

FUNDING AGREEMENT

Date	2	Payment and Management of Funding
Parties	2.1	VicHealth will provide You with Funding at the times and in the manner set out in Schedule 1.
The Victorian Health Promotion Foundation (ABN: 20 734 406 352) of Ground Floor 15-31 Pelham Street, Carlton, Vic 3053 (“VicHealth”)	2.2	The Funding must be expended by You only for the purposes of carrying out the Project in accordance with this Funding Agreement.
and	2.3	Where Funding is payable in instalments on the achievement of Milestones, We will provide You with the relevant instalments following Your achievements to Our satisfaction of the applicable Milestone.
the party identified as the “Funding Recipient” in Schedule 1 (“You” “Your”).	2.4	You must ensure the highest quality of work in carrying out the Project and producing any Project Material. Without limiting its rights, VicHealth will not be required to pay for any Project Material which are not provided to the highest standard (until they are provided correctly) and may require You to replace or remedy those items within the time specified by VicHealth (which must be reasonable).
1 Project	2.5	If You have not commenced work on the Project within three months of the first day of the Project Period specified in Schedule 1 , You must formally apply for an extension of time for the Project (which may be granted or refused at VicHealth’s discretion and subject to any conditions that VicHealth considers to be reasonably necessary).
1.1 VicHealth will provide You with Funding for the Project on the terms and conditions of this Funding Agreement.	2.6	If VicHealth notifies You in writing that an extension under clause 2.5, has not been approved, or if You do not apply for an extension as required under clause 2.5, this Funding Agreement will immediately be automatically terminated and You must repay all Funding You have received from VicHealth under this Funding Agreement within 30 days of such termination.
1.2 You must carry out the Project:	2.7	Without limiting its rights, if VicHealth considers that You have not been complying with Your obligations under this Funding Agreement, VicHealth may withhold or suspend any payment of Funding in whole or in part until You comply with such obligations.
(a) within the Project Period;	2.8	Notwithstanding any withholding or suspending under clause 2.7, You must continue to carry out
(b) in accordance with this Funding Agreement;		
(c) diligently, effectively, to a high professional standard and using all due care and skill;		
(d) using properly qualified and suitably trained and experienced personnel;		
(e) in compliance with all applicable safety laws, regulations and requirements, including by providing reasonable safety equipment if the Project involves dangerous, physical or sporting activities; and		
(f) so as to complete any Milestones and to produce any Project Material within any relevant timeframes.		
1.3 You must (and must ensure that Your personnel involved in the Project will) comply with:		
(a) all laws applicable to the conduct of the Project or the receipt of the Funding (including by maintaining any necessary licences, permits or approvals); and		
(b) all reasonable directions issued by VicHealth.		

the Project and perform any obligations under this Funding Agreement unless VicHealth agrees otherwise in writing.

2.9 If, at any time, there is an amount of Funding that has not been expended in accordance with this Funding Agreement to VicHealth's satisfaction, VicHealth may request that You refund all or part of the Funding within 21 days and You must comply with such a request.

2.10 Any interest earned by You on the Funding may only be used for the purposes of carrying out the Project (unless we specifically agree otherwise in writing).

2.11 VicHealth will issue You a recipient created tax invoice (or invoices) related to the Funding. You are not required to issue VicHealth with any invoices under this Funding Agreement unless expressly stated otherwise. You are required to provide Your ABN and state whether You are registered for GST.

2.12 Unless otherwise agreed by VicHealth in writing, the Funding will be paid by electronic transfer. VicHealth will arrange payment of the Funding to Your nominated bank account and will issue You with a remittance advice for Your records.

2.13 The Funding represents VicHealth's entire contribution to the Project. VicHealth is not responsible for the provision of additional money to meet any expenditure in excess of the Funds.

3 Financial Records and Reports

3.1 You must make and keep full, accurate, up-to-date records in relation to the Project including, but not limited to, progress against any Milestones, the receipt and expenditure of the Funding, the creation of Project Material and other records as required by law ("**Records**"). You must retain those Records during the term of this Funding Agreement and for a period of at least 7 years following the termination or expiration of this Funding Agreement.

