



Funding Agreement

Tech Central Scaleup Accommodation Rebate

Parties

The Crown in the right of the State of New South Wales, acting through Investment NSW

and

<Recipient Name>

as detailed in the Activity Schedule.

Background

The Agency has agreed to provide the Recipient with the Funding for the purpose of carrying out the Activity and furthering the Objectives.

The Recipient has agreed to accept and use the Funding to carry out the Activity in accordance with this Agreement.

Scope of Agreement

This Agreement is made up of the parts stated in the General Terms and Conditions.

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Activity Schedule

Item 1	Agency
Name:	Investment NSW
ABN:	78 520 401 237
Address for notices:	Level 11, 11 York Street, Sydney
Email address for notices:	programs@investment.nsw.gov.au
Agency contact:	Name: <insert>
	Position <insert>
	Telephone +61 2 4908 4800
	Email programs@investment.nsw.gov.au
Item 2	Recipient
Name:	<insert full legal Recipient name>
Legal entity status:	<input type="checkbox"/> Company incorporated in Australia (including incorporated by guarantee in Australia)
Trustee of a trust:	The Recipient [is] [is not] entering into this Agreement as a trustee of a trust.
Business Name:	<insert>
ABN:	<insert>
Address for notices:	<insert address for service of notices>
Email address for notices:	<Insert email address for service of notices, if required. The email address for notices should be accessible by more than one person.>
Recipient contact:	Name: <insert>
	Position <insert>
	Telephone <insert>
	Email <insert>
Item 3	Term
Clause 1.2	
Agreement Start Date:	The date of execution of this Agreement by the last party to execute.
Agreement End Date:	Twenty (20) Business Days after the end of the Financial Quarter following the expiry or termination of the Eligible Lease Period or the date that this Agreement is terminated in accordance with its terms.
Item 4	Activity Details
Clause 2	
Funding Program:	Tech Central Scaleup Accommodation Rebate.

Item 4 Clause 2	Activity Details
Activity:	The Recipient must: <ul style="list-style-type: none"> (a) ensure that it is a Scaleup Technology Business establishing in or expanding within the Target Area; and (b) perform the obligations in sections 3 and 4 of Schedule 1.
Activity Objectives:	The objective of this Activity is to support the NSW Government's vision for Tech Central to become a world class innovation and technology precinct by attracting technology scaleups into the area and more specifically, to: <ul style="list-style-type: none"> (a) accelerate the growth of scaleup technology businesses through access to space, skills and a connected community; (b) reduce financial barriers for scaleup technology businesses accessing space within the Target Area; (c) raise the profile of Tech Central in Sydney by attracting high-growth technology companies to the Target Area; (d) support local job creation in knowledge intensive and high-skilled roles; (e) increase the level of diversity and density of high-growth technology companies in the Target Area; and (f) increase collaboration between the NSW Government, emerging technology companies, innovation enablers and existing residents including universities, corporates and high-tech giants.
Activity Start Date:	Not used.
Activity Period:	The Term of this Agreement.
Activity Plan:	As set out in Schedule 1.
Activity Budget:	Not used.
Activity Risk Assessment:	Not applicable.
Approved Subcontractors:	Not applicable.
Specified Personnel and Specified Personnel Hours:	Not applicable.

Item 5 Clauses 3 and 4	Funding and payment
Funding (comprising both the Rental Rebate and Fitout Rebate):	The maximum total amount of the Funding is the aggregate of the Rental Rebate and the Fitout Rebate (GST excl.).
Rental Rebate:	(a) For each of the first two years of the Eligible Lease Period the lower of: (i) 40% of Eligible Rental Expenses; and (ii) [Option 1: \$600,000] [Option 2: insert a maximum number below \$600,000

Item 5
Clauses 3 and 4

Funding and payment

- based on 40% of the known rent under the Eligible Lease Agreement] (GST excl.).
- (b) For the third year of the Eligible Lease Period the lower: of: (i) 40% of Eligible Rental Expenses; and (ii) [Option 1: \$300,000] [Option 2: insert a maximum number below \$300,000 based on 40% of the known rent under the Eligible Lease Agreement] (GST excl.).
- Fitout Rebate: The lower of: (a) 30% of Eligible Fitout Costs; and (b) (i) [Option 1: \$440,000] [Option 2: insert a maximum number below \$440,000 based on a maximum of \$220 per square metres] (GST excl.) or (ii) if lower \$220 per square metre of the relevant premises under the Eligible Lease Agreement.
- Payment: Recipient Created Tax Invoices will not be issued by the Agency in respect of the Funding.
- Nominated Account: Subject to this Agreement, the Funding will be paid by direct transfer to the Recipient's Nominated Account in accordance with the Payment Plan set out in Schedule 1.
- Account name: <insert>
- Account number: <insert>
- Financial institution <insert>
(Account in with
Australian financial
institutions only):
- Contribution: Yes No

Item 6
Clause 2

Notified Policies and Standards

- Tech Central Scaleup Accommodation Rebate Program Guidelines, current at the date of the Recipient's application (**Guidelines**).
- The New South Wales Industrial Relations Guidelines: Building and Construction Procurement (as amended or replaced from time to time).
- The NSW Government Supplier Code of Conduct (as amended or replaced from time to time).
- The *Work Health and Safety Act 2011* (NSW) (including appointing a 'principal contractor' for any fitout works that are undertaken).
- The Funding Acknowledgement Guidelines for Recipients of NSW Government Rebates (as amended for replaced from time to time).

Item 7 Reports
Clause 8

Report Name	Required content	Reporting Period and date for submission	Form and method of delivery	Special requirements
Progress report	Report on progress of the Activity to date with reference to the Objectives and including progress against Milestones	Every quarter, to be submitted within 20 Business Days of expiry of the relevant reporting period.	Report to be submitted via the SmartyGrants platform/by email to programs@investme nt.nsw.gov.au	Report to be signed by Recipient's Managing Director/Chief Executive Officer or equivalent
Annual statutory declaration concerning employees		Within 20 Business Days of: a) the end of each Financial Year during the Term; and b) expiry or termination of this Agreement	Statutory declaration in the form at Attachment 2 Completed statutory declaration to be submitted via the SmartyGrants platform/by email to programs@investme nt.nsw.gov.au	Statutory declaration to be made by Organisation's Chief Financial Officer or equivalent.
Completion report	Full report on the conduct of the Activity during the Activity Period including: - A summary of the progress achieved, measured against the Milestones, including achievements and any difficulties encountered - A summary of any steps taken to promote the Activity - Any additional information which may be reasonably required by the Agency	Within 20 Business Days of expiry or termination of this Agreement	Report to be submitted via the SmartyGrants platform/by email to programs@investme nt.nsw.gov.au	Report to be signed by Recipient's Managing Director/Chief Executive Officer or equivalent.

