



Project Management Agreement

TEMPLATE 020
VERSION 1-SA 1.3.2016

for community environmental groups

This agreement is made on the 15th of December 2011, between XYZ Community Group and Valley View Pastoral Co. This date is the commencement date of the project.

CONTRACT OVERVIEW:

Contract Number: NLP16-001
Date for termination of this Contract: 31 August 2011.
Name of Contractor: Valley View Pastoral Company
Contractor's ABN: Click here to enter text.
GST registered: Yes No
Mailing address: Click here to enter text.
Telephone number: Click here to enter text.
Email address: Click here to enter text.

PROJECT DETAILS:

Project title: Restoring Remnant Vegetation in the XX Catchment
Funding: \$12,700 (GST exc)
Lot and DP number: Click here to enter text.

CONTACT FOR THIS AGREEMENT:

XYZ Community Group's representative for this project: Sally Smith
Project Officer
54 Brown Street (PO Box 888), Town SA 5999
Email: sally@xyzcommunity.com.au
Phone: 08 xxxx xxxx
XYZ Community Group ABN: XX XXX XXX XXX

MANAGEMENT AGREEMENT

This Voluntary Management Agreement establishes conditions for the expenditure of **name of funding body** funds that have been delivered via the **name of peak body (if applicable)** to **XYZ Community Group** for on-ground works. The agreement is between the **insert name of funding recipient** and the grant administrators, **XYZ Community Group**.

This Voluntary Management Agreement is for a term of **12 months** from the date of project commencement.

GENERAL CONDITIONS

For on ground works to be covered by this agreement, the landholder agrees:

- To carry out the works at the above lot & title description, as per the project description in Attachment 1;
- To notify **XYZ Community Group** of any variation to the project as described in Attachment 1;
- That funding is based on the project being carried out as developed at the project workshop and approved by the Project Steering Committee (or other Panel) and any non-approved variation to the project design may affect the level of funding received;
- To conduct & maintain the works according to the Schedule of Activities as detailed in Attachment 2;
- The landholder agrees to abide by any relevant Commonwealth, State and local natural resource management and environment legislation on the project site;
- Not to damage, interfere with or demolish the works;
- To take all reasonable steps to ensure that agricultural and land management practices complementary to the works are carried out at all times e.g. vermin and weed control;
- To permit representatives from **name of funding body** and **XYZ Community Group** to access the site for inspection at all reasonable times;
- To obtain and cover costs of any licences or permits required to carry out the works;
- To indemnify **XYZ Community Group** against any liability arising out of the implementation of the project;
- To utilise the subsidy made available through the **Project Name** project as efficiently as possible; and
- To match the subsidy to at least equal value with own funds or in-kind support whilst conducting the works.

XYZ COMMUNITY GROUP'S OBLIGATIONS:

- Subject to performance of the terms of the Agreement by the Contractor, **XYZ Community Group** will provide timely payment as outlined in Schedule 2.
- Take into account seasonal conditions and other factors outside the Contractor's control which may restrict ability to meet agreed project deadlines.
- Provide the Contractor with reporting templates, any project signage and assist with reporting obligations, where required.

PAYMENT:

- XYZ Community Group will pay the Contractor over the term of the contract, as specified in Schedule 2.
- Payment will be made subject to meeting the milestones specified in the Payment Schedule.
- Payment will be made upon receipt of a Tax Invoice, quoting the Contractor's ABN and Contract Number. All payments will be GST inclusive. In the event the Contractor is not registered for GST, payments will be GST exclusive.
- If the Contractor does not have an ABN, the contractor shall provide a completed 'Statement by a Supplier' available from the ATO.
- Final payment will only be processed upon receipt of a satisfactorily completed Final Report.

All invoices should be issued to:

XYZ Community Group
PO Box 888
Town, SA 5999

WORK HEALTH AND SAFETY

1. In accordance with the NSW Work Health and Safety Regulations 2011, the Contractor must retain insurance for the term of the Agreement and also ensure any sub contractors used during the project also hold these insurances.

PRIVACY

- XYZ Community Group will not share information relating to the project without the consent of the land owner.
- XYZ Community Group will provide necessary project data to the funding body, as per its contractual obligations. XYZ Community Group will take reasonably practical steps to consult with the Contractor before releasing this information to the funding body.

