

Date 18 August 20 22

# **AGREEMENT**

BETWEEN

**AUSTRALIAN CAPITAL TERRITORY**  
represented by

**The Environment, Planning and Sustainable  
Development Directorate**

AND

**Conservation Council ACT Region Inc**  
**ABN 68 248 339 828**

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## **SERVICE FUNDING AGREEMENT FOR THE PROVISION OF**

**Operational funding to support environmental and  
sustainability services to the ACT Community**

Agreement number 2022-CP-02

“**Territory Material**” means:

- (1) all Material provided by the Territory to the Organisation for purposes of this Agreement; and
- (2) all Material specified in **Item 7 Schedule 2** and any copy or representation thereof.

1.2 Unless otherwise required by the context, the further definitions contained in **Item 3 Schedule 1** apply to this Agreement.

1.3 In this Agreement, unless the context otherwise requires:

- (1) any specified provision of this Agreement will be construed as a reference to that provision as amended, varied or substituted in writing from time to time,
- (2) words importing a gender include the others; words in the singular number include the plural and vice versa; and references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) business day includes any day other than a Saturday, Sunday or public holiday in the Territory; and
- (4) clause headings are for convenient reference only and do not affect interpretation.

1.4 Any term or condition of this Agreement which applies to more than one person, will apply to all of them jointly and each of them individually.

## **2. Duration of Agreement**

This Agreement is for the period specified in **Item 3 Schedule 1** as the “Agreement Period” unless varied or terminated sooner in accordance with the terms of this Agreement.

## **3. The Services**

3.1 The Organisation must provide the Services for the Agreement Period and in providing the Services must:

- (1) achieve the Outputs specified in **Item 3 Schedule 2**;
- (2) comply with the Performance Requirements specified in **Item 5 Schedule 2**; and
- (3) provide the reports specified in **Schedule 3**.

- 3.2 In the purchase and provision of the Services, the parties will ensure that the Services are delivered in a manner which recognises the diversity of needs of people in the Territory and in a manner which promotes fairness and opportunity for Service Users of diverse backgrounds and abilities so that they can participate fully in the economic, social and cultural life of the Territory.

#### **4. Funding Amount, Assets and GST**

- 4.1 Subject to the Organisation providing the Services and complying with all of its contractual obligations, the Territory will pay the Funding Amount to the Organisation at the times and in the manner set out in **Schedule 4**.
- 4.2 The parties acknowledge and agree that the Funding Amount payable by the Territory for the Services, is based upon the Territory's and/or the Department's policies and level of budgetary allocation by the Territory on the date this Agreement commences and that a significant change in policy or a reduction of the allocation in a subsequent Territory budget will entitle the Territory on a reasonable basis and in a reasonable manner to revise the quantity and/or level of the Services specified at the commencement of this Agreement.
- 4.3 The provisions in **Schedule 5** will apply in respect of Assets including as applicable, the ownership, maintenance, insurance and other matters concerning Assets.

##### *GST- ABN and GST Registration*

- 4.4 The Territory will:
- (1) if the Organisation:
    - (a) is registered in the Australian Business Register under the ABN Act ("ABN registration"), and
    - (b) is registered under the GST Act ("GST registration"); and
  - (2) if the Funding Amount specified in **Item 1 Schedule 4** does not include GST,

pay to the Organisation an amount equal to the GST under the GST Act lawfully payable by the Organisation in respect of the provision of the Services to the extent that this constitutes a taxable supply for purposes of the GST Act.

