



Neighbourhood House Partnership Program

Partnership Agreement

Yarra Ranges Council
and

[NH Name]
ABN

for the period 1 July 2022 to 30 June 2026

Dated: **[insert date]** 2022

This Deed Witnesses

1. Definitions and interpretation

1.1 Definitions

In this Deed unless expressed or implied to the contrary:

Additional Clauses means the clauses (if any) specified in item 8 of Schedule 1.

Agreement means this funding deed between Council and the Organisation, including its schedules.

Application means the application submitted by the Organisation seeking approval to receiving funding from Council.

Budget means the Organisation's budget for the Partnership Agreement as described in Schedule 2.

Claim means any cause of action, allegation, claim, demand, debt, liability, suit or proceeding of any nature however arising and whether present or future, fixed or unascertained, actual or contingent or at Law (including negligence) in equity, under statute or otherwise.

Confidential Information means information that is by its nature confidential and which is designated as confidential and includes the terms of this Agreement but does not include information which is or becomes public knowledge other than by a breach of this Agreement or any other confidentiality duty or obligation.

Dispute means a dispute in relation to or about this Agreement.

Further Term means the further term identified in Item 5 of Schedule 1.

Funding Purpose means the purpose or purposes for which the Funds may be used by the Organisation as set out in Schedule 2.

Funds means the total amount to be contributed by Council to the Organisation for the Partnership Agreement as specified in Schedule 2.

Initial Term means the period specified in Item 4 of Schedule 1.

Insolvency Event means where the Organisation:

- (a) becomes unable to pay its debts when they become due;
- (b) enters into any arrangement between itself and its (or any class of its) creditors;
- (c) ceases to carry on business;
- (d) has a mortgagee enter into possession or dispose of the whole or any part of its assets or business;
- (e) enters into liquidation or any form of insolvency administration; or

- (f) has a receiver, receiver and manager, a trustee in bankruptcy, an administrator, a liquidator, a provisional liquidator or other like person appointed to the whole or any part of its assets or business.

Laws includes:

- (a) the common law and equity;
- (b) any statute, act of Parliament, proclamation, order in Council, regulation, rule, by-law, ordinance, subordinate legislation or other regulatory measure; and
- (c) any certificate, licence, permit, authorisation, accreditation, code of practice, code of conduct or other requirement which is issued under an instrument referred to in paragraph (b).

Loss means any loss, damage or liability, cost or expense (including legal expenses on a full indemnity basis) of any kind suffered or incurred, whether in connection with a Claim or otherwise, or agreed to be paid by way of settlement or compromise.

Outcomes means the outcomes, events, activities and results of implementing the Partnership Agreement as described in Schedule 3.

Personnel means employees, agents, officers, contractors and subcontractors including their representatives or volunteers.

Partnership means the Overview, Objectives, Activities and Outcomes as described in Schedule 3.

Partnership Catchment means the local area at which the Partnership is to be carried out as specified in Schedule 3.

Start Date means the date specified in Item 3 of Schedule 1.

Tenancy Agreement means any lease, licence or other tenancy agreement between Council and the Organisation.

Term means the Initial Term and any Further Term agreed by the parties under Schedule 1.

2. Period of Agreement

- 2.1 This Agreement starts on the Start Date and continues for the Initial Term, unless terminated earlier in accordance with this Agreement or extended under clause 2.2.
- 2.2 The parties may, by agreement in writing before the expiry of the Initial Term, extend the term of this Agreement for the Further Term.

3. Purpose of the Partnership Agreement

The purpose of this Agreement is to:

- 3.1 establish a mutually beneficial alliance between the Organisation and Council for the period of the Agreement to ensure effective planning, development and delivery of the Partnership objectives and activities;

- 3.2 establish performance objectives and indicators to guide the Partnership which are in accordance with Council's corporate goals and to assist both parties to measure the performance of the Partnership;
- 3.3 assist Council in collecting agreed data and information for the purpose of its own project planning;
- 3.4 provide opportunities for Council to clearly understand the business of the Partnership including programming, administrative issues and the communities in which the Partnership operates; and
- 3.5 define the financial and other support that Council will provide to the Organisation over the Term.