SCHEDULE 1: PROJECT BUDGET (GST EXC)

Activity	Contractor Contribution	XYZ Community Group Contribution	TOTAL
Fencing 6km of riparian fencing	\$6,000	\$8,000	\$14,000
Revegetation – 800 tubestock planted with stakes & guards	\$500	\$4500	\$5,000
Meeting of XXX community group	\$200	\$200	\$400
TOTALS	\$6,700	\$12,700	\$19,400

SCHEDULE 2: PAYMENT SCHEDULE (GST EXC)

Payment	Activity	Completion Date	Payment
1	Signing of contract by both parties	12.1.2015	\$7,000

2	Works commence	1.3.2015	NIL
3	Progress report: <ul style="list-style-type: none"> Fenceline 50% complete Site prepared for native seedlings 	30.6.2015	\$4,000
4	Project completion. Final report lodged.	31.8.2015	\$1,700
		TOTAL	\$12,700

DECLARATION:

In order to validate this agreement, please sign this declaration, initial each page and return the copy to XYZ Community Group by 22nd January 2016. to the address on page 1.

Landholders undertaking:

I/we.....landholder(s)

Of

I have read this management agreement and agree to perform the works and activities outlined in this agreement according to Attachment 1 & 2 within the proposed time frame.

Signed.....Date.....

Grant administrators undertaking:

I....., authorised representative of XYZ Community Group agree to the above conditions for the reimbursement of funds on completion of the activities and works within the agreed time frame.

Signed.....Date.....

XYZ Community Group neither acquires nor retains any rights to the land, nor any timber or other products derived from the land, nor any materials purchased with the funds.

DISCLAIMER: The information contained in this publication is based on knowledge and understanding at the time of March 2016. However, because of advances in knowledge, users are reminded of the need to ensure that information upon which they rely is up to date and to check currency of the information with the appropriate officer of LASA or the user’s independent advisor.

Landcare in a Box: an initiative of the National Landcare Network resourced by Landcare NSW and funded originally by NSW DPI.



ATTACHMENT 1: SITE 1

Landholder Agreement Number:	
Name:	Property:
Site 1: Project Description: <ul style="list-style-type: none">•••	

SITE 2

Landholder Agreement Number:	
Name:	Property:
Site 2: Project Description: <ul style="list-style-type: none">•••	

ATTACHMENT 2: SCHEDULE OF ACTIVITIES

The activities below form part of the agreement between the landholder and XYZ Community Group. The activities required of each party are described. Once the agreement is signed both parties are bound by the mutually agreed completion dates for each activity. If the activities are not completed by the agreed date to the satisfaction of the grant administrators, the grant administrators reserves the right to forfeit any reimbursement to the recipient.

ACTIVITY	RESPONSIBILITY	TIMEFRAME
For all projects: Check applicability of all below to your project		
Provide technical advice to landholder	XYZ Community Group	<insert month & year>
Assess proposals for on-ground works and notify applicant of result.	Technical Assessment Panel	<insert month & year>
Return signed Project Management Agreement to XYZ Community Group	Landholder	<insert month & year>
Notify XYZ Community Group of any difficulty arising or need for variation	Landholder	As soon as issue arises
Erect permanent stock proof fencing (including gate/s) to completely enclose site/s and maintain in stock proof condition	Landholder/ contractor	<insert month & year>
Complete on ground works	Landholder/ contractor	<ENSURE definitive end date - insert month & year>
Control of vermin undertaken	Landholder	On going
Stock to be excluded from all project sites except for strategic crash grazing	Landholder	On going
Control / suppress noxious and environmental weeds	Landholder	On going
Notify XYZ Community Group of completion of works by submission of Completion Form (signed by 3 rd party)	Landholder	<insert month & year>
Possible inspection of completed works (project may be subject to random audit inspection of completed works)	XYZ Community Group	after completion of all work
Reimburse the landholder of the amount agreed to in the Management Agreement on completion of works to the standard agreed upon in the Project Design.	XYZ Community Group	within 4 weeks of receiving signed Declaration of Completed Works.
On-going maintenance of the project area as outlined in maintenance guidelines	Landholder	On going

For revegetation projects:		
Seed / seedling orders (e.g. hikos) placed with a native nursery	Landholder	<insert month & year>
Prepare soil for seedling / seed establishment	Landholder	<insert month & year>
Complete weed and pasture control within areas to be revegetated	Landholder	Before planting
Plant or contract plant / sow at nominated sites	Landholder	<insert month & year>
Post planting care, including weed control and watering as required for first 2 growing seasons	Landholder	<insert period that covers 2 growing seasons>
For riparian / alternative water projects:		
Erect stock proof fence prior to claiming any funding for alternative watering system	Landholder	<insert month & year>