Item 8 IP
Clause 10

IP ownership Not used.

Acknowledgement of creators Not used.

Item 9 Funding Acknowledgement
Clause 7

The Recipient must acknowledge the Funding in accordance with the Funding Acknowledgement Guidelines for Recipients of NSW Government Rebates available at nsw.gov.au/branding/sponsorship-and-funding-acknowledgement-guidelines.

Item 10 Insurance
Clause 12.3

Type of Insurance	Insured Amount (\$AUD)	Additional period after Agreement termination or expiry
Broad form public liability	\$10 million	N/A

Item 11 Additional conditions
Clause 1.1

AC1 All the provisions of Schedule 1.

Item 12	Attachments
Clause 1.1	
Attachment 1	Declaration Form for Rental Rebate and Fitout Rebate claim
Attachment 2	Statutory Declaration as to employees
Attachment 3	Eligible Lease Agreement

Execution

Executed as an agreement:

Executed for and on behalf of the Crown in the right of the State of New South Wales, acting through Investment NSW by its duly authorised officer, <insert authorised officer name and position>, but not so as to incur personal liability.

Signature

In the presence of:

Name of witness

Signature of witness

Date:

[Alternatives 1A and 1B - where Recipient is a corporation]

Executed by <Recipient name and ABN> in accordance with section 127 of the *Corporations Act 2001* (Cth).

By: <insert name and position of director 1>.

Signature

And by <insert name and position of director 2 or company secretary>.

Signature

Date:

Executed by <Recipient name and ABN> in accordance with section 127 of the *Corporations Act 2001* (Cth).

By: <insert name and position of sole director/secretary> who states that s/he is the sole director and sole secretary of <Company name>.

Signature

Date:

General Terms and Conditions

1. Scope of this Agreement

1.1 Parts of this Agreement and priority

- (a) This Agreement consists of the following parts (in order of precedence):
 - (i) These General Terms and Conditions;
 - (ii) The Activity Schedule;
 - (iii) The Attachments (if any); and
 - (iv) Any other documents incorporated by reference.
- (b) If there is any inconsistency between these parts, unless expressly stated otherwise it will be resolved by applying the above order of precedence, with (i) taking highest priority.

1.2 Term

This Agreement will be for the Term unless earlier terminated in accordance with its terms.

2. The Activity

The Recipient must, in accordance with this Agreement:

- (a) if required, provide the Agency with a completed Activity Risk Assessment before the Activity Start Date;
- (b) carry out the Activity:
 - (i) within the Activity Period, so as to promote the Objectives;
 - (ii) in accordance with the Activity Plan;
 - (iii) using any Specified Personnel for the Specified Personnel Hours (if any);
 - (iv) diligently, to a professional standard and ensuring that any personnel who are engaged in the Activity are appropriately qualified, trained and experienced and hold any required clearances; and
 - (v) in compliance with all applicable laws, Funding Program conditions and any Notified Policies and Standards; and
- (c) hold (or procure, as relevant) all necessary licences, consents and approvals that may be required to conduct the Activity.

3. Funding and payment

- (a) The Recipient is only entitled to receive payment of the Funding if it satisfies the Eligibility Criteria and has successfully met the Milestones required for the Instalment.
- (b) The Recipient must use the Rental Rebate solely for the payment of the Eligible Rental Expenses in accordance with the Activity Plan and use the Fitout Rebate solely for the payment of Eligible Fitout Costs in accordance with the Activity Plan.
- (c) Subject to this Agreement, if the Recipient meets its obligations under this Agreement to the Agency's reasonable satisfaction and it is otherwise entitled to receive payment of the Funding pursuant to the terms of this Agreement, the

Agency will pay the Funding to the Recipient in accordance with the Activity Schedule.

- (d) Unless otherwise agreed, payment will be by direct transfer to the Recipient's Nominated Account.
- (e) Payment of any amount of the Funding is not an admission by the Agency that the Recipient has met its obligations under this Agreement to the Agency's reasonable satisfaction.
- (f) Any interest earned on the Funding must be spent on the Activity unless otherwise approved.
- (g) The Recipient must immediately deposit and keep all Funding in its Nominated Account, which must be an account, with an Australian branch of an established bank, building society or credit union, which is solely controlled by the Recipient and allows for the Funding to be separately identified.

4. GST

- (a) If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement and the supplier is registered for GST, subject to receipt of a Correctly Rendered Tax Invoice the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- (b) The Recipient must immediately notify the Agency if its GST registration status changes during the Term.
- (c) If, for any reason, the Agency pays to the Recipient an amount under this clause (GST) which is more than the GST imposed on a particular supply by the Recipient to the Agency, the Recipient must immediately repay to the Agency the excess or the Agency may set off the excess against any other amounts due to the Recipient.

5. Withholding payment and repayment

- (a) The Agency may, by notice, withhold payment of any amount of the Funding if and for so long as it reasonably believes that:
 - (i) the Recipient has not complied with or does not comply with this Agreement, or is otherwise not entitled to receive the Funding;
 - (ii) the Recipient is unlikely to conduct the Activity or administer the Funding in accordance with this Agreement; or
 - (iii) the Recipient's actions will cause damage to the reputation of the Agency or its Funding Program.
- (b) If the Recipient is not entitled to receive any amount of the Funding paid or if any amount of the Funding:
 - (i) has been incorrectly claimed or overpaid;
 - (ii) has not been spent in accordance with this Agreement;
 - (iii) is surplus to the requirements of the Activity; or
 - (iv) is unspent upon termination or expiry of this Agreement,then the Agency may, by notice:
 - (v) require the Recipient, within no less than twenty (20) Business Days, to repay that amount to, or to otherwise deal with that amount as directed by, the Agency; or

- (vi) deduct that amount from any future payments of Funding, or other funding, payable by the Agency to the Recipient.
- (c) In addition, if the Recipient does not provide all the information requested by the Agency during a review as described in clause 8.2 or the Recipient has provided or provides false or misleading information to the Agency in connection with its application for the Funding Program or otherwise under or in connection with this Agreement, then the Agency may, by notice:
 - (i) require the Recipient, within no less than twenty (20) Business Days, to repay any Funding; or
 - (ii) deduct an amount from any future payments of Funding, or other funding, payable by the Agency to the Recipient.
- (d) If the Recipient does not make any required repayment of Funding under this Agreement by the due date for payment the Agency may recover the amount as a debt due to the Agency without the need for further proof.