3.2 Within:

- (a) 30 days after each anniversary of the first day of the Project Period; and
- (b) 30 days of completion of the Project,,

You must provide VicHealth with an up to date Financial Acquittal relating to the Project.

Financial Acquittals must identify the Funding provided to You and the balance of the Funds at the anniversary of the first day of the Project Period or upon completion of the Project (as applicable).

3.3 The Financial Acquittal must be signed by a person in senior management authorised to sign financial documents for Your organisation who must certify that:

- (a) the Financial Acquittal is a true and fair representation of transactions relating to the Funds;
- (b) the Funds were received and expended solely for the purposes of the Project; and
- (c) all the terms of this Funding Agreement have been complied with.

3.4 You must provide VicHealth with any other reports at the times and in the manner stated in Schedule 1.

3.5 VicHealth may undertake an evaluation of the Project at any time. You must allow VicHealth and its auditors access to Your Records, Your premises and any other information VicHealth may require in order to allow VicHealth to audit Your performance of Your obligations under this Funding Agreement.

3.6 For the avoidance of doubt, each party will bear its own costs of conducting or participating in an audit under clause 3.5.

3.7 If an audit under clause 3.5 reveals that You have failed to comply with any of Your obligations under this Funding Agreement, You must immediately take such actions as are necessary to promptly remedy such non-compliance. You must comply with any reasonable directions or instructions from VicHealth as to the manner (including timing) in which such non-compliance must be remedied.

3.8 At VicHealth's request, You must, at Your own cost, cooperate with and assist VicHealth in connection with:

- (a) any enquiry or investigation by a government authority, including the Auditor-General; and
- (b) any request made to VicHealth concerning the Project or the Funding under the *Freedom of Information Act 1982* (Vic).
- 3.9 At VicHealth's request, You agree to participate in any sector-wide, industry specific or similar evaluation or research projects that VicHealth may undertake or commission in the future for the purposes of improving the efficiency and/or effectiveness of VicHealth's funding programs.
- 4 **Change to Recipient Primary Contact**
- If there is a change to the Recipient Primary Contact, You must notify VicHealth of the details of the new contact as soon as possible, and in any event within 7 Business Days of the change.
- 5 **Tobacco Products and Promotion**
- 5.1 You acknowledge that VicHealth is established under the *Tobacco Act 1987* (Vic) and has certain objectives and functions set by that Act.
- 5.2 You must not (and must ensure that Your employees, agents and contractors do not) take part in any act which is damaging to, or likely to damage, VicHealth's reputation, is offensive, corrupt or disreputable or which may bring VicHealth into disrepute, contempt, scandal or ridicule.
- 5.3 Without limiting Your obligations under clause 5.2, You must:
- (a) support the prohibition of smoking at Your premises;
- (b) ensure that none of Your officers or employees publically endorse tobacco or tobacco products in any way;
- (c) ensure that You do not receive sponsorship from any person directly involved in the manufacture or marketing of tobacco products;
- (d) ensure that tobacco products are not available at any venue or at any event or activity connected with the Project; and
- (e) ensure that tobacco or tobacco products are not promoted in any publication produced or officially endorsed by You.
- 6 **Acknowledgements**
- 6.1 You must acknowledge VicHealth's contribution of Funding to the Project:
- (a) in all public announcements concerning the Project or the Outcomes of the Project;
- (b) in all documents, materials, reports and other items relating to the Project or the Outcomes of the Project; and
- (c) at all events (including any lectures) relating to or organised in connection with the Project;
- in the manner directed by VicHealth from time to time.
- 6.2 Without limiting Your obligations under clause 6.1, You must
- (f) display VicHealth's banners, posters, signage and other materials at all events and activities connected with the Project; and
- (g) include a written acknowledgement of the Funding by VicHealth and use the VicHealth Trade Marks in all publications, newsletters and other materials relating to the Project,
- as directed by VicHealth.
- 6.3 VicHealth grants You a non-exclusive, non-transferable, royalty-free licence to use the VicHealth Trade Marks for the purpose of acknowledging VicHealth's provision of Funding in accordance with clause 6.1 and 6.2.
- 6.4 VicHealth may, from time to time, provide You with guidelines as to how it wishes the VicHealth Trade Marks to be used and You must comply with those guidelines.
- 6.5 You must not:
- (a) use the VicHealth Trade Marks other than to acknowledge VicHealth's contribution of Funding to the Project or as otherwise agreed by VicHealth in writing;

