

**FUNDING AGREEMENT**  
**RECYCLING RELIEF FUND**

**PROGRAM**

Recycling Relief Fund

**FUNDING RECIPIENT:**

<Applicant Name>

**FINANCIAL ADMINISTRATION:**

<Administrator Name>

ABN: ## ### ### ###

**FUNDING ADMINISTRATOR:**

NSW Environment Protection  
Authority (EPA)

**FUNDING AMOUNT:**

<\$ XXX>

**Term of the Agreement**

This Agreement will commence from the date of execution and continues until the funding is acquitted.

**Background:**

The NSW Government has committed to supporting local government and the recycling industry with a suite of support measures in response to China's National Sword policy. This funding package of \$2.5 million will provide temporary relief to NSW local councils in rural and regional areas to offset increased recycling costs associated with China's National Sword policy, and to support the ongoing delivery of recycling services.

This agreement consists of two parts:

- Part 1: Agreement
- Part 2: Schedules

## **PART 1 - AGREEMENT**

### **Definition of Terms:**

'You' or 'Your'	The funding recipient named on page 1 of this Funding agreement
'Fund'	The amount of money that is being provided by the EPA under this agreement
'Program'	The Recycling Relief Fund administered by the EPA
'Project'	Tasks undertaken to fulfill requirements of the Recycling Relief Fund
'Program documents'	Includes: (a) the Recycling Relief Fund Guidelines (b) the Recycling Relief Fund Application Form submitted by the funding recipient (c) the Milestone, payment & reporting schedule (Schedule A), and (d) Strategic Plan (Schedule B) as amended from time to time.
EPA	NSW Environment Protection Authority

The EPA agrees to provide the funding recipient with the Fund, being an amount equal to as per Schedule A of this Funding Agreement and for the purposes of the Program subject to the following conditions:

## **CONDITIONS**

### **Recipient obligations**

1. You must carry out the Program in accordance with the Program documents, these conditions and any reasonable directions given by the EPA from time to time.

2. You must only spend the funds related to this Agreement for the purposes of carrying out the Program in accordance with the Program budget and Milestone payment schedule.
3. You must complete the Program by the dates specified in the Milestone, payment and reporting schedule or such other date as is approved in writing by the EPA.
4. You must at all times comply with NSW and Commonwealth Environmental Law.
5. You warrant that You have not been the subject of an investigation in relation to compliance with Environmental Law in the last 12 months prior to the execution of this Agreement.
6. You must acknowledge the EPA in accordance with condition 24 through to 29 inclusive.

### **Payments**

7. The EPA will pay the agreed amount in instalments in accordance with the timetable set out in the Milestone payment schedule and this agreement.
8. You must establish and maintain a separate cost center or equivalent transparent financial management record to process and record all receipts and expenditure. Interest earned on the Fund becomes part of the Fund and must be used by You for the Program in accordance with the terms of this Agreement.
9. The payment of each instalment is conditional upon:
  - a. Your completion of the milestones by your provision of deliverables (however described) to which the instalment relates to the reasonable satisfaction of the EPA;
  - b. Your submission of the supporting documentation as described in the Milestone payment schedule.
10. If the EPA forms the reasonable view that the deliverables have not been met, the EPA will notify You in writing of the deficiencies before the Milestone payment is made. The EPA may, in its absolute discretion, withhold the payment until you have addressed the notified deficiencies.
11. The EPA will only make the payments to the funding recipient or its legal entity upon receipt of Your tax invoice for the payment quoting the ABN and made out to the *NSW Environment Protection Authority, Regional Delivery team, PO Box 668, Parramatta NSW 2124* or emailed to *wasteless.councils@epa.nsw.gov.au*.
12. If you require payment by EFT, You must provide bank account details (BSB Number, Account Name & Account Number) with Your tax invoice.

### **Delay**

13. If delays are likely to occur in achieving a milestone by the relevant due date as described in the Milestone payment schedule, you must submit a status report to the EPA no later than five business days prior to the relevant due date. This report is to set out the reasons for the proposed delay, any revision to the due date(s) and the proposed action to be taken by you to minimise the impact of the delay.

### **Requests for information and review of Program**

14. You must provide any information in relation to the Program within 14 days of it being requested in writing by the EPA.
15. You must, at all reasonable times and upon reasonable notice, allow EPA officers access to your premises, and make available records in order for the EPA to discuss, review and assess the performance of the Program.