6. Reduction in Funding

- (a) Without limiting other rights under this Agreement, the Agency may reduce the Funding agreed but not yet paid to the Recipient under this Agreement by giving at least twenty (20) Business Days' notice to the Recipient:
 - (i) **(Loss of Funding)** if the Agency does not receive sufficient funds from the NSW Parliament or the Commonwealth Government to provide the Funding for the Activity; or
 - (ii) **(Change of policy)** if there is a change in NSW Government policy which affects the Funding Program or the Activity.
- (b) If the Funding is reduced under this clause the Agency will:
 - (i) agree with the Recipient any necessary consequent variation to this Agreement, for example, by way of reduction in scope of the Activity; and
 - (ii) pay the Recipient's reasonable, substantiated costs (other than loss of profit or income) necessarily and directly incurred as a result of the reduction in the Funding and any consequent variation to the Agreement ("Reduction in Funding Costs"), provided that:
 - A. the Recipient uses its best efforts to minimise its Reduction in Funding Costs; and
 - B. the total amount of Reduction in Funding Costs payable will not exceed the total amount of unpaid Funding forfeited through reduction in the Funding under this clause 6 (Reduction in Funding).

7. Acknowledgement of Funding and publicity

- (a) The Recipient must:
 - (i) ensure that all public statements relating to the Activity or the Funding acknowledge the provision of the Funding by the Agency;
 - (ii) comply with any Agency requirements in respect of the form and content of any acknowledgement of Funding, as specified in the Activity Schedule; and
 - (iii) not use Agency or NSW Government branding or logos except with the Agency's prior consent and in accordance with the NSW Government's Brand Guidelines, currently published at

nsw.gov.au/branding/sponsorship-and-funding-acknowledgement-guidelines.

- (b) If requested, the Recipient must use best efforts to ensure the Agency and its Minister are given a reasonable opportunity to participate in media coverage or other promotion of the Activity.
- (c) The Agency may publicise and report on the provision of the Funding to the Recipient, including the amount and purpose of the Funding and the nature and outcomes of the Activity.
- (d) If requested, the Recipient must promptly remove its acknowledgement of the Funding and any Agency or NSW Government logo from any material relating to the Activity if the Agency reasonably requests it (for example, if the Agency determines that the Activity is not consistent with the Activity Objectives).

8. Reports and review

8.1 Reports

- (a) The Recipient must provide:
 - (i) the required Reports in relation to its conduct of the Activity, as and when required by this Agreement; and
 - (ii) any additional reports or information that may be reasonably requested by the Agency from time to time, for example to address specific issues of concern, as and when requested.
- (b) If the Agency does not accept a Report as satisfactory, the Recipient must submit a revised Report within ten (10) Business Days of the Agency's request.

8.2 Review

- (a) The Agency will regularly review (either directly or through a third-party contractor acting as the Agency's authorised representative) the Recipient's implementation of and compliance with this Agreement, including:
 - (i) its conduct of the Activity against the Activity Objectives; and
 - (ii) its entitlement to and expenditure of the Funding against the Activity Plan including as to whether the rent or fitout costs satisfy the requirements associated with current market rent or fitout cost.
- (b) To facilitate the Agency's review the Recipient must, on reasonable notice:
 - (i) make appropriate personnel available to meet with, and/or discuss, the implementation of this Agreement with the Agency or its authorised representative;
 - (ii) make available to the Agency or its authorised representative, for inspection and the making of copies as appropriate, all relevant Records reasonably requested and assist the Agency in that inspection and the obtaining of any requested copies; and
 - (iii) allow the Agency or its authorised representative reasonable access to any site of the Activity to inspect the conduct of the Activity.

9. Records

The Recipient must:

- (a) keep and maintain adequate financial and operational Records in respect of its implementation of this Agreement, including Records of:
 - (i) its conduct of the Activity; and
 - (ii) its receipt and expenditure of the Funding,

during the Term and for seven (7) years following termination or expiry of this Agreement; and

- (b) provide copies of these Records to the Agency upon request.

10. IP

- (a) Subject to clause 10(b), unless otherwise stated in the Activity Schedule, the Recipient owns the IP in the Activity Material.
- (b) This Agreement does not affect ownership of IP in Existing Material.
- (c) The Recipient grants (and will ensure any relevant third-party IP owners grant) the Agency and the State a permanent, non-exclusive, irrevocable, royalty-free licence (including the right to sub-license) to use, reproduce, communicate, publish, adapt and modify the Activity Material for non-commercial, government purposes.
- (d) The Recipient must obtain, and, if requested, provide to the Agency in conjunction with the required final report or acquittal, signed Moral Rights consents from all creators of the Activity Material:
 - (i) if specified in the Activity Schedule that authorship will be acknowledged, to their use and adaptation by the Agency and the State without restriction, subject to acknowledgment of the authorship of the creator; or
 - (ii) otherwise, to their use and adaptation by the Agency and the State without restriction or any requirement to attribute authorship to the creators.
- (e) If requested by the Agency, the Recipient must provide the Agency with a copy of any Activity Material in the format reasonably requested.
- (f) The Recipient warrants that the use of Activity Material in accordance with this Agreement will not infringe any third party's IP rights.

11. Confidentiality and privacy

- (a) Neither Party may disclose the other's Confidential Information without its prior consent unless the disclosure:
 - (i) is required or authorised by law, Parliament, the Agency's responsible Minister or by this Agreement;
 - (ii) is reasonably required by a person, including a contracted auditor of the Agency, for the purpose of performing this Agreement;
 - (iii) is required for the Agency to perform a governmental function including research and analysis in respect of the Funding Program, monitoring performance of this Agreement, evaluation of the outcomes of this Agreement and/or the Funding Program and reporting on the Funding Program; or
 - (iv) is to that Party's own professional advisers for the purpose of obtaining advice, or to its insurer for the purpose of claim management.
- (b) Each Party will ensure that any third party to which it discloses Confidential Information under a permitted disclosure is made aware of the confidential nature of the information.