- (b) authorise any other party to use the VicHealth Trade Marks without VicHealth's prior written consent;
 - (c) use any of the VicHealth Trade Marks or any substantially identical or deceptively similar mark as part of any corporate or business name without VicHealth's prior written consent;
 - (d) do any of the things specified in section 26(1) of the *Trade Marks Act 1995* (Cth), except as expressly permitted under this Funding Agreement or with the prior written consent of VicHealth.
- 6.6 All goodwill in the VicHealth Trade Marks will accrue to VicHealth (and to the extent any goodwill in the VicHealth Trade Marks may accrue to You, You immediately assign it to VicHealth).
- 6.7 You must only use the VicHealth Trade Marks in a manner that enhances VicHealth's credibility and reputation.
- 6.8 This clause 6 (and the licence granted in clause 6.3) survives the expiration or earlier termination of this Funding Agreement.
- 7 Intellectual Property**
- 7.1 As between the parties, the ownership of all rights (including Intellectual Property Rights) in any Existing Material remains with the party which makes that Existing Material available for the Project.
- 7.2 Each party grants the other party a perpetual, non-exclusive, non-transferable, worldwide, royalty free licence to use, reproduce and otherwise exploit its Existing Material:
- (a) for the purposes of conducting the Project during the Project Period; and
 - (b) to the extent such Existing Material is comprised in, or is necessary for the use of, any Project Material.
- 7.3 Ownership of all rights (including Intellectual Property Rights) in any Project Material vests in You on creation.
- 7.4 You grant VicHealth a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sub-license) to use, reproduce and adapt the Project Material for its internal business purposes and to use, reproduce, adapt and disclose the Project Material for any purpose connected to furthering VicHealth's objectives as set out in the *Tobacco Act 1987* (Vic).
- 7.5 You acknowledge that for the purposes set out in clause 7.4 and without limiting that clause, VicHealth may make the Project Material available to third parties in accordance with the DataVic Access Policy.
- 7.6 If, acting reasonably, VicHealth considers that any proposed use or disclosure of the Project Material by VicHealth may substantially impede Your ability to achieve the Objectives specified in Schedule 1, VicHealth will not make such use or disclosure until VicHealth has first allowed You a reasonable opportunity to achieve those Objectives.
- 7.7 You will provide VicHealth promptly with copies of all of the Project Material (including data) as reasonably requested by VicHealth and in the format reasonably specified by VicHealth.
- 7.8 You warrant that any Project Material created by You or any of Your employees, officers, agents or contractors does not infringe, and its use in any way by VicHealth in accordance with this Funding Agreement will not infringe, the Intellectual Property Rights or Moral Rights of any person.
- 8 Confidential Information**
- 8.1 Each party agrees to keep confidential, and not to use or disclose, other than as permitted in this Funding Agreement, any Confidential Information of the other party, except:
- (a) where the disclosing party has obtained the prior written permission of the other party;
 - (b) to the disclosing party's officers, agents, professional advisers, employees, contractors and insurers, subject to those persons first being bound by confidentiality obligations in relation to that Confidential Information that are no less stringent than those in this clause 8 and provided that, if requested by VicHealth, each recipient enters into a confidentiality agreement in favour of

VicHealth on terms acceptable to VicHealth;

- (c) where the disclosing party is compelled to do so by law, judicial or parliamentary body or governmental agency (including the Auditor-General) provided that (where practical) it gives the other party written notice prior to disclosure; and
- (d) VicHealth may disclose Confidential Information as may be required to comply with its obligations under the *Freedom of Information Act 1982 (Vic)* and to otherwise satisfy any of its public disclosure obligations.

8.2 Each party agrees to take all prudent steps, including maintaining effective security measures, to protect the Confidential Information of the other party in the first party's possession or control from unauthorised access, use, copying or disclosure.

8.3 Each party must only use Confidential Information of the other party for the purpose for which it was disclosed in connection with this Funding Agreement.