### **Inspection**

16. You agree that the EPA may visit the Project at any reasonable time, upon giving You reasonable notice.

### **Audit**

17. An audit of any aspect of the Project or Your compliance with this Agreement may be conducted at any time by the EPA or any person authorised by the EPA.
18. You must co-operate fully with an audit, including:
  - a. granting the person conducting the audit reasonable access to Your premises, Your records and all materials relevant to the Project and the performance of this Agreement
  - b. permitting the person conducting the audit to inspect and make copies of Your records and materials relevant to the Project and the performance of this Funding Agreement; and
  - c. making available on request at no additional cost to the person conducting the audit reasonable facilities to enable a legible reproduction to be created of the Funding Recipient's records and materials stored on a medium other than in writing.
19. The EPA must give You reasonable notice of its requirements in relation to an audit and use its reasonable endeavours to minimise disruption and interference to Your performance of its obligations under this Agreement arising from an audit.
20. Except where otherwise determined by the EPA, You are responsible for Your own costs of participating in an audit and such costs are not to be paid out of the Recycling Relief Fund monies.
21. You must promptly take any reasonable action required by the EPA to rectify any error, non-compliance or inaccuracy identified in an audit in relation to the Project or Your performance under this Agreement.
22. You are not entitled to any delay costs or other costs or expenses of whatever nature relating in any way to an audit.

### **Reporting and evaluation**

23. You must provide the EPA with reports in accordance with the timetable and the requirements in the Milestone, payments and reporting schedule.

### **Disclosure of information**

24. For the purpose of evaluating the program, the EPA may disclose to a third-party information contained in reports, documents and materials that you submit to the EPA. The EPA will ensure that any third party agrees to keep all information acquired, material prepared or collected and any findings of the Program confidential if required.
25. Subject to any obligation under law, the EPA will not disclose any information that is contained in documents and materials you have submitted to the EPA that you have indicated is confidential and that the EPA has agreed not to disclose.

### **Variation or Revocation of Funds**

26. You must seek and obtain the prior written approval of the EPA before varying any of the following:
- a. the way in which the Program is to be carried out and completed, as outlined in the Program Documents;
  - b. the conditions of the agreement.
27. The EPA may impose additional conditions on this project when approving a variation.
28. The EPA may amend the schedules in writing during the term of the project. The EPA will send you a copy of the revised schedules.
29. The EPA may revoke the funds related to this Agreement by notice given to you in writing by the EPA if:
- a. You at any time give the EPA (or cause the EPA to be given) misleading or false information;
  - b. You are, in the opinion of the EPA, not carrying out the Program with competence and diligence or in conformity with the timetable specified in your application;
  - c. You do not comply with the conditions of the agreement;
  - d. You, being a company, resolve to go into liquidation or enter into any scheme or arrangement with your creditors under the *Corporations Act 2001* or if any liquidator, receiver or official manager is appointed or if a petition or other Court proceedings is instituted for such appointment; or
  - e. You, being an organisation, cease to operate
  - f. The EPA forms the reasonable opinion that You (or Your employees or agents) have acted in a way that is prejudicial to the interests or good standing of the EPA;
  - g. The EPA forms the reasonable opinion that there is a conflict of interest between You and the EPA;
  - h. You:
    - i) become the subject of an investigation in relation to compliance with Environmental Law or
    - ii) were the subject of an investigation in relation to compliance with Environmental Law in the 12 months prior to the commencement of the Agreement.

30. If the EPA revokes the funding:
- a. You must not spend any further monies from the Program nor commit any such monies for expenditure
  - b. in all other cases, you must, within 7 working days, repay to the EPA all monies related to this Funding Agreement which have not been spent or committed for expenditure in accordance with this Agreement at the time you receive the written notification of the revocation and provide a financial report to the EPA on the proportion of the Recycling Relief Fund monies already spent
  - c. The EPA may take steps to recover any Recycling Relief Fund monies due under condition 29(a), including those parts already spent not in accordance with this Agreement

### **Acknowledgement, publications and promotional material**

31. You must grant the EPA permission to promote the Program in its publicity and promotional material including, but not limited to, photos, case studies, materials, media releases, articles and speeches produced in the course of, or related to, the Program. The EPA will consult with you on the content of such material if deemed necessary.
32. You must acknowledge the EPA's assistance on all publications, externally distributed reports, websites and promotional material relating to the Program with the statement, prominently displayed:
- "This program is supported by NSW EPA Waste Less, Recycle More initiative funded from the waste levy."*
33. You must also prominently display the EPA logo on all signs and promotional material referred to in condition 31. The EPA will provide the logo to you. You must not use this logo for any other purpose.
34. You must provide the EPA with a copy of all publicity material prior to publishing or release.
35. You must not publish or release publicity material containing the EPA logo without the EPA's approval.
36. You must issue an invitation to an EPA representative to any launch or public event associated with your Projects and, where they are able to attend, they are acknowledged as official guests. Where practicable, they should be afforded the courtesy of publicly addressing the event.
37. You must co-operate as required by the EPA in the preparation of case study documentation based on the final outcomes of the Program.