4. Principles of Partnership

Council and the Organisation will reasonably seek to ensure that the Partnership operates in a manner which:

- 4.1 considers the dignity, privacy, worth, independence and basic human rights of individuals;
- 4.2 builds the capacity of the community involved in the Partnership, allowing the community to better address its concerns, issues and needs;
- 4.3 makes available information to the public about the operation of the Partnership, including inquiry and complaint procedures;
- 4.4 provides a safe working environment;
- 4.5 takes account of equal opportunity principles;
- 4.6 facilitates the participation of individuals within the Organisation in decision making; and
- 4.7 utilises linkages with other projects or services.

5. Commitment to Partnership

Council and the Organisation demonstrate their mutual commitment to the Partnership through:

- 5.1 support from Council through reasonable and appropriate access to relevant Council records, information or members of staff to assist the Organisation to carry out the Partnership;
- 5.2 funding assistance from Council for the Term and subject to the funding program policy at the time;
- 5.3 a commitment from the Organisation to diligently provide the Partnership to the best of its ability in accordance with the Agreement;
- 5.4 a commitment from the Organisation to notify Council immediately of any situation of which the Organisation is aware that might prevent the Partnership from being provided and ways to resolve the situation; and

- 5.5 a commitment from the Organisation that it will notify Council immediately of any circumstance that might give rise to a Claim against Council or where any person has suffered loss or injury for which it is alleged that Organisation is responsible.

6. Legal Incorporation

- 6.1 The Organisation must maintain itself as an incorporated not for profit organisation under the provisions of the *Associations Incorporation Reform Act 2012* (Victoria).
- 6.2 The Organisation must maintain its statement of purposes and rules in a form that ensures:
- 6.2.1 that its aims and objectives are relevant to the provision of the stated purpose of the grant funding;
 - 6.2.2 that the operation of the management structure is conducted in a way that is transparent, and accountable; and
 - 6.2.3 that membership of the Organisation's committee or other management structure reflects a capacity to provide the Partnership and closely liaises with related community groups and sponsors of the Organisation.
- 6.3 The Organisation must notify Council at least 14 days prior to its Annual General Meeting so that a representative of Council can attend. Whether a Council representative attends the Annual General Meeting or not is at the discretion of Council.

7. Relationship between the Parties

7.1 No Legal Relationship

No party to this Agreement has the power to obligate or bind any other party. Nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties. Nothing in this Agreement will be deemed to authorise or empower any of the parties to act as agent for or with any other party.

7.2 Several and Joint Liability

If the Organisation consists of 2 or more parties, this Agreement binds each of them severally and jointly.

7.3 Agency

The Organisation must not:

- 7.3.1 hold itself out as being an agent of Council or being in any other way entitled to make any contract on behalf of Council or to bind Council to the performance, variation, release or discharge of any obligation; or
- 7.3.2 hold out its employees, sub-contractors or agents, or allow its employees, sub-contractors or agents to hold themselves out, as being employees or agents of Council.

7.4 No Restriction of Council's Powers

This Agreement does not fetter or restrict the powers or discretions of Council in relation to any powers or obligations it has under any Act, law, regulation or local law that may apply to the Partnership or the Organisation.

7.5 No Waiver

No -

7.5.1 time or other indulgence granted by Council to the Organisation;

7.5.2 variation of the terms and conditions of this Agreement; or

7.5.3 judgment or order obtained by the Organisation against Council -

will in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8. Funding

8.1 Subject to this Agreement, Council will pay the Funds to the Organisation in accordance with Schedule 2.

8.2 The Organisation agrees to apply the Funds solely for the Purpose.

8.3 The Organisation is responsible for undertaking the Partnership as described in Schedule 3. This includes achieving the Outcomes in accordance with the Budget.

8.4 The Organisation must meet any shortfall for the Partnership should the Budget be exceeded.

8.5 Council may withhold, withdraw or require the Organisation to repay some or all of the Funds if the Organisation has not met its obligations under this Agreement.

8.6 The Organisation agrees that any part of the Funds paid to it under this Agreement that is not expended upon completion of the Partnership must be repaid to Council within one month of the completion of the Partnership.

9. Taxes

The Organisation is responsible for paying all taxes incurred or arising relating to this Agreement or any transaction contemplated by it or otherwise relating to the Partnership.

10. Financial Arrangements

10.1 The Organisation must keep and maintain proper and accurate accounts and records relating to the Partnership, including the allocation of the Funds.