11.2 Compliance with Privacy Legislation

To the extent that it deals with Personal Information in conducting the Activity, the Recipient must:

- (a) comply, and ensure that its Personnel comply, with applicable Privacy Legislation;
- (b) not cause the Agency to breach any obligations imposed by the *Privacy and Personal Information Protection Act 1998* (NSW); and
- (c) immediately notify the Agency if it becomes aware of an actual or potential breach of privacy.

12. Risk Management

12.1 Recipient representations and warranties

The Recipient represents and warrants that, as the date of its execution of this Agreement:

- (a) **(information)** all information provided by it to the Agency is true and correct;
- (b) **(authority)** it has full power and authority to enter into this Agreement and to perform its obligations;
- (c) **(validity)** the execution, delivery and performance of the Agreement by it has been validly authorised;
- (d) **(skills, expertise)** it has the expertise, skills, qualifications and resources required to perform its obligations under the Agreement;
- (e) **(no conflict of interest)** other than those (if any) disclosed in its Funding application, to the best of its knowledge, neither the Recipient nor its Personnel have any actual, perceived or potential conflicts of interest in relation to the Activity; and
- (f) **(no adverse proceedings)** it is not aware of any circumstances, including any financial circumstances or litigation or other proceedings that are taking place, pending or threatened, which might affect its ability to perform the Agreement.

12.2 Notice of adverse events

- (a) The Recipient must promptly notify the Agency as soon as it becomes aware of:
 - (i) any material change to any representation and warranty given under this Agreement;
 - (ii) any significant delay or suspension of the Activity, including if the Activity is inactive for more than forty (40) Business Days; or
 - (iii) any other matter that is reasonably likely to adversely affect its conduct of the Activity or its performance of this Agreement,and, in consultation with the Agency, take available steps to lessen the impact of any such adverse event.

12.3 Insurance

- (a) The Recipient must procure and maintain, with a reputable insurance company, each of the following policies:
 - (i) broad form public liability insurance (incorporating products liability insurance) for the minimum amount specified in the Activity Schedule in respect of each and every occurrence and unlimited in the number of such occurrences over any one period of cover, during the Term and for any additional period post termination or expiry specified in the Activity Schedule;
 - (ii) workers' compensation in accordance with applicable legislation in respect of all employees of the Recipient; and

- (iii) any other policy specified in the Activity Schedule.
- (b) The Recipient must, on request, produce evidence satisfactory to the Agency that its required insurance policies are current.

13. Disputes

- (a) The Parties must attempt to settle any dispute in relation to this Agreement in accordance with this clause 13 (Disputes) before resorting to court proceedings or other dispute resolution process.
- (b) A Party claiming that a dispute has arisen, must give written notice of the dispute to the other Party. On receipt of this notice the Parties must within ten (10) Business Days of receipt seek to resolve the dispute.
- (c) If the dispute is not resolved within this ten (10) Business Day period or within such further period as the Parties agree in writing then the dispute is to be referred to the Australian Commercial Dispute Centre ("ACDC") for mediation.
- (d) The mediation shall be conducted in accordance with the ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
- (e) If the dispute is not settled within twenty (20) Business Days (or such other period as agreed in writing) after appointment of the mediator, or if no mediator is appointed within twenty (20) Business Days of the referral of the dispute to mediation, the Parties may pursue any other procedure available at law for the resolution of the dispute.
- (f) If the Agency requests it, the Recipient must continue performing this Agreement while a dispute is being dealt with in accordance with this clause 13 (Disputes), to the extent practicable to do so.
- (g) Nothing in this clause 13 (Disputes) will prevent either Party from seeking urgent interlocutory relief.

14. Termination

14.1 Termination by Agency for cause

Without limiting other rights under this Agreement or at law, the Agency may terminate this Agreement with immediate effect by giving notice to the Recipient, if:

- (a) **(Breach capable of remedy)** the Recipient breaches a provision of this Agreement and fails to remedy the breach within twenty (20) Business Days following receipt of a notice requiring the Recipient to do so (or such longer period as determined by the Agency);
- (b) **(Breach not capable of remedy)** the Recipient breaches a provision of this Agreement and, in the Agency's reasonable opinion, the breach is incapable of remedy;
- (c) **(Inappropriate conduct)** in the Agency's reasonable opinion, the Recipient's actions will cause damage to the reputation of the Agency or its Funding Program;
- (d) **(Change in Control)** there is a Change in Control of the Recipient that, in the Agency's reasonable opinion, renders the Recipient no longer eligible to receive the Funding; or
- (e) **(Insolvency Event)** the Recipient is subject to an Insolvency Event.

14.2 Termination by Agency without cause

- (a) Without limiting other rights under this Agreement or at law, but subject to the terms of this clause 14.2 (Termination by Agency without cause) the Agency may terminate this Agreement without cause (and without the need to give reasons) by giving at least twenty (20) Business Days' notice to the Recipient.
- (b) If the Agency terminates this Agreement without cause under this clause 14.2 (Termination by Agency without cause) the Agency will pay the Recipient's reasonable, substantiated costs (other than loss of profit or income) necessarily and directly incurred as a result of the termination ("Early Termination Costs"), provided that:
 - (i) the Recipient uses its best efforts to minimise its Early Termination Costs; and
 - (ii) the total amount of Early Termination Costs payable will not exceed the total amount of unpaid Funding forfeited through termination under this clause 14.2 (Termination by Agency without cause).

14.3 On termination

Unless otherwise agreed, the Recipient must, within ten (10) Business Days of termination:

- (a) **(Return unspent Funding)** repay to the Agency, in accordance with its direction, any unspent Funding;
- (b) **(Provide Reports and other Material)** provide to the Agency:
 - (i) any Reports due to, or otherwise reasonably requested by, the Agency; and
 - (ii) any Activity Material which is owned by, or licensed to, the Agency under this Agreement, in a format, and with associated explanatory material, which permit the Agency to exercise its IP rights in respect of that Activity Material; and
- (c) **(Return Confidential Information)** return any Confidential Information provided by the Agency.

15. General

15.1 Relationship

- (a) The Recipient acknowledges that neither the Recipient nor any of its Personnel are employees, partners or agents of the Agency.
- (b) The Recipient must not, and must ensure that its Personnel do not, represent that the Recipient or a member of its Personnel is an employee, partner or agent of the Agency.