### **No warranty and disclaimer**

38. The EPA expressly disclaims all liability for any loss of profit, loss of business opportunity or goodwill, any claims for damages or any indirect or consequential losses suffered by you howsoever arising in respect of any circumstances under or in relation to this agreement.

### **Indemnity and insurance**

39. You will indemnify and keep indemnified the EPA, its officers and agents from and against all actions, claims, demands and other proceedings that may be made or recovered against the EPA, its officers or agents, in respect of any damage to property, personal injury or death where the damage, injury or death was caused by your wilful, unlawful or negligent act or omission in relation to the carrying out of the Program. The EPA will inform you as soon as it becomes aware of any such action, claim, demand or proceeding.
40. Neither you nor any person engaged by you shall by virtue of the Recycling Relief Fund be in the service or employment of the EPA.
41. You shall be responsible for effecting and maintaining all insurances required under workers compensation legislation and for taking all other actions requisite as employer of person so engaged. You shall also be responsible for ensuring volunteers are covered by volunteer personal accident insurance.
42. You must effect and maintain public liability insurance in relation to all premises and sites for all works and activities undertaken for this Program. The insurance shall be for an amount of at least \$10,000,000. The policies shall be made available to the EPA for inspection on request.

### **Dispute resolution**

43. Both parties must continue to perform their obligations under this agreement regardless of any dispute by the parties on any matter connected to the Program or this agreement.
44. The parties agree that any dispute arising under this agreement will be dealt with as follows:
  - a. A party claiming that a dispute has arisen must give written notice of the dispute to the other party.
  - b. The parties will seek to resolve the dispute.
  - c. If the dispute is not resolved within a 14-day period (or within such further period as the parties agree in writing) then the dispute is to be referred to the Australian Commercial Dispute Centre (ACDC) for mediation.
  - d. The mediation is to be conducted in accordance with the ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
  - e. 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.

### **Miscellaneous**

45. Any court proceedings arising out of or relating to this Recycling Relief Fund project or conditions of the Recycling Relief Fund must not be heard or started in any court other than a court in New South Wales. The Recycling Relief Fund and conditions of this Funding Agreement will be governed by and construed in accordance with the law for the time being in force in the State of New South Wales.
46. The invalidity or unenforceability of any one or more of the conditions of the Recycling Relief Fund shall not invalidate or render unenforceable the remaining conditions of the agreement. Any invalid or unenforceable condition shall be severable and all other conditions shall remain in full force and effect.

**Execution**

**a) NSW Environment Protection Authority:**

SIGNED for and on behalf of the NSW Environment Protection Authority by:

**Name:** **Kathy Giunta**  
Director Resource Recovery  
NSW Environment Protection Authority

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**b) EPA Fund Recipient:**

I acknowledge that <Funding recipient name> is a direct recipient and/or administrator of funding available under this agreement. I accept the conditions in this Funding Agreement for and on behalf of <Funding recipient name>.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Note: This document must be signed by the Chief Executive, General Manager or Officer with Delegated Authority as agreement to the terms and conditions set out in this document to bind the organisation.

Two copies are enclosed. Please keep one executed original for Your records and return one executed original to:

[wasteless.councils@epa.nsw.gov.au](mailto:wasteless.councils@epa.nsw.gov.au) (scanned copies must include the entire fund agreement, with schedules)

**OR**



**Danyelle Carter  
Regional Delivery Team  
NSW Environment Protection Authority  
PO Box 668  
PARRAMATTA NSW 2124**

**Contact Details for Program Delivery**

**For the Recipient**

Nominated Officer (or position title): .....

Email Address: .....

Generic Email: .....

Telephone Number: .....

Organisation: .....

Postal Address: .....

.....

**For the EPA**

Danyelle Carter  
Manager Regional Delivery  
[wasteless.councils@epa.nsw.gov.au](mailto:wasteless.councils@epa.nsw.gov.au)  
Phone Number: 02 9995 6901

Address:  
Regional Delivery  
Waste Less, Recycle More  
Environment Protection Authority  
PO Box 668, Parramatta NSW 2124.