10.2 The Organisation must submit to Council any financial statements as described in Schedule 2.

11. Assets

- 11.1 For the purposes of this clause 11, "Asset" means a chattel or other item of personal property, as opposed to an interest in real property.
- 11.2 Assets purchased by the Organisation with the Funds will be the property of the Organisation unless otherwise agreed in writing. The Organisation must keep the Assets well maintained and in a state of good repair.
- 11.3 When the Organisation wishes to dispose of an Asset purchased in whole or in part with the Funds, or which has been acquired from Council, and the value exceeds \$2,000, the Organisation must first apply to Council for approval of the disposal, which approval may be given or withheld or given subject to conditions at Council's absolute discretion.
- 11.4 In the event this Agreement is terminated, Council may, in its discretion, require the Organisation to transfer ownership of any or all such Assets back to Council. In this event, the Organisation must deliver the Assets to Council in good condition.
- 11.5 Assets purchased with the Funds must be registered by the Organisation in an asset register to be made available to Council on request.
- 11.6 The Organisation will be solely responsible for obtaining contents and other insurance in respect of Assets purchased with the Funds.

12. Accounts

The Organisation will hold the Funds in a reputable financial institution in the name of the Organisation.

13. Planning and Evaluation

- 13.1 The Organisation will provide for planning, development and self-evaluation on an ongoing basis in consultation with consumers, other project providers and Council. Planning includes the assessment of existing projects, the identification of priority needs and target groups and evaluation of the achievement of the stated objectives as detailed in Schedule 3.
- 13.2 Council may conduct evaluations of its funding program under which the Funds are provided. In such cases, Council will advise the Organisation of the evaluation as it relates to the Partnership.

14. Partnership Reviews and Funding Conditions

- 14.1 The Organisation must meet and ensure compliance with the Funding Conditions
- 14.2 Council may carry out Partnership reviews to determine the extent to which the Organisation is meeting the Funding Conditions and to assess the required level of resources as described in Schedule 2.
- 14.3 Council will provide a written report of any review to the Organisation.

15. Reports

- 15.1 The Organisation must provide reports on the Partnership to Council as described in Schedule 3.
- 15.2 The Organisation must immediately notify Council if it experiences an Insolvency Event.

16. Confidentiality

- 16.1 The Organisation must not, without the prior written approval of Council, disclose to any person other than Council, any Confidential Information in the performance of the Partnership. In giving written approval Council may impose terms and conditions as it deems are appropriate.
- 16.2 Council must not, without the prior written approval of the Organisation, disclose to any person other than the Organisation, any Confidential Information.
- 16.3 Council may disclose the name of the Organisation, the amount of the Funds and an overview of the Partnership purpose to any person at any time.
- 16.4 This clause 16 does not expire on the expiration or termination of the Agreement.

17. Personnel

- 17.1 The Organisation must use reasonable endeavours to ensure that its Personnel are suitably qualified, experienced and trained for the tasks they are required to do. Importantly this includes ensuring all personnel have current Working with Children Checks where this is required to meet the Child Safe Standards.
- 17.2 All activities relating to the employment of staff, the engagement of Personnel and administration of the Partnership are the sole responsibility of the Organisation in relation to the Partnership. The Organisation and its Personnel are not by virtue of this Agreement Personnel of Council.
- 17.3 The Organisation will be responsible for all payments and annual subscriptions to any employer association or body for the provision of industrial advice.
- 17.4 The Organisation must comply with equal opportunity and affirmative action legislation requirements in the engaging of Personnel.
- 17.5 Changes in Specified Personnel must be notified to Council within 14 days of the change occurring.

18. Access

- 18.1 The Organisation must provide to Council or other appropriate nominees upon reasonable written notice by Council access to the Partnership location and to the Organisation's records relating to the Partnership including financial records to allow an audit of the use of the Funds.
- 18.2 In particular, the Organisation must cooperate fully and in a timely manner with any auditor (whether internal or external) of Council or any government inspection agency who wishes to audit the Organisation's performance of its obligations under this Agreement.

19. Compliance with Laws

The Organisation must comply with all relevant Acts, laws and regulations of the State of Victoria and the Commonwealth of Australia and comply with all requirements made or notices or orders given by any governmental, semi-governmental, municipal, health, licensing or other authority with jurisdiction or authority in connection with the provision of the Partnership, the Partnership location and the use and occupation of the Partnership location.

20. Insurance and Liability

20.1 Workers' Compensation

The Organisation must -

20.1.1 itself effect; and

20.1.2 ensure that each of its sub-contractors effects –

a WorkCover policy of insurance complying with the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* in respect of all of its employees.

20.2 Public Liability Insurance

The Organisation must, at all times during the Term, be the holder of a current public liability policy of insurance with a reputable insurer, providing coverage for the amount stated in Item 7 of Schedule 1.