9 Privacy

9.1 You acknowledge that You are bound by the Information Privacy Principles and the Health Privacy Principles with respect to any act done or practice engaged in by You under or in connection with this Funding Agreement in the same way and to the same extent as the State of Victoria or VicHealth would have been bound had it been directly done or engaged in by the State of Victoria or VicHealth.

9.2 You agree that VicHealth may collect, store, and use the contact details that You have provided to it in relation to Your officers and employees, for its internal business purposes and for the purpose of administration, marketing and correspondence associated with the Project. You must comply with any legal requirement to notify those individuals of the possibility of such collection, storage and use.

9.3 You must:

- (a) comply with the Information Privacy Principles, the Health Privacy Principles and

the VicHealth Privacy Policy in relation to any Personal Information or Health Information collected by, disclosed to, or accessible by You in connection with this Funding Agreement and must only use and disclose the Personal Information and Health Information in accordance with this Funding Agreement; and

- (b) not do any act or engage in any practice that would cause VicHealth to breach an Information Privacy Principle, a Health Privacy Principle or the VicHealth Privacy Policy.

9.4 If You take any photographs, make any sound recordings or make any audio-visual recording during the Project, such items will be deemed to be Project Material and You must:

- (a) provide VicHealth with a copy of the photograph, sound recording or audio-visual recording;
- (b) grant VicHealth a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce and adapt the photograph, sound recording or audio-visual recording for its internal business purposes and for any purpose connected to furthering its objectives as set out in the *Tobacco Act 1987 (Vic)*;
- (c) procure that the authors provide a genuine, irrevocable written consent to VicHealth using the photograph, sound recording or audio-visual recording in a way that may, but for the consent, infringe the authors' Moral Rights in those works. On request, You must (within 10 days) provide VicHealth with copies of such consents; and
- (d) ensure that any person featured prominently in the photograph, sound recording or audio-visual recording has signed a consent form (on terms approved by VicHealth) which consents to the use of the material as contemplated by this Funding Agreement.

10 Indemnity

- 10.1 You will indemnify (and keep indemnified) VicHealth, its officers, employees and agents ("**Indemnified Persons**") against all losses, damages or liabilities incurred by the Indemnified Persons and all costs payable by the Indemnified Persons in relation to any claim against the Indemnified Persons (including reasonable legal costs) arising directly from:
- (a) any breach by You of clauses 1.2, 1.3, 6, 7, 8 or 9 of this Funding Agreement; or
 - (b) any unlawful or fraudulent act, or any negligent act, error or omission by You, or any of Your employees, agents, volunteers, or subcontractors in connection with this Funding Agreement,
- except to the extent that any negligent or unlawful act or omission of any of the Indemnified Persons contributed to the relevant loss, damage, expense or liability.
- 10.2 VicHealth's right to be indemnified under this clause 10 is in addition to any other right, power or remedy provided by law.
- 11 **GST**
- 11.1 If You are registered or required to be registered for GST, the Funds paid by VicHealth under this Funding Agreement include GST for supplies provided by You to VicHealth in accordance with this Funding Agreement and which are Taxable Supplies.
- 11.2 The Funding payable by VicHealth to You under this Funding Agreement must not include any amount which represents GST paid by You on Your own inputs and for which an input tax credit is available to You.
- 11.3 If You are registered or required to be registered for GST, any refund of Funding paid to VicHealth under this Funding Agreement must be inclusive of GST and must be accompanied by an Adjustment Note under the GST Act relating to Taxable Supplies.
- 12 **Termination**
- 12.1 This Funding Agreement will expire when VicHealth notifies You in writing that it is satisfied that the Project has been successfully completed, unless it is terminated earlier in accordance with its terms.
- 12.2 The parties may terminate this Funding Agreement at any time by mutual agreement or VicHealth may terminate this Funding Agreement at any time by giving You 7 Business Days' written notice.
- 12.3 In the case of any one or more of the following events, VicHealth may immediately terminate this Funding Agreement, or reduce the scope of this Funding Agreement, by giving You notice in writing of such termination or reduction in scope if:
- (a) You fail to fulfil, or are in breach of any of Your obligations under this Funding Agreement and do not rectify the omission or breach after receiving 10 Business Days' notice in writing from VicHealth to do so;
 - (b) You are, in the reasonable opinion of VicHealth, not making satisfactory progress in the achievement of the Project;
 - (c) You undergo a change in structure which, in the reasonable opinion of VicHealth, limits Your capacity to deliver the Project or otherwise precludes or adversely affects Your ability to carry out Your obligations and duties under this Funding Agreement;
 - (d) You are unable to pay all Your debts as and when they become due and payable or You fail to comply with a statutory demand within the meaning of sections 459E and 459F of the Corporations Act 2001 (Cth);
 - (e) You cease to carry on business or You go in to liquidation or a receiver and manager or mortgagee's or chargee's agent is appointed or becomes subject to any form of insolvency administration or arrangement, or in the case of an individual, becomes bankrupt or enters into a scheme or arrangement with creditors.