15.2 Variations, consents and waivers

All variations to this Agreement and all consents, approvals and waivers must be in writing and variations must be signed by both Parties.

15.3 Assignment

- (a) The Recipient must not assign its rights under all or any part of this Agreement without the prior written consent of the Agency.
- (b) Any consent given by the Agency in accordance with this clause 15.3 (Assignment) does not relieve the Recipient of its obligations under this Agreement.

15.4 Notices

- (a) A notice under this Agreement must be in writing and delivered to the address or email address of the recipient Party as specified in the Activity Schedule or as that Party otherwise directs. A notice under this Agreement will be taken to be delivered:
- (i) if by hand or by registered post, on delivery to the Party's address for service and a signature is received as evidence of delivery;
 - (ii) if by post (other than registered post), on the sixth (6th) Business Day after posting; or
 - (iii) if by email, upon receipt by the sender of confirmation of delivery notification from an email server or a written acknowledgement from the recipient.
- (b) Notwithstanding the immediately preceding subclause if a notice is delivered or received on a day that is not a Business Day, or is delivered or received later than 5.00 pm (Sydney, New South Wales time), it will be taken to have been given or made at 9.00 am on the next Business Day.

15.5 Counterparts

This Agreement may be executed in any number of counterparts which taken together will form one agreement.

15.6 Survival

The following clauses survive termination or expiry of this Agreement: clause 5 (Withholding payment and repayment); clause 8 (Reports and review), clause 9 (Records); clause 10 (IP); clause 11 (Confidentiality and Privacy); clause 12.3 (Insurance); clause 13 (Disputes); clause 14.2 (Termination by Agency without cause); clause 14.3 (On termination); this clause 15.6 (Survival); clause 15.7 (Governing law and jurisdiction) and any other clause which by its nature is intended to survive this Agreement.

15.7 Governing law and jurisdiction

The Agreement is subject to and must be construed in accordance with the laws for the time being in force in New South Wales and the Parties submit to the non-exclusive jurisdiction of courts of New South Wales.

15.8 Entire Agreement

This Agreement constitutes the entire Agreement and understanding between the Parties as to its subject matter. Any prior arrangements, representations or undertakings as to the subject matter of this Agreement are superseded.

15.9 Waiver and exercise of rights

Failure or omission by the Agency at any time to enforce or require strict or timely compliance with any provision of the Agreement will not in any way affect or impair that provision or the right of the Agency to avail itself of the remedies it may have in respect of any breach of a provision.

15.10 Severability

If any part of this Agreement is prohibited, void, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.

16. Interpretation

16.1 Definitions

In this Agreement, unless the context otherwise dictates, where appearing with a capital letter:

Activity Material means the Reports created or developed by the Recipient in conducting the Activity and/or performing this Agreement and includes any Existing Material that is incorporated in or supplied with the Activity Material.

Activity Period means the period identified as such in the Activity Schedule.

Agency means the entity identified as such in the Activity Schedule.

Agreement means this Agreement as described in clause 1.1.

Activity Schedule means the Activity Schedule forming part of this Agreement.

Attachment means an attachment to this Agreement.

Business Day means any day which is not a Saturday, Sunday or gazetted public holiday in the State of New South Wales.

Change in Control means any change during the Term in any person(s) who directly or indirectly exercise/s effective control over the Recipient (including the ability to determine the outcome of decisions about the financial and operating and other policies of the Recipient) by holding the majority of voting shares, units or other interests in the Recipient or by any other means, but does not include a change in respect of a local council if that change is due to an election.

Claim means all proceedings, applications, actions, claims, suits, demands, losses (including, except to the extent otherwise agreed in writing, costs, damages, expenses and liability, including consequential loss, indirect loss, loss of profit, loss of revenue, damages for loss of opportunity and legal costs), which may be brought against, made upon, or incurred by the Agency, the State or their Personnel.

Confidential Information means any written or oral information of a Party that:

- (a) is by its nature confidential;
- (b) is designated as confidential; or
- (c) the receiving Party knows or ought to know is confidential,

but does not include information which is or becomes public knowledge other than by breach of this Agreement.

Conflict of Interest means a situation where the exercise of a person's duty or decision-making is influenced, potentially influenced, or may appear to be influenced, by a secondary interest, including (but not limited to) a private or business interest.

Contribution means the contribution toward the costs of the Activity, as specified in the Activity Schedule.

Corporations Act means the *Corporations Act 2001* (Cth).

Correctly Rendered Tax Invoice means a tax invoice that:

- (a) complies with the requirements of the GST Law;
- (b) sets out details of the Activity undertaken for which the Funding or the relevant Instalment is claimed, applicable GST and the total amount payable; and
- (c) contains any other details and is accompanied by any other supporting information reasonably required by the Agency.

Existing Material means Material developed independently of this Agreement by either Party and includes Existing Material that is incorporated in or supplied as part of the Activity Material.

Funding Program means the funding program identified as such in the Activity Schedule.

GST has the meaning given to this term in the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), related legislation and any delegated legislation.

Insolvency Event means where:

- (a) the Recipient is an insolvent, under administration or insolvent (each as defined in the Corporations Act); or
- (b) the Recipient has had a controller appointed or are in liquidation, in provisional liquidation, under administration or wound up or have had a receiver appointed to any of the Recipient's property; or
- (c) the Recipient is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the parties to this Agreement); or
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with the Recipient, which is preparatory to or could result in any of paragraphs (a), (b) or (c) above; or
- (e) the Recipient is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (f) the Recipient is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act; or
- (g) the Recipient is otherwise unable to pay the Recipient's debts when they fall due; or
- (h) something having substantially similar effect to paragraphs (a) to (g) happens in connection with the Recipient under the law of any jurisdiction.

Instalment means an instalment of Funding in respect of the Rental Rebate or Fitout Rebate, as applicable.

IP means all industrial and intellectual property rights whether created now or in the future, whether recognised in Australia or overseas, whether or not they are registered or capable of being registered and includes (without limitation), the rights in patents, knowhow, copyright, designs, semi-conductor or circuit layout rights, trade marks, trade secrets, plant breeder's rights, business or company names or other proprietary rights.