20.3 Professional Indemnity Insurance

The Organisation must, at all times during the Term, be the holder of a current professional indemnity policy of insurance with a reputable insurer, providing coverage for the amount stated in Item 7 of Schedule 1.

20.4 Payment and Production of Policies

The Organisation must pay all insurance premiums at least 14 days before the due date for payment and produce to Council copies of the certificate of currency.

20.5 Failure to Insure

If the Organisation fails to comply with its obligations under clauses 20.1, 20.2 or 20.3, Council may immediately terminate this Agreement.

If this Agreement is terminated under clause 20.5, clause 24.4 will, to the extent that it is applicable, operate as if the termination had been made by Council under clause 24.1.

20.6 Organisation responsible for the Partnership Program

The parties acknowledge that the Organisation is solely responsible for carrying out the Partnership (including the costs associated with conducting the Partnership). Council's liability is limited to paying the Funds as required by this Agreement. Council is in no way liable for the acts or omissions of the Organisation or its Personnel.

20.7 Indemnity

The Organisation must indemnify, keep indemnified and hold harmless Council, and its members and staff, from and against all actions, Claims, losses, damages, penalties, demands or costs (including, without limitation, all indirect losses, consequential losses and legal costs on a full indemnity basis) consequent upon, occasioned by or arising from its performance or purported performance of its obligations under this Agreement, including, without limitation, any acts or omissions of the Organisation's sub-contractors, agents and employees.

21. Occupational Health and Safety

21.1 General Occupational Health and Safety

The Organisation must inform itself of and comply with all occupational health and safety policies, procedures or measures.

21.2 Organisation OH&S Management System

21.2.1 The Organisation must establish and implement an occupational health and safety management system which ensures compliance with all duties of an employer under the *Occupational Health and Safety Act 2004* (**OH&S Management System**).

21.2.2 The OH&S Management System must be updated each year.

21.2.3 The Organisation must implement the OH&S Management System throughout the Term.

21.3 Child Safe Standards

21.3.1 The Organisation must complete the Child Safe Assessment Tool at Schedule 5, to assess the appropriate action in relation to Child Safe Standards and return this to Council with the signed Partnership Agreement.

21.3.2 The Organisation must have appropriate and current child safe policies & procedures in line with the Victorian Child Safe Standards. Child Safe policy and procedures should be reviewed as and when required and be implemented throughout the term of the grant agreement.

21.3.3 The Organisation will confirm compliance with Child Safe Standards annually as detailed in the reporting requirements at Schedule 5.

22. Voluntary Suspension of Partnership Program

The Organisation must advise Council immediately of any decision to suspend the Partnership in part or in whole, including the reasons for the decision. Council may, at its sole and absolute discretion, suspend payment of the Funds for the period of the Partnership suspension.

23. Amendment

The terms of this Agreement, including any Annexures or other attachments, may be varied by agreement in writing by both parties.

24. Termination

24.1 Default By Organisation

If the Organisation defaults in the performance or observance of any obligation it has under this Agreement, Council may, without limiting any other rights that Council may have, give notice to the Organisation to show cause why the powers contained in this clause should not be exercised.

Such notice must:

- 24.1.1 not be unreasonably given;
- 24.1.2 state that it is a notice under this clause; and
- 24.1.3 specify the default on the part of the Organisation upon which it is based.

If, within 7 days after receipt of the notice, the Organisation fails to show, to the satisfaction of Council, that the default will be rectified and this Agreement will be satisfactorily complied with in accordance with its terms, Council, without prejudice to any other rights that it may have under this Agreement or at common law against the Organisation, may:

- 24.1.4 suspend payment under this Agreement; or
- 24.1.5 terminate this Agreement.

24.2 Termination by Notice

Council may terminate this Agreement at any time for any reason by giving the Organisation one (1) month notice.

24.3 Organisation's Right To Terminate

If, within 14 days of any period for payment stated in the Annexure, Council has failed to pay to the Organisation any amount due under clause 8 (other than an amount being the subject of a Dispute under this Agreement); the Organisation may by notice to Council either suspend the Partnership or terminate this Agreement.

24.4 Payments On Termination

If this Agreement is terminated under clauses 24.1, 24.2, 24.3 or otherwise:

- 24.4.1 the Organisation must repay to Council within 30 days any part of the Funds that remain unexpended at the date of termination;
- 24.4.2 the Organisation must provide to Council within 30 days the reports referred to in clause 15 completed so far as is practicable having regard to the date of termination; and
- 24.4.3 no further monies shall be payable to the Organisation in connection with this Agreement.

