

TENNIS NSW – FACILITY ENHANCEMENT FUND - FUNDING AGREEMENT

[insert name]

[insert title]

[insert organisation]

[insert ABN]

[insert address]

Dear [insert]

Funding Agreement – Facility Enhancement Fund – Tennis New South Wales Ltd (“Tennis NSW” or “Us” or “We”) and [Name] (“You” or “Your” or “Recipient”)

Congratulations! We are delighted to support you as part of the Facility Enhancement Fund (FEF), for the following:

Funding Amount: \$[insert] (ex GST)
Payment Milestones: 90% of the Funding Amount on execution of this Funding Agreement
 10% of the Funding Amount on submission of an acceptable Notification of Project Completion
Project: [Name] as set out in your application submitted to us (**Application**)
Application Ref: [2025-001]
Project Timeline: 6 October 2025 to 6 April 2027 [**note: within 18 months of execution of Funding Agreement**]
Additional Conditions: [insert or delete if none]

To receive the Funding Amount, you must submit a valid tax invoice/s to Tennis NSW. You agree that the following conditions apply to the Funding:

1. Term

- 1.1. The term commences on the execution of this Funding Agreement and expires at the end of the Project Timeline unless terminated earlier in accordance with this agreement (“**Term**”).

2. Funding

- 2.1. In consideration for complying with these terms, we will provide you the Funding Amount in accordance with the Payment Milestones, to deliver the Project during the Project Timelines (“**Funding**”).
- 2.2. You must provide us with accurate and verified bank account details into which the Funding Amount will be paid.

- 2.3. The Funding represents our entire contribution to the Project. We are not responsible for the provision of additional money to meet any expenditure in excess of the Funding and are not responsible for any other contributions.
- 2.4. Funding is exclusive of GST. A valid tax invoice should be provided which lists the Funding Amount (exclusive of GST) and where you are registered for GST, GST is to be added to the Funding Amount. Where you are not registered for GST (confirmed as part of their Application for Funding), GST should not be added to the Funding Amount. For the avoidance of any doubt, where you are not registered for GST, you will be responsible for payment of all GST on expenses incurred as part of the Project.
- 2.5. You must repay to us, if we reasonably request in writing:
 - (a) Any part of the Funding Amount that is not required by you to carry out the Project;
 - (b) Any part of the Funding Amount that has not been expended in accordance with this Agreement by the end of the Term;
 - (c) Any amounts due and payable as a consequence of the termination of this Agreement in accordance with clause 10; and
 - (d) The entire Funding Amount, if you cease to maintain your affiliation with us before you commence the Project or for a period of at least 3 years following the completion of the Project.

3. Project

- 3.1. You must use the Funding Amount solely for the delivery of the Project.
- 3.2. You must carry out and complete the Project:
 - (a) in accordance with this Agreement;
 - (b) in accordance with your Application;
 - (c) diligently, effectively and to a high professional standard;
 - (d) using properly qualified and suitably trained personnel; and
 - (e) in compliance with all applicable laws and regulations.
- 3.3. You must notify us as soon as possible if:
 - (a) there are any material changes to the Project, which may impact the delivery of the Project or achieving the outcomes of the Project as described in your Application; and
 - (b) If, at any time, the Project is no longer able to be achieved.

4. Project meetings and reporting

- 4.1. During the Term, we may seek an update from you for the purpose of financial reporting, collaboration and information sharing. You agree to reasonably provide those updates.
- 4.2. We may from time-to-time review, monitor or audit any matter or thing related to the Project or the performance by you of your obligations under this Agreement. You must in connection with any such review, monitoring or audit by us comply with any reasonable directions of us.
- 4.3. Upon completion of the Project, you must provide to us a final report and financial acquittal, including data collection outlined in Attachment 1 of this Agreement.

5. Acknowledgement and use of trademarks

- 5.1. If we request, you must provide public acknowledgement of Tennis NSW's support of the Project and the Funding through the FEF. We provide you a non-exclusive, revocable, non-transferable, royalty-free licence to use our logo for this purpose.
- 5.2. If we request, you agree:
 - (a) to provide reasonable assistance with promotional or marketing campaigns being run by us in relation to the Project. This may include a request that you provide photos, quotes and other materials for marketing or promotional campaigns ("**Marketing Materials**");
 - (b) that we may use these Marketing Materials for any marketing or promotional campaigns without any payment being made to you. If required, we will work together to obtain all necessary consents from third parties to enable us to use the Marketing Materials;
 - (c) to include us in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Project, with an acknowledgement that the Project is assisted by Funding from us. The acknowledgement must be in a form and substance approved in writing by us; and
 - (d) to invite us to any key milestones on the Project (including groundbreaking, Project completion or opening of the facility).

6. Intellectual property

- 6.1. For the avoidance of doubt, ownership of all rights, including intellectual property rights, in any:
 - (a) background information of a party, remains vested in that party;
 - (b) information that you provide to us for the purposes of this Agreement, is provided to us with a non-revocable, perpetual, royalty-free licence to use for any purpose.

7. Confidential information

- 7.1. The parties must take reasonable steps to ensure that they, their employees, advisers and agents do not use or disclose any part of this Agreement, any information in respect of this agreement or any confidential information of the other party (including the terms of this agreement) except to the extent that:
 - (c) it is required to do so by law;
 - (d) the other party has consented in writing to such disclosure or use; or
 - (e) a party's disclosure is to that party's professional advisers.

