

AGREEMENT

The Fund Decision Making Committee and the Grantee AGREE as follows:

1. The Committee GRANTS to the Grantee the sum of \$..... (plus GST if applicable) which has been approved for the allocation from the Sanford 10 cents a Salmon Fund for the project, budget and objectives set out in the Schedule¹
2. The Grantee must carry out the project subject to the conditions in this Deed and its Schedules.
3. All payments that make up the Grant are subject to the availability of, or reductions in, the Sanford 10 cents a Salmon Fund

Best Endeavours

4. The Grantee must use its best endeavours to carry out and complete the Project in the manner and by the date, at the locations and within the costs specified in this Deed and its Schedules.

Use of Grant

5. The Grantee must only use the Grant for the purposes of, and within the scope of the Project.

Procurement

6. When buying goods or services for the Project the Grantee must use appropriate processes (including tenders) so that the costs incurred are reasonable and transparent.

Health and Safety

7. The Grantee must undertake the Project in a safe and reliable manner and ensure that safety hazards and risks are identified, assessed and managed,
8. Ensure that there is a Health and Safety Plan and carry out the Project in accordance with that Plan. and
9. Ensure that all employees, volunteers and people involved in the project are appropriately trained and competent to undertake specific tasks

Keep the Fund Decision Making Committee and Sanford informed

10. The Grantee must keep the Committee and Sanford informed in writing about:
 - (a) Progress and important issues in relation to the Project including immediately any issues that may affect the delivery of the Project or that may require a material change to the Project or that might give rise to liability or enforcement action under any laws or obligations

¹ Attach the Application form

- (b) Any enforcement action against the Grantee under any law, regulation, code or standard in any capacity, and
- (c) Material Health and Safety information in relation to the Project

Repayments of any over payments

- 11. The Grantee must promptly repay the Grant to the extent any overpayment occurs, or as required by the Committee in the event the Project is not completed in accordance with this Deed.

Accounting and records

- 12. The accounting and reporting requirements are set out in the Schedule 1 attached
- 13. The Committee may suspend or cancel this Deed, and/or require the repayment of allocated funds, if:
 - (a) The Grantee is in breach, or has failed to properly or promptly perform any of its obligations
 - (b) The Grantee has failed to meet its reporting within the expected timeframe and has not made contact regarding this for a period exceeding 3 months
 - (c) The Grantee is or becomes bankrupt or is in, or goes into receivership or liquidation
 - (d) Any direct or indirect change of ownership or control of the Grantee occurs. Or
 - (e) The Committee considers:
 - e (i) that anything in relation to the Project may bring Sanford or the Project into disrupt, or
 - e (ii) has become undesirable in light of the objectives of the Project or the Committee
- 14. The Grantee must keep proper accounts and records for auditing purposes as a random sample of projects may be audited periodically by the Committee

Access

- 15. The Grantee must allow the Committee free access at reasonable times to any information related to the Project for verification and other reasonable purposes.
- 16. The Committee must consult with the Grantee in advance and comply with all reasonable requests of the Grantee

Reporting

- 17. The Grantee must provide the Committee with a written report describing process against the Project before payments are made, or at the end of the Project or at any other specified time as set out in the Schedule 1

Use of Information

18. The Grantee must make information about the Project available without cost to Sanford for use in whatever way Sanford chooses, and appropriately acknowledge use of the Fund in all publicity arising from the Project by making specific reference to it

Liability etc

19. The Grantee must promptly make good and protect Sanford from any damage, loss or cost caused or contributed to by the Grantee in relation to the Project

20. The Grantee accepts that Sanford and the Committee will not be liable (including in negligence) to the Grantee for any direct or indirect damage, loss or cost in relation to the Project.

21. The Grantee does not have the authority to say or do anything for Sanford or the Committee

Transfer

22. The Grantee must not transfer or assign any right or obligation under this Deed without the written consent of the Committee.

Miscellaneous

23. The Grantee must ensure that it makes no public statement about the commence of the Deed or the Grant without the prior agreement of the Committee

IN WITNESS WHEREOF THIS DEED was executed on the day and year mentioned above

Signed by

10 cents a Salmon Fund Manager, for the Committee

Witness (signed)

Name (print)

Occupation

Address

Grantee Name:

Trustee's Name

Trustee's Signature

Trustee's Name

Trustee's Signature