



Recreational Fishing Trust

Flagship Fish Habitat

Action Grant

2019-2020

Funding Deed

Department	NSW Department of Planning, Industry & Environment
Agency/Division	The Department of Primary Industries
Grantee	Tweed Shire Council
Name of Project	Tweed Estuary Strategic Erosion Stabilisation and Fish Habitat Rehabilitation
Amount	\$180,000 (GST exclusive)

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Details

Department	Name	The Crown in right of the State of New South Wales acting through the Department of Planning, Industry & Environment (ABN 20 770 707 468).
	Agency/ Division	The Department of Primary Industries
	Address	161 Kite Street Orange NSW 2800
Department Authorised Officer <i>(refer to clause 18 - Notices)</i>	Name	Scott Nichols
	Position	Fisheries Manager
	Address	1243 Bruxner Highway Wollongbar NSW 2477
	Telephone	02 6626 1396
	E-mail	scott.nichols@dpi.nsw.gov.au
Grantee ('You')	Name	Mr Tom Alletson (Tweed Shire Council)
	Address	PO Box 816 Murwillumbah NSW 2484
	ABN	90 178 732 496
Your Authorised Officer <i>(refer to clause 18 - Notices)</i>	Name	Mr Tom Alletson
	Position	Waterways Program Leader
	Address	PO Box 816 Murwillumbah NSW 2484
	Telephone	6670 2577 (0406 380 893)
	E-mail	talletson@tweed.nsw.gov.au
Project	Tweed Estuary Strategic Erosion Stabilisation and Fish Habitat Rehabilitation	
Grant	A maximum total amount of \$180,000 (GST exclusive) payable in Instalments.	
Project Plan	The Flagship Fish Habitat Action Grant Project Plan dated 14/06/19 , a copy of which is attached to this Deed as Annexure 1 .	
Site	-28.321781, 153.418175 (centre point) Name of waterway and river catchment: Tweed River Nearest town and street address: Murwillumbah (near Tweed Valley Way / Tumbulgan Road)	
Commencement Date <i>(refer to clause 2- Commencement)</i>	The date on which the last party signed this Deed.	

Activities

1. Identify priority sites for erosion stabilisation and fish habitat rehabilitation between Murwillumbah and Stotts Island. Sites will be specific, discrete and detailed as opposed to broadly mapped reaches.
2. Develop detailed designs for each site that will optimise fish habitat conservation and rehabilitation, and for each site develop accurate cost estimates for implementation over a ten year works program.
3. Implement works at one or more priority sites utilising up to \$200,000 of project funding, to achieve a demonstration of relevant design and construction approaches.

The activities are described in further detail in the **Annexure 1 – Project Plan** and in **Schedule A - Payment Schedule**.

The Activities also include:

- ongoing maintenance at the Site as detailed in the Project Plan;
- reports as required under this Deed, completed to the satisfaction of the Department;
- all work reasonably incidental to the Activities;
- any other Activities agreed in writing by the Department and you from time to time in accordance with **clause 20.6**.

Special Conditions

You must:

- (a) obtain any necessary approvals and permits for the Activities from government departments and agencies prior to the commencement of any on-ground works;
- (b) where relevant, comply with the Policy and guidelines for fish habitat conservation and management and Council and Developer Toolkit, at:
<http://www.dpi.nsw.gov.au/fishing/habitat/publications/pubs/fish-habitat-conservation>
<http://www.dpi.nsw.gov.au/fishing/habitat/protecting-habitats/toolkit>
- (c) conduct revegetation to riparian areas, using only native species suited to the Site;
- (d) ensure that you use appropriate herbicides and techniques for the weed control Activities that you are undertaking, including ensuring that the herbicide you use is appropriate for any aquatic conditions. Further information can be found at:
<http://www.dpi.nsw.gov.au/biosecurity/weeds/weed-control>
- (e) maintain and care for revegetation in riparian areas to assist in increasing the plant survival rate in the Site.

Terms

Definitions and Commencement

Definitions and Interpretation

1. Interpretation

1.1 Unless the context requires otherwise, in this Deed:

- (a) the terms set out in the left hand column of the Details have the meaning ascribed to them in the right hand column of the Details;
- (b) where any time limit pursuant to this Deed falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
- (c) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
- (d) the meaning of general words is not limited by specific examples introduced by “including” or “for example” or similar expressions;
- (e) references to persons include bodies corporate, government agencies and vice versa;
- (f) references to the parties include references to respective directors, officers, employees and agents of the parties;
- (g) nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or any part of it; and
- (h) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

1.2 Definitions

Activity means the activity(s) described in **Schedule A – Payment Schedule**, which aim to fulfil one or more of the Objectives of the Project.