- (f) being a local government organisation, department or agency the relevant State Government takes action to cease Your operations and/or to amalgamate them with the operations of another local government organisation, department or agency;
- (g) in relation to this Funding Agreement, You breach any law of the Commonwealth or of a State or Territory
- (h) VicHealth is satisfied that any statement made in Your application for Funding is incorrect, incomplete, false or misleading in a way which would have affected the original decision to approve the Funding;
- (i) funding to VicHealth is significantly reduced within the period of this Funding Agreement or VicHealth's Board of Governance (or similar body) requires a re-deployment of Funds to meet payment of liabilities; or
- (j) VicHealth is expressly permitted to do so by any other clause of this Funding Agreement.
- 12.4 Upon termination or expiration of this Funding Agreement You must promptly:
- (a) return (or if requested, destroy) any of VicHealth's Confidential Information in Your possession, custody or control;
- (b) provide VicHealth with a copy of the Project Material (including any partially completed Project Materials);
- (c) provide VicHealth with a financial statement detailing the expenditure of all Funds and promptly return any unspent Funds to VicHealth; and
- (d) provide VicHealth with a final report relating to the Project (which meets any requirements for such final report set out in Schedule 1).
- 12.5 Upon termination of this Funding Agreement other than under clauses 12.2 or 12.3(i) You must if required by VicHealth in writing, promptly repay (at VicHealth's discretion) all or part of the Funds received by You under this Funding Agreement.
- 13 **General Provisions**
- 13.1 This Funding Agreement records the entire agreement between You and VicHealth in relation to its subject matter and may only be varied by a written document executed by both parties.
- 13.2 You must not assign, transfer, sub-contract or otherwise deal with this Funding Agreement or any right under this Funding Agreement (including in respect of the Funding) without the prior written consent of VicHealth (which can be withheld at VicHealth's discretion).
- 13.3 The laws applicable in the State of Victoria apply to this Funding Agreement and the courts having jurisdiction in the State of Victoria shall have non-exclusive jurisdiction in respect to any dispute under this Funding Agreement. The parties irrevocably submit to such jurisdiction.
- 13.4 The operation of clauses 2.9, 3, 5, 6, 7, 8, 9 and 12.5 and any other clauses which by their nature survive, will survive the expiration or termination of this Funding Agreement.
- 13.5 This Funding Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.
- 13.6 A party giving notice or notifying under this Funding Agreement must do so in writing:
- (a) directed to the recipient's address (and authorised representative) as specified in Schedule 1;
- (b) and hand-delivered or sent by pre-paid post, email or facsimile to that address.
- 13.7 A notice given in accordance with clause 13.6 is taken to be received:
- (a) If hand delivered, on delivery;
- (b) If sent by pre-paid post, 5 Business Days after the date of posting;
- (c) If sent by facsimile, upon confirmation of satisfactory transmission of that facsimile; and
- (d) If sent by email, when confirmation of delivery is received by the sender. Notices sent by email must include the words "NOTICE UNDER FUNDING AGREEMENT" in the subject line.

13.8 The failure by a party to insist upon a strict performance by the other party of any of the terms of this Funding Agreement will not be deemed a waiver of any subsequent breach or default.

13.9 Each party must promptly do whatever the other party reasonably requires of it to give effect to this Funding Agreement and to perform its obligations under it.