24.5 Insolvency Of Organisation

If the Organisation being a company or other body corporate experiences an Insolvency Event, or in the case of an incorporated association, takes or institutes, or has taken or instituted against it, any action or proceeding having as its object the cancellation of the incorporation of the Organisation, Council may terminate this Agreement immediately and clause 24.4 shall, to the extent that it is applicable, operate as if the termination had been made by Council under clause 24.1.

25. Dispute Resolution:

25.1 Notice of Dispute

In the event of any Dispute arising between Council and the Organisation, either during the period of this Agreement or after the termination, abandonment or breach of this Agreement, as to any matter or thing connected with this Agreement or arising under this Agreement, Council or the Organisation may give to the other party notice of the dispute or difference.

Such notice must:

- 25.1.1 not be unreasonably given;
- 25.1.2 indicate that it is a notice under this clause; and
- 25.1.3 give sufficient details of the dispute or difference as to enable the party receiving the notice to ascertain the nature of the dispute or difference alleged.

25.2 Alternative Dispute Resolution

Within 7 days of the receipt of any notice of dispute under clause 25.1 by either party, a representative of each party must meet to discuss ways of resolving the dispute or difference. The representatives may resolve the dispute or difference themselves or refer the dispute or difference to any form of alternative dispute resolution procedure on which they agree. The representatives must be authorised by the parties to resolve the dispute or difference on their behalf should this prove to be practicable.

26. Acknowledgement and publicity

26.1 Acknowledging Council's support

- 26.1.1 The Organisation must acknowledge the partnership with, and financial contribution given by, Council in all publications, promotions and advertising of the Partnership and at all activities or events held in connection with the Partnership.
- 26.1.2 Without limiting clause 26.1.1, the minimum acknowledgement will involve:
 - (a) use of Council's corporate logo on all printed and electronic material generated during the course of the Partnership for publicity purposes;
 - (b) inclusion of Council's corporate logo on signage at all activities and events in connection with the Partnership;
 - (c) inviting Council representatives to attend key activities and events in connection with the Partnership; and

- (d) acknowledging Council's support in any speeches that are given during the course of the Partnership.

26.1.3 Any acknowledgement of Council must be in accordance with the guidelines contained at Schedule 5 and in a manner that is first approved by Council prior to public release.

26.2 Reputation

The Organisation must not do or omit to do anything which may:

26.2.1 damage, bring into disrepute or ridicule Council; or

26.2.2 attract public or media attention which may be prejudicial or otherwise detrimental to Council.

27. Notices

Any notice required or permitted to be given in relation to this Agreement will be sufficiently given by a party if in writing and delivered personally or sent by pre-paid security post or facsimile to the other party at the address indicated in this Agreement.

28. Change of Address

When either party changes its address it will notify in writing the other party within seven (7) days.

29. Occupation of Council Property

29.1 Compliance with Tenancy Agreement

Where the Organisation provides the Partnership activities on Council property the Organisation must comply with the provisions of any Tenancy Agreement. Where there is any inconsistency between the provisions of this Agreement and a Tenancy Agreement then the provisions of the Tenancy Agreement will prevail.

29.2 End of Tenancy Agreement

In the event that a Tenancy Agreement ends for any reason, Council may terminate this Agreement. If the Tenancy Agreement is terminated by Council in response to the Organisation's default, then clause 24.4 will operate as if termination was made in accordance with clause 24.1.

30. Gender Equality Act 2020

30.1 Gender Equity, Diversity and Inclusion

Council has a commitment to promote gender equity, diversity and inclusion in the workplace and community. This commitment is reinforced by Council's obligations under the Gender Equality Act 2020.

30.2 Programs and services promote gender equity

- 30.2.1 The different needs for women, men and gender diverse people from programs and services are identified and addressed.
- 30.2.2 Additional needs from programs and services for people with disabilities, or from different cultural identities, ages, sexual orientations or religions are identified and addressed.
- 30.2.3 The ways in which programs and services will engage, benefit and impact women, men and gender diverse people have been identified.
- 30.2.4 The ways in which programs and services will engage, benefit and impact people with disabilities, or from different cultural identities, ages, sexual orientations or religions are identified and addressed.
- 30.2.5 Where possible, gender disaggregated and intersectional data are used for designing and evaluating programs and services.