Material includes all forms of works and subject matter in which IP may subsist, created or stored by any means, including (without limitation) documents, equipment, designs, templates, computer programs, software and applications, products, processes, devices, technologies, information and data.

Moral Rights means those rights recognised as belonging to the author or creator of Intellectual Property and includes, without limitation, those rights recognised under Part IX of the *Copyright Act 1968* (Cth), including the right of attribution, the right against false attribution and the right of integrity of creatorship.

Parties means the parties to this Agreement and **Party** means either one of them.

Party's Representative means, in relation to each Party, the person named as such in the Activity Schedule or such other person as the Party may, from time to time, nominate in writing.

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

Personnel means any person employed or engaged by a Party.

Privacy Legislation means the *Privacy and Personal Information Protection Act 1998* (NSW), *Health Records and Information Privacy Act 2002* (NSW) and the *Privacy Act 1988* (Cth) and includes any directions, regulations, codes of practice and principles made under these Acts.

Recipient means the entity identified as such in the Activity Schedule.

Records includes documents, information and data stored by any means and all copies and extracts of the same.

Reports means the reports specified in the Activity Schedule.

State means the Crown in right of the State of New South Wales.

Supply has the meaning given to this term by the GST Law.

Term means the duration of this Agreement as specified in the Activity Schedule or until the date on which this Agreement is terminated, whichever occurs first.

Additional definitions are also defined in Schedule 1.

16.2 Construction

Except where the context otherwise requires:

- (a) A reference to a statute, regulation, ordinance or by-law will be deemed to extend to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing that law from time to time.
- (b) A reference to a person which has ceased to exist or has been reconstituted, amalgamated or merged, or other functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place by which its said functions have become exercisable.
- (c) Where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase shall unless the context otherwise requires have a corresponding meaning.
- (d) No rule of construction operates to the detriment of a Party only because that Party was responsible for the preparation of this Agreement or any part of it.
- (e) Where there occurs a reference to the doing of anything by the Agency including giving any notice, consent, direction or waiver, this may be done by any duly authorised officer of the Agency.
- (f) Where the Recipient is comprised of more than one person, each obligation of the Recipient will bind those persons jointly and severally and will be enforceable against them jointly and severally.
- (g) The headings and contents list in this Agreement are for convenience only and do not affect the interpretation of this Agreement.
- (h) Where the Agency is required to act reasonably in the performance of this Agreement, that shall be read as a requirement to act as would a Party in the position of the Agency which is acting reasonably in its own best interests.
- (i) A reference to a group of persons is a reference to all of them collectively and to any two or more of them collectively and to each of them individually.
- (j) Persons will be taken to include any natural or legal person.

Schedule 1 Activity Plan and Additional Conditions

1. Introduction

This Schedule 1 is the Activity Plan and each provision in this Schedule 1 is an additional condition.

2. Additional Definitions

Unless the context requires otherwise, the following terms have the following meanings in this Schedule and elsewhere in this Agreement:

Declaration means a declaration signed by an officer of the Recipient's organisation or the Recipient's CEO, managing director or equivalent, in the form attached at Attachment 1 (or in any other form required by the Agency from time to time) declaring that the Recipient has satisfied all the Milestones and otherwise satisfies all Eligibility Criteria and provisions of this Agreement to receive the Fitout Rebate or Rental Rebate, as applicable.

Eligibility Criteria means the obligations and requirements set out in sections 3 to 6 (inclusive) of this Schedule 1.

Eligible Fitout Costs means: expenditure incurred on hard-fitout at the Eligible Premises, including the following items: plastering; electrical infrastructure; mechanical installations; interior fixtures such as walls, flooring and lighting; or expenditure as otherwise agreed in writing with the Agency, provided that the fitout costs and expenses: (a) are no more than the then current market rates at the time of application for fitout costs and expenses of that nature; and (b) satisfy the other criteria set out in this Schedule and this Agreement relating to such expenditure. Without limitation to the costs that are not Eligible Fitout Costs, Eligible Fitout Costs do not include: removable equipment such as furniture, printers, security cameras, telephones, computers, Wi-Fi, AV equipment, whitegoods and other kitchen appliances; landscaping and plants; company branding such as signage; or operational items such as stationery.

Eligible Fitout Agreement means an agreement with a third party for hard-fitout at the Eligible Premises and that complies with section 4.2 of this Schedule.

Eligible Lease Agreement means a commercial lease, sub-lease or occupancy agreement (**Lease/Occupancy Agreement**):

- (a) for at least 300 square metres within the Target Area for a minimum of three years, where the Lease/Occupancy Agreement is for premises in the Target Area that are to be newly occupied by the Recipient at the time of the Recipient's application for the Funding Program; or
- (b) that increases the total commercial leased/occupied space within the Target Area by at least 300 square metres for a minimum of three years, where the Lease/Occupancy Agreement is for additional space at premises currently leased or occupied by the Recipient at the time of the Recipient's application for the Funding Program,

and provided that the 300 square metres threshold is satisfied under one Lease/Occupancy Agreement in one building and not by combining the space under two or more Lease/Occupancy Agreements and provided that the Lease/Occupancy Agreement satisfies any other criteria set out in this Schedule and this Agreement relating to such Lease/Occupancy Agreement.

Eligible Lease Period means the period under the Eligible Lease Agreement: (a) commencing on the commencement of the Eligible Lease Agreement, provided that the Eligible Lease Agreement is executed within ninety (90) days after the Recipient's receipt of a letter from the Agency notifying the Recipient of its successful application for the Funding Program (unless otherwise agreed by the Agency in writing); and (b) expiring 3 years thereafter.

Eligible Premises means commercial premises of at least 300 square metres in the Target Area leased or occupied under an Eligible Lease Agreement.

Eligible Rental Expenses means the rent after any concession or incentives offered (exclusive of GST) actually paid by the Recipient under the Eligible Lease Agreement during the Eligible Lease Period for the Eligible Premises, provided that the rent at the time of the application for the Funding Program, is no more than the current market rent payable for comparable premises which are to be occupied for a substantially similar period.

Financial Quarter means the following 3-month periods: 1 July to 30 September (inclusive); 1 October to 31 December (inclusive); 1 January to 31 March (inclusive); 1 April to 30 June (inclusive).

Fitout Rebate means the fitout rebate as described in item 5 of the Activity Schedule.

Milestone means the milestones set out in sections 5 and 6 of this Schedule 1.