Activity Period means the period specified in **Schedule A – Payment Schedule** during which the Activity must be completed.

Budget refers to a budget for expenditure of the Grant for the purposes of conducting the Activity or performing obligations under this Deed.

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs on a full indemnity basis.

Confidential Information of a party means all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (a) is by its nature confidential;
- (b) has been designated as confidential by a party;
- (c) is capable of protection at common law or equity as confidential information; or
- (d) is derived or produced partly from the information in paragraphs (a), (b) or (c) above

but does not include information that:

- (e) is in the public domain; or
- (f) is independently known or developed by the party receiving the information other than as a result of a breach of this Deed or any other obligation of confidentiality owed by or to any other person.

Correctly Rendered Invoice means an invoice rendered in accordance with the Department's Fact Sheet.

Contribution means the contributions (whether financial or in-kind resources) specified in **Schedule A – Payment Schedule** or in the **Project Plan**, that you provide for the Project.

Deed means this funding deed document and includes the Details, Terms, Schedule A – Payment Schedule and any other schedules, annexures or other documents cross-referenced in this deed.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999*.

Instalments means that part of the Grant which the Department pays to you in the amounts and on the dates set out in Schedule A.

Intellectual Property or IP includes:

- (a) all rights in relation to copyright, inventions, plant varieties, trademarks, designs, patents; and
- (b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how,

but does not include Moral Rights.

Moral Rights has the same meaning as in the *Copyright Act 1968 (Cth)*.

Notice means any approvals, consents, instructions, orders, directions, statements, requests and certificates, or other communication one party gives to another party in writing under this Deed.

Objectives means the objectives of the Activities described in the Schedule A – Payment Schedule, which are the agreed results you must achieve and ensure your subcontractors achieve.

Personal Information has the same meaning as in the *Privacy and Personal Information Protection Act 1998 (NSW)*.

Project Material means material created as part of or in performance of the Project including any documents or data.

WHS Law means the *Work Health & Safety Act 2011*, regulations, codes of practice and other instruments under that Act.

2. Commencement

2.1 This Deed will commence on the Commencement Date.

What you must do

3. Your obligations

3.1 You must:

- (a) ensure the Grant or any Instalment is used only for the approved Project;
- (b) ensure each Activity is completed within the Activity Period in accordance with this Deed;
- (c) provide your Contributions which must at least match the amount of the Grant;
- (d) comply with the reporting requirements;
- (e) comply with all Commonwealth, State and Local government laws that are relevant to the Project, this Deed, or your registration as an entity;
- (f) comply with all policies, guidelines and reasonable directions the Department provides to you.

3.2 Where you are to carry out Activities on land that you do not own, you must obtain written consent from the landholder for you to enter and carry out the Activities.

4. Work health and safety

4.1 You must:

- (a) ensure the health and safety of all people who your activities may affect under this Agreement, including your employees and subcontractors and members of the public, in compliance with the WHS Law;
- (b) undertake your own identification and detailed analysis of all work health and safety risks associated with the Activities;
- (c) develop and implement a safe work method statement and a site-specific safety management plan; and
- (d) immediately notify the Department of any work health and safety notifiable incident, and provide the Department with a written report within 24 hours of the incident.

4.2 You warrant and represent that you have, and will ensure that your subcontractors have:

- (a) the necessary resources in place to comply with the WHS Law; and
- (b) taken all necessary measures to identify reasonably foreseeable hazards in relation to the Services which could potentially give rise to health and safety, and have taken all

necessary measures to assess and eliminate or control the risks arising from those hazards.

About the Grant

5. Paying the Grant

- 5.1** The Department will pay an Instalment for each Activity at the end of the Activity Period on condition that:
- (a) the Department receives Correctly Rendered Invoice from you that clearly identifies the Instalment you are claiming; and
 - (b) you have provided the Department with the evidence of compliance required under clause 10 and the Schedule(s) showing that you have performed the Activities at the times set out in the Schedules; and
 - (c) the relevant Activities have been performed to the satisfaction of the Department.
- 5.2** Notwithstanding clause 5.1, if the Department pays you an Instalment, this does not constitute an admission that the performance of the Project is in conformity with this Deed and no payment will be deemed to release you from your obligations under this Deed.
- 5.3** You must manage and monitor expenditure of the Grant in conformity with sound financial practices.