31. Additional Clauses

The Organisation must comply with the Additional Clauses.

32. Entire understanding

This Agreement contains the entire understanding between the parties as to its subject matter and supersedes any previous agreements or understandings between the parties in connection with its subject matter.

Signing Page

Executed by the parties as a deed:

<p>Signed, sealed and delivered for and on behalf of</p> <p>[Name of NH] ABN ...</p> <p>Name</p> <p>Position</p> <p>Date</p>	<p>..... (signed)</p> <p>..... Signature of witness</p> <p>..... Print full name of witness</p>
---	---

<p>Signed, sealed and delivered for and on behalf of</p> <p>YARRA RANGES COUNCIL</p> <p>Name</p> <p>Position</p> <p>Date</p>	<p>..... (signed)</p> <p>..... Signature of witness</p> <p>..... Print full name of witness</p>
--	---

Specified Personnel

Council Representative - Key Contact Officer (KCO)	
The Key Contact Officer is the Council officer ensuring that Council's responsibilities and obligations under the Agreement are met. The Key Contact Officer may exercise all of Council's functions, rights and powers under the Agreement on behalf of Council.	
Name	
Title	
Address	PO Box 105, Lilydale 3140
Telephone	03 9294 6xxx
Mobile	
E-mail	

Council Representative - Community Development Officer (CDO)	
The Community Development Officer is the Council officer with day-to-day responsibility for liaising with the Organisation in relation to community development activities and outcomes.	
Name	
Title	
Address	PO Box 105, Lilydale 3140
Telephone	03 9294 6xxx
Mobile	
E-mail	

Organisation Representative	
The Organisation's Representative is the Organisation's representative who is responsible for liaising with the Council regarding the Organisation's performance of its obligations under the Agreement.	
Name	
Title	
Address	
Telephone	
Mobile	
E-mail	

Schedule 1 Agreement Details

Item	Description	Details
1.	Parties	<p>Name Yarra Ranges Council ABN 21 973 226 012</p> <p>Address PO Box 105, Lilydale, 3140</p> <p>Email ...</p> <p>Contact ...</p> <p>Short name Council</p> <p>Name [Name of NH] ABN</p> <p>Address ...</p> <p>Email ...</p> <p>Contact ...</p> <p>Short name the Organisation</p>
2.	Partnership Agreement Overview	This Partnership Agreement strengthens the ongoing partnership between the Organisation and Council as further defined in Schedule 2 (Funding Details) and Schedule 3 (Partnership Details).
3.	Start Date	1 July 2022
4.	Term	4 years
5.	Further Term	N/A
6.	Insurance	Public liability insurance: \$20,000,000 per Claim. Professional indemnity insurance, as required
7.	Additional Clauses	Must meet the Funding Conditions, as specified in Schedule 2

Schedule 2 Funding Details

1. Amount of Funds

The year one allocation for this Partnership Grant is **[insert amount]** (exclusive of GST).

Funding for year two to four will be subject to an increase at the value of the rate cap as determined by Council in their annual budget. Currently the rate cap is at 2%.

2. Funding Purpose

Funding is provided by Council to the Organisation for the purpose of delivering community development activities and the provision of low cost/no cost programming.

Note: Funding may be utilised for the payment of staffing and wages however the outcomes of such allocation must reflect community development priorities as above.

3. Funding Payments

Payments will be made annually pending successful submission of the Conditions of Funding.

4. Conditions of Funding

The Organisation operates by the **Calendar Year / Financial Year.**

Funding is provided at the beginning of each Financial Year (pending submission of appropriate documentation), therefore funding allocation for the delivery of community development activities must reflect Financial Year reporting.

The organisation must advise Council of the date of their AGM.

Schedule (Item)	Funding Condition	Submission Frequency	Submission Method
Schedule 3 (Item 6.1)	Reporting Partnership Outcomes	Annually	SmartyGrants
Schedule 3 (Item 6.2)	Annual Report	Annually, within 4 weeks of AGM	SmartyGrants
Schedule 3 (Item 6.2)	Certified Annual Financial Statement	Annually, within 4 weeks of AGM	SmartyGrants
Schedule 3 (Item 6.2)	Committee of Management contact details	Annually, within 4 weeks of AGM	SmartyGrants
Schedule 3 (Item 6.2)	Organisational Strategic Plan	Provided on signing of Agreement, and then again if circumstances change.	SmartyGrants
Schedule 3 (Item 6.3)	Meetings with KCO	In July of each year, as minimum	Participation in meetings
Schedule 3 (Item 6.3)	Meetings with CDO	In June and December of each year, as minimum	Participation in meetings
Schedule 5	Child Safe Standards checklist	Provided on signing of Agreement, and then again if circumstances change.	SmartyGrants

Schedule 3 Partnership Details

1. Partnership Overview

Neighbourhood House Partnership Program strengthens the ongoing partnership between the Organisation and Council to:

- i. ensure effective planning, development and delivery of community development programs and activities;
- ii. establish performance objectives and indicators to measure the performance of the Partnership; and
- iii. define the financial and other support that Council will provide to the Organisation over the Term.

