 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart. Each party may communicate its execution of this Agreement by successfully transmitting an executed copy of the Agreement by an electronic method to each party.
- 7.12 This Agreement is governed by and construed in accordance with the laws of the Northern Territory of Australia and the Courts of the Northern Territory at Darwin have jurisdiction to entertain any action in respect of, or arising out of, this Agreement.

8. RECORDS, REPORTING AND ACQUITTAL

Records

If the "Milestone Schedule" special condition set out in Annexure B applies to this Agreement, then You must, at Your own expense:

- 8.1 clearly identify the receipt and expenditure of the Funding within its accounting records separately from all other monies, so that at all times the Funding is identifiable and ascertainable;
- 8.2 keep financial and other records relating to the Funding and the Approved Project to enable:
 - 8.2.1 a complete and detailed report and explanation of:
 - A. the expenditure of the Funding on the Approved Project and whether the Funding was properly expended for the Approved Project;

- B. any other expenditure on the Approved Project as a whole (including the provision of any in-kind contributions); and
- C. implementation and progress of any separate component(s) of the Approved Project (if any);

8.2.2 You are to provide the reports in accordance with clauses 8.5 to 8.7 (inclusive);

8.2.3 all receipts and payments to be identified in Your accounts and reported in accordance with this Agreement;

8.2.4 the preparation of general purpose financial statements in accordance with the Australian accounting standards; and

8.2.5 an audit of the accounts and records in accordance with the Australian auditing standards;

8.3 ensure that all records and accounts comply with the accounting principles as required by law; and

8.4 provide the records described in clauses 8.1 and 8.2 to the Trustee within fourteen (14) days of the request of the Trustee or such other dates as nominated by the Trustee during the Funding Period.

Reporting and Acquittal Requirements

8.5 You must provide the Trustee with the reports within fourteen (14) days upon the request of the Trustee or such other dates as nominated by the Trustee during the Funding Period.

8.6 The Trustee may, in its absolute discretion, give You a notice requiring that You resubmit any of the reports, and You must resubmit the relevant report within the time, and in accordance with any request, specified in the notice.

8.7 If:

8.7.1 the You fail to submit or resubmit a report under clauses 8.5 or 8.6 in the time or manner required, or at all, or

8.7.2 the Trustee considers that the report is still deficient in some way,
the Trustee may, in its absolute discretion:

8.7.3 take steps under clause 8.6; or

8.7.4 take action under clause 4.22.

Retention, Inspection and Audit of Records

8.8 You must keep all records for a period of six (6) years after the expiry or earlier termination of this Agreement.

8.9 You must, at all reasonable times, give to the Trustee and persons authorised by the Trustee, permission to inspect and take copies of all records, and in this respect, you must fully cooperate with, and provide all assistance reasonably requested by, the Trustee.

8.10 The Trustee may engage a third party to inspect and audit the Your records at any time during the period specified in clause 8.8.

8.11 The cost of any audit under clause 8.10 will be borne by the Trustee, unless the responsible auditor determines that there is a material discrepancy pursuant to clause 8.12, in which case You will bear the cost of the audit.

8.12 The decision as to whether any discrepancy is material for the purposes of determining whether You have breached this Agreement will lie with the responsible auditor, in their absolute discretion.

I / we have read and accepted the conditions outlined above and those attaching to the Agreement.

SIGNED by _____)
(an authorised signatory) for and on behalf of the)
INSERT (ABN #) in the presence of:)
.....)
Signature

.....
Signature of Witness Date:

.....
Name of Witness

SIGNED by _____, Director,)
for and on behalf of **MCARTHUR RIVER MINE**)
COMMUNITY BENEFIT LIMITED (ACN 126 542 701))
in the presence of:)
.....
Signature

.....
Signature of Witness Date

.....
Name of Witness

ANNEXURE "A"

INFORMATION FOR PAYMENT

These details allow the Trustee to process the payment to You. If the Funding recipient is not an incorporated body, then an incorporated body must undertake to auspice the Funding, sign this Agreement, accept and be bound by the Agreement conditions.

Your name:_____

Postal address:_____

Bank:_____

Branch:_____

Account Name:_____

BSB Code:_____

Account Number:_____

Australian Business Number (ABN):_____

Are you registered for GST? Yes ☐ No ☐

ANNEXURE “B”

SPECIAL CONDITIONS

Special conditions that apply to this agreement are:

1. Where the Approved Project involves the production of a publication, you are required to comply with the Trustee’s Publication Guidelines. The Trustee’s Publication Guidelines provide information and advice to assist You in meeting Your obligations under this Agreement.
2. Where the Approved Project involves the purchase of physical assets (for example a vehicle, vessel or equipment), You must not sell, lease, encumber or otherwise deal with such assets (or attempt to do so) without prior written approval from the Trustee.
3. Reporting Schedule of Key Performance Indicators Report (detailing performance measures) to be submitted as per the Milestone Schedule and including an acquittal of all funds received at the end of the Project Term. Note: Where the project is continuing after 30 June each year, then a status report as at that date will be required.
4. The Funding under clause 2 will be paid in accordance with the Milestone Schedule set out below.
5. The Trust requires that it is acknowledged for its contribution by means that are appropriate for the purposes of this grant.
6. [INSERT ANY OTHER SPECIAL CONDITIONS]

MILESTONE SCHEDULE

#	Milestone	Amount	Required outputs for payment	Payments Release Date
1				
2				
3				

The Trustee may contact you in the future to discuss the status of this