8. Indemnity and limitation of liability

- 8.1. This clause 8 only applies to the extent permitted by law, and does not expressly exclude our direct negligent acts or omissions.
- 8.2. We are not liable for any loss, damage or personal injury or death suffered or sustained in connection with, or because of this Agreement, the Funding or the Project.
- 8.3. You release and indemnify us against any loss, liability, personal injury or death howsoever arising from or in connection with this Agreement, the Project or the Funding.

9. Insurance

- 9.1. We will not provide any insurance coverage for this Project. We ask that you maintain adequate insurance for the Project at your own expense. This includes public liability insurance and insurance of any works and

construction activities. You must also ensure that any other parties (e.g. contractors, project manager, delivery partners) related to the delivery of the Project maintain adequate insurance for the Project.

10. Termination

- 10.1. If either party fails to comply with any of their responsibilities under this agreement within fourteen (14) days after written notification of the non-compliance by the non-defaulting party, the non-defaulting party may terminate this agreement by written notice to the defaulting party.

11. Dispute resolution

- 11.1. If there is any dispute under or in connection with this Agreement (**Dispute**), a party must first give a notice of dispute in writing to the other party to commence the dispute resolution process (**Dispute Notice**). If a Dispute Notice has been given, the parties will endeavour to first settle the Dispute by discussions between them.
- 11.2. If the Dispute is not resolved within 14 days (or such other period as agreed in writing by the parties) after the Dispute Notice has been given by one party to the other, the parties may refer the Dispute to mediation to be administered by the Australian Dispute Centre ("**ADC**"). The mediation costs charged by ADC will be shared equally by the parties.

12. No conflict

- 12.1. You warrant that, in relation to this Agreement and the Funding:
- (a) no conflict of interest exists or is anticipated relevant to the delivery of this Project or the performance of your obligations under this Agreement.
 - (b) you are not a party to any appointment, engagement, position or work which gives rise to a conflict of interest.
 - (c) you must not accept or undertake any appointment, engagement, position or work which would give rise to, or potentially give rise to, a conflict of interest with us.
- 12.2. If a conflict of interest arises during the Term, you must notify us immediately. Upon notification, we may terminate this Agreement immediately by giving you notice.

13. General

- 13.1. Nothing contained in this Agreement nor anything done by You or Us, shall create a joint venture, partnership, employment or agency relationship between You and Us.
- 13.2. Any term in this Agreement that is either wholly or partly unenforceable will be severed to the extent necessary to make the remaining terms of this agreement enforceable.
- 13.3. This agreement constitutes the entire agreement between the parties about its subject matter and supersedes all prior representations, Agreements, statements and understandings, whether verbal or in writing.
- 13.4. Any partial exercise, failure to exercise, or delay in exercising a power, right or remedy provided under this agreement, or by law, does not operate as a waiver, or prevent or restrict any further or later exercise of that power, right, or remedy.

- 13.5. The parties may execute this agreement in counterparts, all of which together constitute one instrument. A true and correct PDF signed copy of this agreement may be used in place of originals for any purpose.
- 13.6. This Agreement may not be varied, except in writing signed by both parties.
- 13.7. This Agreement is governed by the laws of the State of NSW and the parties submit to the exclusive jurisdiction of the NSW courts.

If the above terms are acceptable, please sign the enclosed copy of this letter and return it to us as soon as possible.

Yours sincerely

Agreed for and on behalf of the **Recipient** by its authorised representatives:

.....
Signed by authorised representative (1)

.....
Signed by authorised representative (2)

.....
Name and Title

.....
Name and Title

.....
Date

.....
Date

Attachment 1 – Notice of Project Completion

- Completed forms to be emailed to nswfef@tennis.com.au

PROJECT DETAILS	
Project Title	
Project Start Date	Project End Date
Funding Amount:	Date Approved:
Brief project description (from Application):	
What did you do? (the specific activities that took place; where and when; who participated and who benefitted and how many people did the program reach/influence?)	
What changes were made to the project – if any? (only in case where changes were made subsequent to your Application – reasons for them and how they affected the project. Tennis NSW at its sole discretion must approve any changes to the Project or risk Funding received)	
Please provide before and after photos	
What were the actual outcomes? (The key achievements of the project based on the original expected outcomes as per your Application. How were the objectives met including increase the number of people who participate, improve the quality of the participation environment which will support improved participation numbers, experience and other outcomes that benefit tennis, increase the type of tennis activities that can be delivered, enhance venue sustainability, address barriers to participation)	
Describe any monitoring and evaluation results/outcomes (How did you monitor and measure the progress and the achievements, what lessons have been learnt?)	

What are the key lessons from delivering this project?

(For example: improvement areas, reasons for success or challenges, and ideas about applying the learnings to future projects)

Please provide any other relevant information about the project and its achievements

(For example: any additional key benefits of the project, information about partnerships formed or strengthened, any media coverage details, etc.)

Statement of project income and expenditure

Complete the table below for total project income and expenses (all amounts should be exclusive of GST).
Please provide tax invoices for expenditure representing more than 10% of the total project expenditure.

INCOME	
Funding Amount received	
Other funding sources and amounts	
-	\$
-	\$
-	\$
	\$
TOTAL INCOME	\$
EXPENDITURE	
	\$
	\$
	\$
	\$
TOTAL EXPENDITURE	\$
BALANCE REMAINING (if any)	\$
Is the Funding Recipient Registered for GST? Yes / No	
If not registered for GST, the amount expended on GST in the project (not included above):	\$

The space below is allocated to enable you to include any additional key project information you would like to share. We encourage you to provide copies of project evaluation reports (if any), photographs and to share quotes and stories from project beneficiaries.

The provision of such information will be taken as permission to publish it.

OTHER