2. Partnership Catchment

Note: this relates to the geographical area that the Organisation covers.

[Insert Partnership Location]

3. Partnership Priority Group/s

Council has highlighted several cohorts that have been identified as being of priority for support, these include:

- Youth
- Seniors
- First Nations people
- People with Disability and their Carers
- People experiencing Mental Health challenges
- People who are homeless or at risk of homelessness

Each Neighbourhood House may choose at least one priority groups per year to focus on for the duration of Partnership. This will be specified in the Reporting Framework and completed annually in SmartyGrants.

4. Partnership Objectives

The shared Partnership Objectives of the Neighbourhood House Partnership Program are:

- Inclusion
- Participation
- Connection
- Capacity Building

Each Neighbourhood House will choose at least two Objectives per year to focus on for the duration of Partnership. This will be specified in the Reporting Framework and completed annually in SmartyGrants.

5. Partnership Activities

Each Neighbourhood House will create their own Partnership Activities to meet their chosen Objectives of the Partnership.

Partnership Activities will be reported annually in SmartyGrants.

6. Partnership Reporting Framework

6.1 Partnership Outcomes

Showcasing Community Outcomes - Significant Learning / Transformational Stories

Yarra Ranges Council is keen to gain more insight into the valuable role the Neighbourhood House makes in providing opportunities for its local communities and help demonstrate the significance of Council funding.

On an annual basis, please provide a written, filmed, audio recorded or photo essay narrative or story that provides examples with discussion of the Partnership **Outcomes** that have been achieved through the implementation of your Partnership **Activities** to meet your Partnership **Objectives**.

Planning and Reporting templates will be available in SmartyGrants.

6.2 Governance

A Strategic Plan, which is commensurate with the size and capacity of your organisation, must be endorsed by the Committee of Management.

The organisation must advise Council (via SmartyGrants) of the contact details of the Committee of Management within 4 weeks of the Annual General Meeting.

The Organisation must provide confirmation of its sound financial position and meeting governance standards, as evidenced by an audited annual report, including audited financial statements as required by CAV and/or ACNC.

Council reserves the right to request audited reports specifically on the funded Partnership and will notify the Organisation in writing if required.

6.3 Engagement with Council

The Organisation's Manager and a Committee of Management representative will be invited to quarterly Neighbourhood House Network Meetings. These meetings are facilitated by Council and the Organisation is encouraged to actively participate in these meeting to maintain strong connections and partnerships within the Neighbourhood House Network.

The Organisation must participate in bi-annual meetings with Community Development Officer in December and June of each year.

The Organisation must participate in an Annual Review Meeting with Key Contact Officer at Council in July each year.

Schedule 4 Acknowledgement of Council Support

YARRA RANGES COUNCIL ACKNOWLEDGEMENT GUIDELINES – Partnership Agreements

Council requires acknowledgement of its contribution to the organisation. The Yarra Ranges Council logo is part of Council’s corporate identity, and should be used where a publication, program or event is sponsored by Council.

Published material

Display the Yarra Ranges Council logo on any advertising or promotional material as below. This might include, but is not limited to programs, flyers, banners, newspaper advertising or editorial, web pages etc. It should be no smaller than 3cm by 1.5cm along with one of the accompanying messages:

“Proudly supported by Yarra Ranges Council”

Proudly supported by



The following are basic guidelines for using the Yarra Ranges Council logo. Most importantly the Yarra Ranges logo may not be redrawn or altered in any way.