6. Withholding, Suspension, Changes to Instalment and Repayment

- 6.1** The Department may change the amount of the Instalment by issuing you with a Notice setting out the details of the changes.
- 6.2** If you are not complying with this Deed the Department may withhold or suspend payment of an Instalment until you comply with your obligations to the Department's satisfaction.
- 6.3** If the Department withholds or suspends an Instalment you must continue to perform your obligations under this Deed.
- 6.4** You must repay within 28 days of a demand being sent:
- (a) any Instalment spent in breach of this Deed;
 - (b) all unspent Instalments;
 - (c) any overpayment
 - (d) any interest earned on any Instalment required to be repaid.
- 6.5** Where you have failed to comply with this Deed, the Department will calculate the amount of repayment you must make with regard to the extent you have failed to complete the Activities of the Project.
- 6.6** The Department may set off the amount of any overpayment or claim for repayment against any future Instalment due.

- 6.7** Any repayment the Department claims from you under clause 7.2 or this clause 6 will be a debt due and owing by you to the Department.

7. Unexpended Grant

- 7.1** If at the completion of the Project, you have any unexpended Grant, you must seek the Department's written consent to retain the unexpended Grant and use it for purposes agreed by the Department.
- 7.2** If the Department does not consent to you retaining the unexpended Grant, you must return it to the Department within 20 Business Days of the date of a Notice from the Department requiring you to return it. Interest will accrue and be payable on the amount outstanding after expiry of the 20 Business Days until the amount is paid in full.
- 7.3** If, upon receiving Notice of termination of the Deed, you have unexpended Grant, you must return it to the Department within 20 Business Days of the date of a Notice from the Department requiring you to return it. Interest will accrue and be payable on the amount outstanding after expiry of the 20 Business Days until the amount is paid in full.

8. Holding of Grant

- 8.1** Each Instalment must be held in trust for the benefit of the Department from the date it is received either:
- (a) in a separate bank account used solely in connection with the Grant; or
 - (b) into a general bank account provided that sufficient accounting controls are in place to track the expenditure of the Grant.

9. GST

- 9.1** Unless otherwise indicated, all consideration for any supply under this Deed is exclusive of any GST imposed in relation to the supply.
- 9.2** If you make a taxable supply under this Deed, you must provide the Department a tax invoice enabling it to claim an input tax credit. If you do not quote your Australian Business Number in the invoice or otherwise provide a completed "statement by a supplier" (reason for not quoting an ABN) form, then the Department may withhold an amount from the payment on account of withholding tax, as required by law.
- 9.3** If for any reason the Department pays you an amount under this clause 9 which is more than the GST imposed on the supply, you must repay the excess to the Department on demand or the Department may set off the excess against any other amounts due to you.

Material and Information

10. Reporting Requirements

- 10.1** You must submit a final written report and Milestone payment reports to the Department, using the proformas provided from the Department Authorised Officer. A Final Report must be provided to the Department within 60 days of completing the Project, this must include:
- (a) how you met the Project's objectives (including all activities, methods, results, completion dates and outcomes);
 - (b) a financial acquittal of the Grant (including expenditure statements and/or receipts as specified);
 - (c) a financial acquittal of the Contribution (including expenditure statements and/or receipts as specified);and
 - (d) photographic records (as appropriate) of before, during and after the Project.
- 10.2** You must provide financial statements of income and expenditure in respect of the Grant ('the Statements') to the Department within 60 Business Days after:
- (a) completion of the Activity or any termination of this Deed, whichever is the earliest; and
 - (b) the completion of each Financial Year in which an Instalment of the Grant is made,
- 10.3** The Statements must include a definitive statement as to whether:
- (a) the financial information for the Project represents the financial transactions fairly and is based on proper accounts and records; and
 - (b) the Grant was expended for the Project and in accordance with this Deed.
- 10.4** You must keep financial accounts and records relating to the Project so as to enable:
- (a) all receipts and payments related to the Project to be identified in your accounts and reported in accordance with this Deed;
 - (b) unless notified by the Department, the preparation of financial statements in accordance with Australian Accounting Standards; and
 - (c) generation of an income and expenditure statement for each financial year of the Project with the Budget, including a comparison of the income and expenditure in each financial year against the Budget; and
 - (d) the audit of those records in accordance with Australian Auditing Standards.
- 10.5** Upon written request from the Department, you must also submit a Progress Report on the Project to the Department which includes:
- (a) an update on the progress of the Project and Activities undertaken;
 - (b) completion of Activities;
 - (c) if an Activity is incomplete at the target date, details of mitigating circumstances and remedial action taken; and

- (d) any other information the Department reasonably requires to satisfy itself that you are undertaking the Project in accordance with the Deed.