Rental Rebate means the rental rebate as described in item 5 of the Activity Schedule.

Scale-up Technology Business means a business which: (a) develops and commercialises new technology as part of its core service or product offering; (b) at the time of its application for the Funding Program employs at least 10 full time equivalent roles in NSW; and (c) for at least 3 years immediately prior to the date of the Recipient's complete application for the Funding Program, or at the calendar month end prior to the date of the Recipient's complete application for the Funding Program, is generating revenue from core services or products and has achieved an average growth of 20 per cent or more in either employment or revenue year on year.

Supporting Information means information and documents that the Recipient must provide to the Agency to receive an Instalment of the Funding as set out in sections 5 and 6 of this Schedule.

Target Area means the area within 500m of 2 Lee Street, Haymarket NSW 2000.

3. Eligibility Criteria - General Criteria

3.1. The Recipient must (and to be eligible to receive any Instalment of the Funding the Recipient must):

- (a) have an Australian Business Number (**ABN**);
- (b) be registered for GST;
- (c) have an account with an Australian financial institution;
- (d) be a company incorporated under the *Corporations Act 2001* (Cth) (including a company incorporated by guarantee); and
- (e) be a Scale-up Technology Business.

3.2. Without limiting section 3.1 of this Schedule, the Recipient is not eligible to receive any Instalment of the Funding if it is:

- (a) subject to an Insolvency Event;
- (b) an individual;
- (c) an unincorporated association;
- (d) an entity with a retail shop lease as defined in the *Retail Leases Act 1994 No 46 (NSW)* or an entity that is conducting a business specified in Schedule 1 of the *Retail Leases Act 1994 No 46 (NSW)*;
- (e) receiving NSW Government assistance from another program for the same purpose; or
- (f) a Commonwealth, state, territory or local government agency or body (including government business enterprises).

4. **Eligibility Criteria - Eligible Lease Agreement and Eligible Fitout Costs**

4.1. The Recipient must (and to be eligible to receive any Instalment of the Funding the Recipient must):

- (a) have entered into an Eligible Lease Agreement on or prior to the Agreement Start Date or within 90 days of notification in writing by the Agency to the Recipient that its application was successful (unless otherwise agreed by the Agency in writing);
- (b) have entered into an Eligible Fitout Agreement on or prior to the Agreement Start Date or within 180 days of notification in writing by the Agency to the Recipient that its application was successful (unless otherwise agreed by the Agency in writing); and
- (c) be a current party to the Eligible Lease Agreement.

4.2. The Recipient must (and to be eligible to receive any Instalment of the Funding the Recipient must):

- (a) have obtained two separate quotes from reputable fitout businesses; and
- (b) ensure that construction relating to the hard-fitout is undertaken by a registered or licensed building service 'contractor' who is named as a builder on the building licence or permit.

4.3. The Recipient must (and to be eligible to receive any Instalment of the Funding the Recipient must):

- (a) occupy the Eligible Premises for the remaining period of the Eligible Lease Period promptly after the Eligible Premises are ready for use following the fitout; and
- (b) primarily use the premises for research and development activities. Research and development activities include: (i) development of new products, technologies and business models; (ii) using or leveraging technology; (iii) developing further intellectual property in NSW; (iv) enabling and contributing to the growth of the innovation and technology ecosystem in the Target Area or in NSW; (v) partnering with research and knowledge institutions to achieve commercial outcomes; and (vi) activities which can be a catalyst for enabling supply chain development and growth.

5. **Instalments, Milestones and Supporting Information for Fitout Rebate**

5.1. The Fitout Rebate is payable in two (2) Instalments. The table in this section 5.1 specifies the Instalments for the Fitout Rebates and associated Milestones and Supporting Information that must be satisfied for each Instalment.

Instalment	Milestone (s)	Supporting Information
<p>First Instalment - 50% of Fitout Rebate</p> <p>Payable following execution of this Agreement upon a claim by a Recipient following satisfactory completion of the Milestone(s)</p>	<p>The Recipient must satisfy the following Eligibility Criteria: (a) the Recipient must have entered into and be party to an Eligible Lease Agreement and Eligible Fitout Agreement in accordance with this Schedule; and (b) the Recipient must have complied with sections 3, 4.2 and any other criteria relevant to the Fitout Rebate prior to completion of the fitout.</p>	<p>To claim the first Instalment of the Fitout Rebate, the Recipient must provide:</p> <ul style="list-style-type: none"> (a) purchase orders or invoices (as applicable) of the Eligible Fitout Costs; (b) any information required for an application under the Guidelines that has not previously been provided the Recipient; (c) a Declaration; and (d) any other information requested by the Agency relating to the Recipient's compliance with this Agreement and eligibility for the Fitout Rebate.

Instalment	Milestone (s)	Supporting Information
<p>Remaining 50% of Fitout Rebate</p> <p>Payable following a Financial Quarter upon a claim by a Recipient following satisfactory completion of the Milestone(s)</p>	<p>The Recipient must satisfy the following Eligibility Criteria: (a) the Recipient must have entered into and be party to an Eligible Lease Agreement and Eligible Fitout Agreement in accordance with this Schedule; (b) the hard fitout has been completed, the Recipient has paid all Eligible Costs for the fitout and the Recipient has commenced operations from the Eligible Premises; and (b) the Recipient must have complied with sections 3, 4 and any other criteria relevant to the Fitout Rebate.</p>	<p>To claim the second Instalment of the Fitout Rebate, the Recipient must provide:</p> <p>(a) a certificate of practical completion and evidence of occupation;</p> <p>(b) all invoices and receipts for the Eligible Fitout Costs;</p> <p>(c) a Declaration; and</p> <p>(d) any other information requested by the Agency relating to the Recipient's compliance with this Agreement and eligibility for the Fitout Rebate.</p>

- 5.2. If the first Instalment of the Fitout Rebate paid to the Recipient is greater than 50% of the Fitout Rebate based on the actual Eligible Fitout Costs incurred by the Recipient, the Recipient must immediately notify the Agency.
- 5.3. If the Recipient has not made a successful claim for the second Instalment of the Fitout Rebate within 180 days of receiving the first Instalment of the Fitout Rebate, the Recipient must, within 14 days, provide invoices and receipts demonstrating that the Recipient has used the Fitout Rebate to pay for the Eligible Fitout Costs.
- 5.4. If the first Instalment of the Fitout Rebate paid to the Recipient is greater than 50% of the Fitout Rebate based on the actual Eligible Fitout Costs incurred by the Recipient, the Recipient must repay the Agency the amount in cleared funds within 7 days, unless otherwise agreed in writing by the Agency.