13.10 This Funding Agreement is not intended to create a partnership, joint venture or agency relationship between the parties.

14 Interpretation

14.1 In this Funding Agreement, unless the contrary intention appears:

'Adjustment Note' has the same meaning as it has in section 195-1 of the GST Act;

'Business Day' means any day other than a Saturday, Sunday or public holiday in the State of Victoria, Australia;

'Confidential Information' of a party (**the first party**) means any information obtained by the other party from the first party that:

- (a) is by its nature confidential;
- (b) is designated as confidential by the first party; or
- (c) the other party knows or ought reasonably to know is confidential,

and includes:

- (d) the terms of this Funding Agreement;
- (e) information relating to the first party's business, affairs or financial position;
- (f) information relating to the first party's internal management, structure, personnel, policies, practices, procedures or strategies;
- (g) information of the first party to which the other party has access that has any actual or potential commercial value to the other party; and
- (h) information relating to the first party's employees, contractors, customers or suppliers, including any Personal Information of individuals,

but excludes any information which is in or comes into the public domain other than as a result of a breach of this Funding Agreement, is already known by or in the possession of the other party before the other party obtains the information from the first party or which has been or is independently developed by the other party;

'DataVic Access Policy' means the policy titled "DataVic Access Policy - Intent and Principles" prepared by the State of Victoria through the Department of Treasury and Finance as updated and amended from time to time;

'Deliverables' means the deliverables described in Schedule 1 and any items that are reasonably necessary or incidental to any of those deliverables;

'Existing Material' means all Material owned by or licensed to a party, which is in existence prior to the date this Funding Agreement is executed or which is developed independently of this Funding Agreement and which is made available by one party to the other for the purposes of the Project;

'Financial Acquittal' means a financial statement substantially in the form of Schedule 2 (or such other form as may be agreed by the parties in writing);

'Funding Agreement' refers to the terms and conditions of this agreement, including its schedules;

'Funding' or **'Funds'** means the amount or amounts set out in Schedule 1, and in relation to any repayment or refund by You to VicHealth includes interest earned on such amount(s);

'GST' has the meaning given in the *GST Act*;

'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

'Health Information' has the meaning set out in the *Health Records Act 2001* (Vic);

'Health Privacy Principles' means the health privacy principles set out in the *Health Records Act 2001* (Vic);

'Information Privacy Principles' means the information privacy principles set out in the *Privacy and Data Protection Act 2014* (Vic);

'Intellectual Property Rights' includes all copyright (including future copyright), all rights in relation to inventions (including patent rights), all rights in plant varieties, registered and unregistered trademarks (including service marks), confidential information (including trade secrets and know how), registered designs and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields (but not Moral Rights);

'Material' includes documents, drawings, specifications, articles, reports, sketches, equipment, software (including source code and object code), goods, information and data (including data sets and databases) stored by any means including all copies and extracts of the same;

'Milestone' means a stage of completion of the Project as set out in the Schedule 1

'Moral Rights' has the meaning set out in the *Copyright Act 1968* (Cth);

'Objectives' means the objectives for the Project as described in Schedule 1;

'Outcomes' means the desired outcomes for the Project as described in Schedule 1;

'party' means a party to this Funding Agreement;

'Personal Information' has the meaning set out in the *Privacy and Data Protection Act 2014* (Vic);

'Project' means the Project described in Schedule 1;

'Project Material' means all Material created by You in the course of performing the Project and includes the Deliverables;

'Project Period' means the period for conducting the Project as described in Schedule 1;

'Recipient Primary Contact' means the person identified as such in Schedule 1 or as notified by You to VicHealth from time to time;

'Records' has the meaning set out in clause 3.1;

'Taxable Supply' has the same meaning as it has in the GST Act;

'VicHealth Privacy Policy' means VicHealth's privacy policy available at

www.vichealth.vic.gov.au/Privacy.aspx as updated and amended from time to time; and

'VicHealth Trade Marks' means the trade marks identified in Schedule 1.