10.6 The Department will provide you with at least two weeks' notice to submit a Progress Report.

10.7 On completion of the Milestones set out in **Schedule A – Payment Schedule**, where ongoing maintenance is part of your Project, you must submit to the Department on 1 March of each year, for the period equivalent to your agreed inkind maintenance period, an annual report which includes:

- (a) details of the ongoing maintenance you have provided to the Site (the **Maintenance**);
- (b) results of the Maintenance, including photographic records (photopoints); and
- (c) any other information the Department reasonably requires to satisfy itself that you are undertaking the Maintenance in accordance with the Deed and your Project Plan.

10.8 If any report contains information confidential to you, you should mark the relevant parts of the Report accordingly.

11. Intellectual Property

11.1 Intellectual Property in all Project Material vests in you, unless otherwise stated in the Special Conditions.

12. Confidential Information

12.1 Each party must maintain the confidentiality of all commercially sensitive information it receives from the other party, including the amount of the Grant, except in accordance with clause 13 (Public Announcements) or as otherwise agreed in writing.

13. Privacy

13.1 You will:

- (a) ensure that Personal Information that is provided by the Department or collected by you under or in connection with this Deed is used only for the purposes of this Deed and is protected against loss, unauthorised access, use, modification and disclosure, or against other misuse;
- (b) not disclose any Personal Information without the written consent of:
 - (i) the individual to whom the Personal Information relates; or
 - (ii) the Department,

unless otherwise required or authorised by law;

- (c) comply with the Information Protection Principles applying to NSW public sector agencies under the Privacy and Personal Information Protection Act 1998 (NSW) when doing any act or engaging in any practice in relation to Personal Information as if you were an agency directly subject to that Act; and

- (d) include equivalent requirements regarding Personal Information (including this clause 13) in any subcontract entered into for the provision of any of the Activities under this Deed.

14. Public Announcements and Acknowledgement

14.1 You must:

- (a) acknowledge the support of the Recreational Fishing Trust's Flagship Fish Habitat Action Grant Program in promoting the Project or Activities; and
- (b) use the Recreational Fishing Trust logo when acknowledging the Recreational Fishing Trust's support of the Project.

14.2 The Department may publish the title and brief description, including outcomes, of the Project and the amount of the Grant.

Dealing with Risk

15. Insurance

15.1 You must maintain, during the term of this Deed:

- (a) a broadform public liability policy of insurance to the value of at least \$10 million in respect of each claim and unlimited in the aggregate as to the number of occurrences in the policy period;
- (b) workers' compensation insurance as required by all relevant laws of Australia relating to workers compensation.

15.2 You must not do, permit or suffer any act, matter or thing or omission whereby any of the policies referred to in this clause may be vitiated, rendered void or voidable.

15.3 On request by the Department, you must provide a copy of valid and current certificates of currency for each or any of the policies described above.

15.4 Without limitation to clause 15.1, each party warrants that it has and will maintain appropriate insurance to cover any liability it may incur in relation to this Deed.

16. Indemnities

16.1 You must indemnify and keep indemnified the Department, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:

- (a) the Grant or the use of any outcomes from the Project;
- (b) your breach of this Deed;
- (c) any unlawful or negligent act or omission by you, your employees or your subcontractors in connection with this Deed;

- (d) any illness, injury or death of any person caused or contributed to by you, your employees or your subcontractors in connection with this Deed;
- (e) any loss or damage to real or personal property caused or contributed to by you, your employees or your subcontractors in connection with this Deed; or
- (f) any act or omission by you or your employees or your subcontractors in connection with this Deed that is in infringement of any Intellectual Property, or privacy rights of the Department or any third party.

16.2 Your liability to indemnify the Department under this clause will be reduced proportionately to the extent that any negligent or unlawful act or omission by the Department, its officers, employees or agents contributed to the relevant loss or liability.