6. Instalments, Milestones and Supporting Information for Rental Rebate

- 6.1. The Rental Rebate is payable in Instalments after each Financial Quarter for the Eligible Lease Period. The table in this section 6.1 specifies the Instalments for the Rental Rebate and associated Milestones and Supporting Information that must be satisfied for each Instalment.

Instalment	Milestone	Supporting Information
<p>First Instalment</p> <p>Payable following the end of the first Financial Quarter upon a claim by a Recipient following satisfactory completion of Milestone(s)</p>	<p>The Recipient must satisfy the following Eligibility Criteria: (a) the Recipient must have entered into and be party to an Eligible Lease Agreement and Eligible Fitout Agreement in accordance with this Schedule; and (b) the Recipient must have complied with sections 3 and 4.1 and if occupation has commenced or ought to commence, section 4.3; and (c) any other criteria relevant to the Rental Rebate.</p>	<p>The Recipient must provide the following documents to the Agency:</p> <ul style="list-style-type: none"> (a) invoice and receipts as proof of payment of Eligible Rent under the Eligible Lease Agreement for the previous Financial Quarter; (b) any information required for an application under the Guidelines that was not previously provided; (c) a Declaration; and (d) any other information requested by the Agency relating to the Recipient's compliance with this Agreement and eligibility for the Rental Rebate.
<p>Remaining Instalments for Eligible Rent during Eligible Lease Period</p> <p>Payable following the end of each Financial Quarter after the first Financial Quarter upon a claim by a Recipient following satisfactory completion of Milestone(s)</p>	<p>The Recipient must satisfy the following Eligibility Criteria: (a) sections 3 and 4.1 and if occupation has commenced or ought to commence, section 4.3; and (c) any other any other criteria relevant to the Rental Rebate.</p>	<p>The Recipient must provide the following documents to the Agency:</p> <ul style="list-style-type: none"> (a) invoice and receipts as proof of payment of Eligible Rent under the Eligible Lease Agreement for the previous Financial Quarter; (b) a Declaration; and (c) any other information requested by the Agency relating to the Recipient's compliance with this Agreement and eligibility for the Rental Rebate.

ATTACHMENT 1 DECLARATION FORM FOR RENTAL REBATE AND FITOUT REBATE

DECLARATION FORM FOR RENTAL AND FITOUT REBATE

To: Investment NSW ABN 78 520 401 237
Level 11, 11 York Street, Sydney, NSW 2000

Tech Central Scaleup Accommodation Rebate

I, <insert name and occupation/position of person making declaration> of <insert address> refer to the Funding Agreement for the Tech Central Scaleup Accommodation Rebate between the Crown in the right of the State of New South Wales, acting through Investment NSW (ABN 78 520 401 237) and <insert name and ABN of Recipient> (**Recipient**) (**Funding Agreement**).

This declaration is made in connection with the Recipient's request for payment of an instalment of funding under the Funding Agreement.

1. I represent and warrant that I am authorised on behalf of the Recipient to make the following declaration.
2. Following due enquiry, I represent and warrant the Recipient has satisfied all the milestone(s) for, and otherwise satisfies all the Eligibility Criteria and requirements, to receive the instalment of the funding under the Funding Agreement submitted with this declaration.

SIGNATURE OF DIRECTOR, SECRETARY, CEO, MANAGING DIRECTOR OR EQUIVALENT

For himself and herself and for and on behalf of the Recipient

FULL NAME OF DIRECTOR, SECRETARY, CEO, MANAGING DIRECTOR OR EQUIVALENT

DATE:

ATTACHMENT 2 STATUTORY DECLARATION AS TO EMPLOYEES

STATUTORY DECLARATION

New South Wales, Oaths Act 1900

<p><i>1 Insert the name, address and occupation of the person making the declaration</i></p>	<p>1. I, <insert>, do solemnly and sincerely declare that:</p>																									
<p><i>2 Set out matter declared to in numbered paragraphs</i></p>	<p>2. I am authorised on behalf of <insert> to make the following declarations about the Recipient.</p> <p>3. The Recipient employed an additional <insert number> full time equivalent employees making a total of <insert number> full time equivalent employees employed at <insert location> for the period or periods shown in the table at 4.</p> <p>4. The following table sets out all of the employees employed at the Recipient for the 12-month period commencing <insert dd/mm/yyyy> and ending <insert dd/mm/yyyy>:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 15%;">Employee Identifier</th> <th style="width: 15%;">Commencement date</th> <th style="width: 15%;">Termination date (if applicable)</th> <th style="width: 25%;">Employee status e.g.: full time, part time, casual</th> <th style="width: 30%;">Average Hours worked per week</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">4</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Employee Identifier	Commencement date	Termination date (if applicable)	Employee status e.g.: full time, part time, casual	Average Hours worked per week	1					2					3					4				
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1																										
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4																										
	<p>and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the <i>Oaths Act 1900</i>.</p>																									
<p><i>3 Signature of person making the declaration</i></p>																										
<p><i>4 Place</i></p> <p><i>5 Day</i></p> <p><i>6 Month and year</i></p>	<p>Declared at 4 on 5 6</p> <p>Before me,</p>																									

<p><i>Identification</i></p>	<p>I, (<insert name of authorised witness>, certify the following matters concerning the making of this statutory declaration by the person who made it: [* please cross out any text that does not apply]</p> <p>1. *I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and</p> <p>2. *I have known the person for at least 12 months OR *I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification</p> <p>document and the document I relied on was</p> <p>[describe identification document relied on]</p>
<p><i>7 Signature of person before whom the declaration is made (authorised witness)</i></p>	<p>7</p>
<p><i>8 Full name, qualification and address of person before whom the declaration is made (authorised witness) (in printed letters)</i> **</p>	<p>8</p>

** The following persons may witness a statutory declaration in New South Wales:

- a justice of the peace;
- a notary public;
- a solicitor or barrister with a current New South Wales or interstate practising certificate;
- a commissioner of the court for taking affidavits; and
- a person by law authorised to administer an oath.



ATTACHMENT 3 ELIGIBLE LEASE AGREEMENT