To ensure you use the logo correctly:

Do's ✓
The wording ‘supported by Yarra Ranges Council’ should appear in conjunction with the logo. Helvetica or Arial font should be used.
The logo is made up of two main components – the brand symbol (mountain range) and the logotype (name). These elements must always appear together.
While the vertical logo is Council’s primary logo, a horizontal option is available for use where the vertical option is not suitable.
Wherever possible, the logo should be reproduced in full colour. A Line Art or greyscale version may be used where a mono (one) colour logo is required. This should only be used in documents where black and white ink is used in the print production process, NOT in full colour documents.
To ensure the clarity of the Yarra Ranges logo is maintained, a <i>minimum</i> size of 20mm must be adhered to, specifically 20mm height for vertical option, or 20mm width for horizontal option.
Don't ✖
Do not compress, extend or distort the logo in any way – the proportions, spacing and positioning of the logo must remain constant

The logo must not be stretched out of proportion either vertically or horizontally.
Do not reproduce the logo text in any other typeface
Do not alter the colours of the logo Do not rotate the logo
Do not infringe upon clear space or add any extra elements to the logo. The minimum clear space is the height of the 'Y' in 'Yarra Ranges'
Do not reproduce the logo on a photographic or illustrative graphic that does not provide sufficient contrast
Do not use the logo on a similar colour background. A white background is preferable
Do not copy the logo from the internet.
Do not use the logo if it appears pixellated or "blurry".

For an electronic copy of the logo or for further information:
Contact Yarra Ranges Council on 1300 368 333 and speak to the Designated Officer.

If appropriate:

1. Acknowledgement made in any speeches that are given.

An example of wording may be:

"We acknowledge the generous support of Yarra Ranges Council by allowing us the use of this venue"
2. Verbal acknowledgement made in any interviews to radio or newspapers.
3. Extend an invitation to the Mayor or Ward Councillor, depending on the nature of the event. The Mayor may attend events that have broad impact on the community of the Yarra Ranges. Ward Councillors may attend events that have an impact on the Ward they represent.
4. Council has pull up banners which may be borrowed. These may be displayed in a prominent location, which lets attendees know of Council's support.

Schedule 5 Child Safe Standards

Victoria's Child Safe Standards are a set of mandatory requirements to protect children and young people from harm and abuse.

The Child Safe Standards (the Standards) commenced in Victoria in January 2016. After six years, we have seen how the Standards improve safety for children and young people.

Changes have been made to make the Standards even stronger. The new Child Safe Standards came into force on 1 July 2022 and organisations now need to comply with these new Standards.

Council is committed to promoting child safety and ensuring compliance with the Victorian Child Safe Standards. As a key priority, Council is actively promoting child safety and reducing the factors that lead to children being harmed.

As a Child Safe organisation, Council reviews grant recipients who are undertaking funded projects or programs that may involve direct or incidental contact with children. Council's Safeguarding Children Policy and Commitment Statement is available from Council's Website.

Partners will be required to upload their Child Safe Standard Checklist/Self-Assessment on their Partnership Agreement Registration form via SmartyGrants, and then again if circumstances change (or as requested).

The 11 Child Safe Standards

Click on the links below to see the minimum requirements and compliance indicators for each Standard.

Standard 1

Organisations establish a culturally safe environment in which the diverse and unique identities and experiences of Aboriginal children and young people are respected and valued.

[Click here for details about Child Safe Standard 1](#)

Standard 2

Child safety and wellbeing is embedded in organisational leadership, governance and culture.

[Click here for details about Child Safe Standard 2](#)

Standard 3

Children and young people are empowered about their rights, participate in decisions affecting them and are taken seriously.

[Click here for details about Child Safe Standard 3](#)

Standard 4

Families and communities are informed and involved in promoting child safety and wellbeing.

[Click here for details about Child Safe Standard 4](#)

Standard 5

Equity is upheld and diverse needs respected in policy and practice.

[Click here for details about Child Safe Standard 5](#)

Standard 6

People working with children and young people are suitable and supported to reflect child safety and wellbeing values in practice.

[Click here for details about Child Safe Standard 6](#)

Standard 7

Processes for complaints and concerns are child-focused.

[Click here for details about Child Safe Standard 7](#)

Standard 8

Staff and volunteers are equipped with the knowledge, skills and awareness to keep children and young people safe through ongoing education and training.

[Click here for details about Child Safe Standard 8](#)

Standard 9

Physical and online environments promote safety and wellbeing while minimising the opportunity for children and young people to be harmed.

[Click here for details about Child Safe Standard 9](#)

Standard 10

Implementation of the Child Safe Standards is regularly reviewed and improved.

[Click here for details about Child Safe Standard 10](#)

Standard 11

Policies and procedures document how the organisation is safe for children and young people.

[Click here for details about Child Safe Standard 11](#)