16.3 Your liability to indemnify the Department under this clause does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Deed.

Terminating the Deed

17. Termination

17.1 Unless terminated earlier, this Deed will end at the end of the Grant Period and once you have completed the Project to the Department's satisfaction and the Department has paid all Instalments due.

17.2 Where a party has breached this Deed:

- (a) the other party may give a Notice to that party requiring it to rectify that breach within 30 days of receiving that Notice; and
- (b) if the party which received the Notice fails to rectify that breach in time, the other party may terminate this Agreement immediately by giving a further Notice.

17.3 The Department may terminate this Deed immediately by Notice if:

- (a) you breach a provision of this Deed in a manner that, in the Department's opinion, is not capable of remedy;
- (b) you breach any of the following provisions: clauses 3 (Your Obligations), clause 10 (Reporting Requirements) or clause 15 (Insurance), 20.10 (Assignment);
- (c) you become insolvent, if you are the subject of a debtors or creditors petition under the Bankruptcy Act 1966, or if you resolve to go into administration or liquidation or have a summons for your winding up presented to a Court or enter into any scheme of arrangement with your creditors.

17.4 The Department may terminate this Deed by giving you 30 days' Notice, if any one or more of the following occurs:

- (a) in the Department's opinion you are not carrying out the Project diligently and competently;

- (b) you have not completed one or more of the Activities by the date they are due to be completed;
- (c) the Department considers the Project no longer viable; or
- (d) the Department considers that there has been a material change in circumstances in your financial position, your structure or your identity.

Other Legal Matters

18. Dispute Resolution

- 18.1** If a dispute arises in relation to this Agreement (“a Dispute”), a party must comply with this clause 18 before starting arbitration or court proceedings except proceedings for urgent interlocutory relief.
- 18.2** A party claiming that a dispute has arisen must notify the other party in writing giving details of the dispute (Dispute Notice) in accordance with the requirements of clause 19 (Notices).
- 18.3** Following receipt of a Dispute Notice, each party must refer the Dispute to a senior representative, who:
- (a) does not have prior direct involvement in the Dispute; and
 - (b) has authority to negotiate and settle the Dispute.
- 18.4** If the Dispute is not resolved within 10 Business Days, from the date the Dispute Notice is received by the party to whom the Dispute Notice is given, the party which gave the Dispute Notice under clause 18.2 must refer the Dispute for mediation by the Australian Disputes Centre Limited (ADC) for resolution in accordance with the mediation rules of the ADC.
- 18.5** If the Dispute is not resolved within 40 Business Days after referral to mediation either party may initiate proceedings in court.
- 18.6** Each party must pay its own costs of complying with this clause and split the costs of the mediator evenly.

19. Notices

- 19.1** Unless otherwise stated in this Agreement, all Notices to be given under this Deed must be in writing, and hand-delivered, posted or emailed to the Authorised Officer specified in the Details or as otherwise notified in writing.
- 19.2** The receiving party will be deemed to have received the Notice as follows:
- (a) if hand delivered, on the day on which it is delivered or left at the relevant address;
 - (b) if sent by post within Australia:

- i. if posted using Express Post, the priority letter service option of regular post, or the priority service option for Registered Mail, on the fourth Business Day after the day on which it is posted;
 - ii. if posted using the regular post option, on the tenth Business Day after the day on which it is posted;
- (c) if sent by email before 5.00pm on a Business Day, the first of the following occurring:
 - i. when the sender receives an automated message confirming delivery; or
 - iii. four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.
- (d) if sent by email after 5.00pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.

19.3 Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

20. General

20.1 Survival: The following clauses survive termination or expiry of this Deed: clause 10 (Reporting Requirements), clause 12 (Confidential Information), clause 13 (Privacy), clause 15 (Insurance), clause 16 (Indemnities), clause 17 (Termination), clause 20.3 (Keeping of records) this clause 20.1 and any other clause which by its nature is intended to survive this Deed.

20.2 Subcontractors: You remain fully responsible for the performance of the Project if you subcontract the performance of any part of the Project.

20.3 Keeping of records, audit and rights of access to such records: You:

- (a) must keep complete and accurate records and books of account with respect to your performance of the Project (the "Records"), and must retain such Records for a minimum of seven (7) years after expiry or termination of this Deed;
- (b) authorise the Department and any State or Commonwealth Government department or agency (the "Auditors") that has provided moneys to the Department for the purposes of the Project, to undertake audits, to examine and inspect, at reasonable times and on reasonable Notice, any records held by you and Records, and allow any such Records to be copied; and
- (c) provide all reasonable assistance in order for the Auditors to properly carry out the inspections and audits referred to in this clause.