- 4.5 Each party acknowledges that it has GST registration on the date this Agreement is entered into, and unless otherwise agreed, the parties agree that:
- (1) the Territory may issue recipient created tax invoices (where "recipient created tax invoice" has a meaning the same as it has in the GST Act) in respect of the supply of the Services;

## SCHEDULE 2

### THE SERVICES

#### Item 1. THE SERVICES - GENERAL

- 1.1 The organisation is a non-government, not for profit environmental organisation. The focus of the Organisation is to assist people to make more sustainable lifestyle and behaviour choices and to ensure better environmental outcomes for the ACT.
- 1.2 The organisation seeks to deliver this by:
- (1) targeting its efforts and resources around people's existing interests;
  - (2) empowering people to make change by giving people the knowledge, skills, and ongoing support; and
  - (3) through practical consideration and applications that make the choice of a more sustainable lifestyle easier and attractive.
- 1.3 Under this Agreement, consistent with the focus and principles stated in Item 1, the Organisation will:
- (1) promote distribute information on ACT Government sustainability policies, initiatives, and sustainability priorities. \*
  - (2) engage the community through consultation, events and workshops that support individual, household and/or community action on ACT Government sustainability and environment priorities. \*
  - (3) work with Government to develop and implement relevant environment, sustainability and climate change policies and programs.
- \*Reducing greenhouse gas emissions, climate change adaptation and resilience, improving energy efficiency, sustainability in the built environment, active transport, waste management, water management, protecting the natural environment.
- 1.4 The Organisation is uniquely placed to work innovatively and collaboratively with the broader ACT Community. Given this, the services described above are significant to implementing change that will meet the ACT's legislated greenhouse gas emissions targets as they will help to:
- (1) raise the community's awareness on sustainability and environmental matters; and
  - (2) provide information and advice on how people can make more sustainable choices to reduce their waste, water and energy consumption.
- 1.5 It is acknowledged that in providing these Services the Organisation:

- (1) will liaise and confer with other Directorates in regard to their policies, programs and action that are relevant to these services.
- (2) no right or obligations arising under this agreement are to be read or understood as limiting the Organisation's right to enter into public debate on Government Policy and/or programs and presenting what may be a different position to that of the Government.

## Item 2. OUTCOMES and OUTPUTS

The following Services will be delivered by the Organisation:

- (1) Disseminate information that is relevant to your organisation's sustainability objectives relating to the ACT Government's sustainability and environmental priorities. \*
- (2) Engage the community through consultation, events and workshops that support individual, household and/or community action on ACT Government sustainability and environmental priorities. \*
- (3) Work with Government to develop and implement relevant environment sustainability and climate change policies and programs.

\*Reducing greenhouse gas emissions, climate change adaptation and resilience, improving energy efficiency, sustainability in the built environment, active transport, waste management, water management, protecting the natural environment.

## Item 3. PERFORMANCE INDICATORS

Indicators	Minimum requirement
Promote and distribute information relevant to ACT Government sustainability policies, initiatives, and environmental priorities. *	Information disseminated in various media such as newsletters, social media, meetings and/or emails to reach at least 1500 people.
Engage the community through consultation, events and workshops that support individual, household and/or community action on ACT Government sustainability and environment priorities.	Conduct at least 12 consultations, events and/or workshops that meet one or more of the ACT Government's sustainability and environment priorities. *
Work with Government to develop and implement relevant environment, sustainability and climate change policies and programs.  As is relevant to your organisation, make formal submissions to relevant ACT Government policy development and review process. Proactively bring to the attention of Government sustainability and environment challenges and opportunities.	Participate in at least 4 meetings with EPSDD to discuss key sustainability and environment policies and programs

\*Reducing greenhouse gas emissions, climate change adaptation and resilience, improving energy efficiency, sustainability in the built environment, active transport, waste management, water management, protecting the natural environment.