## **PART 2 - SCHEDULES**

### **FUNDING AGREEMENT** **RECYCLING RELIEF FUND**

**PROJECT NUMBER:**

**DOCXX/XXX**

**FUNDING RECIPIENT:**

**<Funding Recipient Name>**

**FINANCIAL ADMINISTRATION:**

**<Financial Administrator Name>**

**ABN: #####**

**FUNDING ADMINISTRATOR:**

**NSW Environment Protection  
Authority (EPA)**

**PROGRAM:**

**Recycling Relief Fund**

Schedules may be amended by the EPA during the term of your Program. In this instance, the EPA will forward you a revised copy of the Schedules.

Schedules:

- A) Milestone, payment and reporting schedule
- B) Strategic Plan template

**SCHEDULE A – MILESTONE AND PAYMENT SCHEDULE**

- 1) Subject to the conditions outlined in Part 1 of the Funding Agreement, the timeline for the final report, Strategic Plan and payments will be as follows:

<b>Deliverable</b>	<b>Deliverable due date</b>	<b>Payment (ex GST)</b>	<b>Estimated payment date</b>	<b>% of funding amount</b>
<b>Milestone 1</b> Funding Agreement signed and returned to EPA	<Date>	\$ XX	2 weeks after signed funding agreement is returned	80%
<b>Final Milestone</b> Final Report submitted according to the template in Schedule B - Evidence of actual expenditure and material going to recycling and/or lawful stockpiling, including tipping dockets, consignment receipts, consultancy tax invoices - Strategic Plan according to template in Schedule C	30 September 2018	\$ XX	31 October 2018	20%
<b>TOTAL</b>		\$XX		100%

- 2) The above amounts are GST exclusive.
- a) Local Councils – a Tax invoice for each milestone should not include GST
  - b) Regional waste groups - If You are registered for GST, a Tax Invoice for the amount of each milestone of the Recycling Relief Fund project, plus GST, must be submitted to the EPA. If you are not registered for GST, please submit a written request for payment for each instalment.  
**Note** that all invoices/requests for payment should include the Project Number.
- 3) Any portion of the funds which you do not spend by the completion of the Program must be repaid to the EPA.

**SCHEDULE B – FINAL REPORT TEMPLATE**

Name of Funding recipient:

Report on any special conditions:

Comments:

Actual total dry recycling estimated (max 4 months' worth of material)	[XX tonnes]	
Period (max 4 months)	[xx/ xx/ 20xx to xx/ xx/ 20xx]	
	<b>Actual project budget spent</b>	<b>Your co-contribution spent</b>
Actual funding spent on dry recycling costs	[\$XX]	
Total funding spent on support, advice and assistance	[\$XX]	
<b>Total</b>		

I, the undersigned, endorse this Strategic Plan and the tasks and actions contained within it.

Signature (authorised signatory) .....Date.....

Name.....General Manager/CEO

**SCHEDULE C – STRATEGIC PLAN TEMPLATE**

The Recycling Relief Fund is a temporary funding only. A Strategic Plan, using the headings in the template outlined below, must be submitted with the final report to outline local action to continue household dry recycling services, manage the downturn in dry recycling commodity prices and expand markets for the recycled materials and products.

**This Strategic Plan should be endorsed by the General Manager or Chief Executive Officer of the Funding Recipient** (as detailed below).

The EPA encourages as many ‘Action areas’ to be identified as possible. Please detail actions, tasks, dates and responsibilities. This plan should address short, medium and long-term actions.

The EPA strongly suggest the following Action areas for consideration and inclusion in the Strategic Plan

- community education to avoid waste and reduce contamination in the dry recyclables stream
- new or enhanced infrastructure to reduce contamination in the dry recyclables stream
- facility improvements and market development to identify new uses and increase local processing of recyclable material
- methods for managing changing contractual arrangements for dry recycling collection, risk sharing etc.
- plan for funding increased collection and processing costs of dry recyclables in the medium and long term
- increase purchasing and specification in contracts of recycled content material. A Sustainable Purchasing Policy can be attached to replace this action if the Funding Recipient has an existing policy. This policy should have been recently reviewed with consideration to the recent changes to dry recyclable commodity prices and the China Sword policy.

	Due date	Responsibility
<b>Action area 1: &lt;action name&gt;</b>		
Task: <complete task detail>		
Task: <complete task detail>		
<b>Action area 2: &lt;action name&gt;</b>		
Task: <complete task detail>		
Task: <complete task detail>		

I, the undersigned, endorse this Strategic Plan and the tasks and actions contained within it.

Signature (authorised signatory) .....Date.....

Name.....General Manager/CEO