20.4 Conflict of Interest: You must not carry on or be involved in any capacity in an activity or business, which may conflict with, or adversely affect, your ability to carry out your obligations under this Deed, and you will immediately notify the Department in writing if such a conflict or risk of such a conflict arises.

- 20.5 Entire Deed:** This Deed states all the express terms agreed by the parties as to the matters referred to in this Deed. It supersedes all prior contracts, obligations, representations, conduct and understandings between the parties relating to the subject matter of this Deed.
- 20.6 Variation:** This Agreement may only be varied by agreement in writing including by an exchange of emails confirming the agreed variation.
- 20.7 Inconsistency:** If there is any inconsistency between provisions of this Deed then the order of precedence will be:
- (a) the Details; then
 - (b) any Special Conditions; then
 - (c) these Funding Terms; then
 - (d) any Schedules.
- 20.8 Negation of employment, partnership or agency**
- (a) This Deed does not create a relationship of agency, partnership, and/or employment between the parties.
 - (b) You must not represent yourself as being an employee or agent of the Department or as otherwise able to bind or represent the Department.
- 20.9 Waiver**
- (a) If a party fails to exercise any of its rights under this Deed, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect estop a party from relying on the terms of this Deed to their full force and effect.
 - (b) Any waiver by a party of a breach of this Deed must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.
- 20.10 Assignment:** You must not assign or novate your obligations or interests under this Deed, without the prior written consent of the Department.
- 20.11 Counterparts:** This Deed may be signed in any number of counterparts which taken together will constitute one instrument.
- 20.12 Governing Law:** The laws of New South Wales govern this Deed and the parties submit to the non-exclusive jurisdiction of the courts in that State.

Execution Clauses

Executed as a Deed

Project: Tweed Estuary Strategic Erosion Stabilisation and Fish Habitat Rehabilitation

NSW Department of Planning, Industry & Environment

Signed, sealed and delivered for and on behalf of the Crown in right of the State of New South Wales acting through the **Department** by its authorised signatory but not so as to incur personal liability:

Signature of Authorised Signatory	Signature of Witness
Name of Authorised Signatory	Name of Witness
Position of Authorised Signatory	Address of Witness
Date	Date

You (Tweed Shire Council)

By entering into this Deed the signatory warrants that the signatory is duly authorised to execute this Deed on behalf of **Tweed Shire Council**.

Signed, sealed and delivered for and on behalf of **Tweed Shire Council** by its authorised signatory:

Signature of authorised signatory	Signature of Witness
Name of authorised signatory	Name of Witness
Position of authorised signatory	Address of Witness
Date	Date

Schedule A – Payment Schedule – Tweed Estuary Strategic Erosion Stabilisation and Fish Habitat Rehabilitation

Description of Activities	% of total funding	Instalment (excluding GST)	Your Minimum Inkind Contribution (excluding GST)	Activity Period
Milestone 1 – Execution of Funding Deed.	10%	\$18,000		Commencement Date (Date of co-signed Funding Deed)
Milestone 2 – Reference group formed, project promotion initiated, consultant brief finalised, procurement process complete.	40%	\$72,000		5 months after Commencement Date
Milestone 3 – Riverbank morphology, bathymetric studies complete, erosion sites and fish habitat documented, engineering designs completed and approved by reference group, approvals obtained.	40%	\$72,000		18 months after Commencement Date
Milestone 4 – Construction works, final site inspections and final report complete and submitted.	5%	\$9,000		21 months after Commencement Date
Total	100%	\$180,000	Total \$184,300	

Abbreviated Objectives of the Project

1. Identify priority sites for erosion stabilisation and fish habitat rehabilitation between Murwillumbah and Stotts Island
2. Develop detailed designs and accurate cost estimates for each site that will optimise fish habitat conservation and rehabilitation
3. Implement works at one or more priority sites utilising up to \$200,000 of project funding, to achieve a demonstration of relevant design and construction approaches

Invoicing Requirements (if required)

**Invoices must include project name, milestone reached, and be made out to (in full):
NSW Department of Primary Industries, 1243 Bruxner Highway Wollongbar NSW 2477.**

Annexure 1 – Project Plan – Activities