## Item 5. PERFORMANCE REQUIREMENTS

### 1.1 Meetings

- (1) The Agreement Manager of the Organisation and nominated representatives will, through the course of the Agreement Period meet with representatives from EPSDD in the second month of each quarter (August, November, February and May) to discuss the Organisation's activities under listed outputs and ensure there is appropriate coordination of information across all of the Sustainability Programs. These activities will be based on the Organisation's existing, established programs and the Organisation's Strategic Plan 2021-2025.
- (2) These meetings are to provide the opportunity to coordinate Services under the Contract Agreement with other programs and are to:
  - i. list the activities completed from the last quarter and discuss the activities scheduled from the next quarter.
  - ii. raise issues and discuss activities that will be important to engaging the community on ACT Government sustainability and environmental priorities. \*
  - iii. provide for the coordination of activities and ensure that various service programs are complementary; and
  - iv. advise and briefly report on meetings with other Directorates and organisations
  - v. where issues/activities that impact on the delivery of services and which are the responsibility of other areas of EPSDD and/or other Directorates, staff from these areas will be invited to these meetings. Should this arise, the relevant attendees will be agreed prior to each meeting.
- (3) These meetings will be chaired by the Contract Manager, Zero Emissions Government, Schools and Community Team. Meeting agendas will be agreed and set prior to each meeting and EPSDD will be responsible for the recording and distribution of minutes from the meeting.
- (4) Ad hoc meetings to determine matters require immediate decisions and to further clarify issues, services and performance can be requested by either party as and when needed.
- (5) In performing the Services in this Agreement it is acknowledged that the Organisation will need working meetings with:
  - i. Other Directorates to seek information; and
  - ii. The other community, environmental organisation, Canberra Environment Centre and SEE Change to coordinate programs and activities.

\* Reducing greenhouse gas emissions, climate change adaptation and resilience, improving energy efficiency, sustainability in the built environment, active transport, waste management, water management, protecting the natural environment.

**Item 6. QUALITY STANDARDS**

Not Used.

**Item 7. TERRITORY MATERIAL – INTELLECTUAL PROPERTY RIGHTS**

Not Used.

**Item 8. FORM OF ACKNOWLEDGEMENT**

The Organisation will acknowledge the financial contribution of the Government through the use of the ACT Government logo and/or a text reference:

- (1) On the Organisation's website; and
- (2) At the public fora and activities agreed to as per **Item 4 1.1(2)b** of this Schedule.

## SCHEDULE 3

### REPORTS AND REVIEWS

#### Item 1. REPORTS AND DOCUMENTATION

- (1) The Organisation will provide the Territory with the Organisation's annual work plan by 15 August each year of the Agreement period. The annual work plan will detail activities, KPIs, communications plan, evaluation framework and risk assessment process.

#### Item 2. FINANCIAL REPORTS

The Organisation will provide the Territory with:

- (1) An independently reviewed or audited financial report by 30 November in each year of the Agreement Period and by 30 November of the first year after the end of the Agreement Period, comprising:
- (a) a cash/financial statement as at the end of the Agreement Period providing full details of expenditure of the Funding Amount, and
- (b) A reviewer's or auditor's report conducted by:
- a registered company auditor (as defined by the Corporations Act 2001); or
  - an audit firm; or
  - an authorised audit company.
  - A review may also be conducted by a current member of a relevant professional body (CPA, CAANZ or IPA) who is qualified to undertake a review (in line with the *Corporations Act 2001*).

The reviewer or auditor must not be an office holder or employee of the Organisation.

- (2) receipts and other evidence relating to the expenditure of the Funding Amount if requested by the Territory.

#### Item 3. PERFORMANCE REPORT

The Organisation will submit Performance Reports, which will:

- (1) meet the following information and frequency requirements:
- (a) an annual performance report containing all the information and substantially in the form of the document annexed to this agreement and marked **Attachment B**.

- (b) The annual performance report is to be provided by 30 November each year of the Agreement and by 30 November of the first year after the end of the Agreement Period.

#### **Item 4. ANNUAL REVIEW**

Each year of the Agreement Period, the Territory's and Organisation's Agreement Managers (and such other persons invited by either Agreement Manager) will meet to review the Agreement and the performance of the Services ("Review") except in the final year of the Agreement Period where the Review will be conducted at least three months before the end of the Agreement Period.