14.2 In this Funding Agreement, unless the contrary intention appears:

- (a) words in the singular include the plural and words in the plural include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) all references to dollars are to Australian dollars and this Funding Agreement uses Australian currency;
- (e) reference to any statute or other legislation (whether primary or subordinate) is a reference to that statute or other legislation as amended or replaced from time to time;
- (f) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (g) includes means "includes without limitation";
- (h) an uncertainty or ambiguity in the meaning of a provision of this Funding Agreement will not be interpreted against a party just because that party prepared the provision; and
- (i) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

14.3 In the event of any conflict or inconsistency between:

- (a) the terms and conditions contained in the clauses of this Funding Agreement;
- (b) any Schedules to this Funding Agreement; and
- (c) documents incorporated by reference, if any;

then the material first mentioned has precedence over later mentioned material to the extent of the conflict or inconsistency.

EXECUTED BY THE PARTIES

SIGNED ON BEHALF OF [Organisation Name] by its duly authorised representative

Signature
Name
Position
Date

Witness

Signature
Name
Position

SIGNED ON BEHALF OF THE VICTORIAN HEALTH PROMOTION FOUNDATION

Signature
Name
Position
Date

Witness

Signature
Name
Position

Schedule 1

Funding Recipient	
Recipient Primary Contact	
Request ID / RMS Number	
Project Title	
Project Summary	
Objectives	
Deliverables	
Outcomes	
Project Period	
Funding and Payment	

Schedule of Key Dates

Description	Scheduled	Pay Amount
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VicHealth Trade Marks

- 1 The VicHealth Trade Marks and Trade Mark Guidelines are available at:
www.vichealth.vic.gov.au/logo
- 1 The Funding Recipient must ensure that it will at all times when using the VicHealth Trade Marks, strictly comply with:
 - (a) the conditions of clause 6 of the Funding Agreement; and
 - (b) VicHealth's Trade Mark Guidelines; and
 - (c) any instructions given by VicHealth on a case by case basis.
- 2 The Funding Recipient must ensure that all design documents/files/images of Project Material using the VicHealth Trade Marks are submitted to and approved by VicHealth before production of such Project Materials may begin.

Consent to appear in photographs, sound recordings or audio-visual recordings

The Funding Recipient must ensure that any person featured prominently in a photograph, sound recording or audio-visual recording has signed a consent form containing the following clause (see clause 9.4):

"I acknowledge and agree that:

- 1. Photographs, sound recordings or audio-visual recordings in which I appear will be provided to the Victorian Health Promotion Foundation (ABN: 20 734 406 352) (VicHealth) who may use those items internally or externally to promote its business and further its objectives under the Tobacco Act 1987 (Vic) and I irrevocably consent to my image and voice being used for these purposes;*
- 2. I understand that VicHealth may edit, amend or otherwise vary photographs, sound recordings or audio-visual recordings at any time and may use those items in any other media, or may not use the items at all. I understand that VicHealth will not be required to enter into any correspondence with me about such decisions;*
- 3. I understand that there is no time limit on VicHealth's use of the photographs, sound recordings or audio-visual recordings;*
- 4. VicHealth will deal with my personal information in accordance with its privacy policy and I understand that I may seek access to personal information by contacting VicHealth; and*
- 5. I agree to be photographed or recorded voluntarily and I understand I will not receive payment, royalties or other consideration for my appearance in these items or for any subsequent use of such items by VicHealth or its licensees or assignees."*

Schedule 2

Financial Acquittal

VicHealth Project: <Title and project number>

<insert period (12 months.)> ending <end date of the reporting period>

	\$ Actual	\$ Budget
INCOME		
VicHealth grant		
Other income		
Total income		
Less: EXPENDITURE		
Total expenditure		
SURPLUS / (DEFICIT)		
BALANCE as at <date>		

Certification

We hereby certify:

- (i) this document presents a true and fair view of the transactions relating to the grant for the period indicated;
- (ii) that the grant was received and expended solely for the purposes of the Project; and
- (iii) that all terms and conditions contained in the Funding Agreement (which includes the Conditions of Grant) have been complied with.

Signed: _____ <Name> <Title e.g. Chairperson, Chief Executive Officer or Delegate>	Signed: _____ <Name> Principal Accounting Officer or Delegate
Date:	Date: