

## NSW Sheep and Goat eID Saleyard Infrastructure Grant Program

Department	Department of Regional NSW – Primary Industries division
Grantee	[Enterprise name]
Project	Purchase and installation of eligible electronic identification (eID) items as part of the implementation of mandatory eID tagging for sheep and farmed goats in NSW



## Table of Contents

Background .....	3
Details .....	4
Special Conditions.....	5
Terms and Conditions .....	6
Definitions and Term .....	6
What you must do .....	7
About the Grant.....	9
Reporting and monitoring.....	10
Material and Information .....	11
Dealing with Risk.....	12
Terminating the Deed .....	13
Other Legal Matters.....	14
Executed as a deed .....	17
Schedule A – Project Plan .....	18
Attachment 1 - Sheep & Goat Electronic Identification - Planning and Design Form .....	19

## Background

- A. The NSW Sheep and Goat eID Saleyards Infrastructure Grant Program (“the Program”) provides a second round of funding to eligible saleyards for the costs associated with purchasing and installing eligible items as part of implementing mandatory individual electronic identification (eID) tagging for sheep and farmed goats within NSW.
- B. Eligible saleyards may apply for a Grant equating to the difference between their previously approved NSW Sheep and Goat eID infrastructure saleyard rebate scheme application total and the quoted costs provided in their approved Sheep & Goat Electronic Identification – Planning and Design Form, to a maximum of \$200,000.
- C. You have applied for a Grant under the Program.
- D. The Department will pay the Grant to you, and you agree to be responsible for delivering the Project and other obligations, as set out in this Deed.

## Details

<b>Department</b>	Name	The Crown in right of the State of New South Wales acting through the Department of Regional NSW
	ABN	19 948 325 463
	Division	Primary Industries
	Address	105 Prince St Orange NSW 2800
<b>Department's Authorised Officer</b>	Name	Kiowa Fenner
	Position	Director Sheep and Goat Traceability
	Address	105 Prince St Orange NSW 2800
	Telephone	[Phone number]
	E-mail	sheepgoateid@dpi.nsw.gov.au
<b>Grantee ('You')</b> <i>(The Grantee must be a legal entity eg. company, incorporated association, partnership, local council, individual, trustee).</i>	Name	[Insert name]
	ABN	[Insert ABN]
	Legal entity	[Insert name of legal entity]
	Business name	[Insert business name]
	Address	[Insert address]
<b>Your Authorised Officer</b>	Name	[Insert name]
	Position	[Insert position]
	Address	[Insert address]
	Telephone	[Insert phone number]
	E-mail	[Insert email address]
<b>Program</b>	NSW Sheep and Goat eID Saleyard Infrastructure Grant	
<b>Program Guidelines</b>	The published guidelines for the Program are available at this link, as may be updated from time to time: [insert link]	
<b>Project</b>	<p>Purchase and installation of eligible electronic identification (eID) items as part of the implementation of mandatory eID tagging for sheep and farmed goats in NSW. The Project is funded under the Program.</p> <p>Details of the Project are set out in:</p> <ul style="list-style-type: none"><li>• <b>Schedule A – Project Plan</b>; and</li><li>• <b>Attachment 1 - your approved Sheep &amp; Goat Electronic Identification - Planning and Design Form</b></li></ul>	
<b>Site</b> <i>(where the Project will be carried out)</i>	[Address of saleyard where the project will be carried out]	

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**Grant**

A maximum total amount of \$[Total grant amount] (GST exclusive).

The Grant covers the difference between your previously approved application total under the Rebate Scheme and the quoted costs provided in your approved Sheep & Goat Electronic Identification - Planning and Design Form.

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**Commencement Date** (of this Deed.)

The date on which this Deed is executed by the last party.

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## Special Conditions

You must:

- 1) not use the Grant for costs which you have claimed under prior Rebate Scheme funding;
  - 2) not pass on any NLIS scanning service fees to clients using equipment or software purchased using the Grant;
  - 3) ensure that your staff, who are required to support traceability within your business, attend mandatory training and complete an annual assessment up to 1 January 2027;
  - 4) return a survey or complete a face-to-face interview specific to the implementation of eID infrastructure annually up to 1 January 2027; and
  - 5) permit Departmental staff to attend your Site before 1 January 2025 to complete a full audit to assess any capability gaps and to educate you with any assisted compliance actions required to support traceability.
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# Terms and Conditions

## Definitions and Term

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### 1. Interpretation and Definitions

#### 1.1. Interpretation

Unless the context requires otherwise, in this Deed:

- (a) the terms defined in the Details have the meaning ascribed to them there;
- (b) where any time limit pursuant to this Deed falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
- (c) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
- (d) specific examples do not limit the meaning of general words introduced by “including” or “for example” or similar expressions;
- (e) monetary amounts are expressed in Australian dollars;
- (f) references to persons include bodies corporate, government agencies and vice versa;
- (g) references to the parties include references to respective directors, officers, employees and agents of the parties;
- (h) nothing in this Deed is to be interpreted against a party solely on the grounds that the party put forward this Deed or any part of it; and
- (i) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

#### 1.2. Definitions

Unless the context requires otherwise, in this Deed:

**Activity** means the activities and/or agreed results which you must achieve, as described in **Schedule A – Project Plan**, which are elements of the Project.

**Activity Period** means the period specified in **Schedule A – Project Plan** during which the Activity must be completed.

**Business Day** means any day other than a Saturday, Sunday or public holiday in NSW.

**Claim** means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs on a full indemnity basis.

**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 Deed.

**Data Breach** means any access to, or disclosure of, information in your possession or control which includes data (including Personal Information):

- (a) that the Department provided to you; or
- (b) that you have obtained in the course of carrying out the Activities;

unless such access or disclosure complies with this Deed.

**Deed** means this funding deed document and includes the Details, Special Conditions, Terms and Conditions, schedules, annexures or other documents cross-referenced in this deed.

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999*.

**Intellectual Property or IP** includes:

- (a) all rights in relation to copyright, inventions, plant varieties, trademarks, designs, patents; and
- (b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how, but does not include moral rights as defined in the *Copyright Act 1968* (Cth).

**Notice** means any approval, consent, instruction, direction, statement, request or certificate, or other communication one party gives to another party in writing under this Deed.

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

**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 those Acts.

**Project Material** means any data, reports, online content or other material created as part of or in performance of the Project, which you provide to the Department.

**Rebate Scheme** means the NSW Sheep and Goat eID Infrastructure Saleyard Rebate Scheme.

**Significant Asset** means an item of capital expenditure (such as equipment, infrastructure or facilities but excluding real property), the value of which exceeds \$5,000, which you acquire, create or upgrade wholly or partly with the Grant.

## 2. Term

- 2.1. This Deed will commence on the Commencement Date.
- 2.2. Unless terminated earlier, this Deed will end once you have completed the Project to the Department's satisfaction.

## What you must do

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### 3. Your general obligations

- 3.1. You must:
  - (a) ensure the Grant is used only for the approved Project;
  - (b) ensure each Activity is completed within the Activity Period in accordance with this Deed;
  - (c) comply with all Commonwealth, State and local government laws that are relevant to the Project, this Deed, or your registration as an entity;
  - (d) comply with all policies and reasonable directions the Department provides to you;

- (e) comply with the Program Guidelines; and
  - (f) not do anything that may cause damage to the reputation of the Department or the Program.
- 3.2. You represent and warrant that at the date you execute this Deed:
- (a) all information which you have provided to the Department is true and correct;
  - (b) you have full power and authority to enter into this Deed and to perform your obligations;
  - (c) you have the expertise and resources to perform your obligations under this Deed; and
  - (d) you are not aware of any circumstances, including any financial circumstances or litigation or other proceeding that are taking place, pending or threatened, which might affect your ability to perform the Deed or which may cause damage to the reputation of the Department or the Program.
- 3.3. You must promptly notify the Department as soon as you become aware of:
- (a) any material change to any representation and warranty given under this Deed, including if your financial circumstances change or you become subject to legal proceedings;
  - (b) any significant delay or suspension of the Project;
  - (c) your inability to proceed with the Project;
  - (d) any other matter that is reasonably likely to adversely affect your conduct of the Activities or your performance of this Deed;
  - (e) (where you own or lease the Site) your intention to sell or lease any part of the Site; or
  - (f) (where you do not own or lease the Site) a proposal to sell or lease any part of the Site, and, in consultation with the Department, you must take available steps to lessen the impact of any such adverse event.

#### **4. No overlap with other funding**

- 4.1. You agree that there must be no overlap between the Activities funded under this Deed and activities covered by any other funding arrangements you have entered into, or that you may enter subsequently.
- 4.2. You agree to:
- (a) notify the Department immediately of any existing or proposed funding arrangement that concerns the Project, the Activities or any related matters (**Related Funding**); and
  - (b) cooperate with the Department and the provider of the Related Funding to ensure that there is a clear distinction between the Activities funded by this Deed and the activities you are required to carry out under the Related Funding deed.

#### **5. Significant Assets**

- 5.1. During the term of this Deed you must:
- (a) record the Significant Assets in an asset register and keep that register current;
  - (b) be responsible for all maintenance costs relating to the Project including maintaining the Significant Assets;
  - (c) not demolish, eradicate, remove nor otherwise interfere with the Significant Assets; and
  - (d) retain ownership of the Significant Assets.
- 5.2. You hold the Significant Assets on trust for the benefit of the Department. Where you have purchased a Significant Asset partly with the Grant, you hold it on trust for the Department as to a proportionate share of the value of the Significant Asset. You must do all things which the



Department requests, including executing any necessary documents, to give full effect to, and protect, the trust created by this **clause 5**.

- 5.3. If you breach this **clause 5**, the Department may by Notice require you to repay the Grant or a portion of the Grant. You must repay that amount to the Department within 20 Business Days of the date of that Notice. The repayment amount will be a debt due and owing by you to the Department without the need for further proof.
- 5.4. If the Department terminates this Deed for your breach (**clause 20**) or for cause (**clause 21**) and requires delivery-up of Significant Assets, you must deliver-up to the Department any such required Significant Assets.
- 5.5. Subject to **clause 5.4** (Deliver-up Significant Assets), you cease to hold all Significant Assets on trust for the Department upon termination or expiry of this Deed.

## **6. Variations to the Project**

- 6.1. If you wish to vary the Project, including any Activity or other matter set out in **Schedule A**, you must first make a written request to the Department and provide such information as is reasonably required by the Department.
- 6.2. Following your request for a variation under **clause 6.1**, the Department will decide whether or not to approve your request in its sole discretion. No variation is approved until the Department notifies you in writing of its approval.

## **About the Grant**

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### **7. Project costs**

- 7.1. The Grant is the maximum amount the Department will pay you in respect of the Project.
- 7.2. You are responsible for any costs for the Project that exceed the Grant, whether or not you expected to incur such costs before signing this Deed.

### **8. Paying the Grant**

- 8.1. The Department will pay the Grant in one lump sum payment to you within 30 days of you exhausting your Rebate Scheme funds.
- 8.2. At any time the Department may request (verbally or in writing) that you provide copies of your receipts evidencing your expenditure of the Grant. You must provide those copies to the Department within seven days of the Department's request.

### **9. Repayment**

- 9.1. If the Department considers that any amount of the Grant:
  - (a) has been incorrectly claimed or overpaid;
  - (b) has not been spent in accordance with this Deed (including if spent on ineligible items);
  - (c) is surplus to the requirements of the Project; or
  - (d) is unspent upon termination or expiry of this Deed,

then the Department may, by Notice, require you to repay that amount to the Department within 20 Business Days or to otherwise deal with that amount as directed by the Department.

- 9.2. Any repayment the Department claims from you under this **clause 9** will be a debt due and owing by you to the Department without the need for further proof.

## **10. GST**

- 10.1. Unless otherwise indicated, all consideration for any supply under this Deed is exclusive of any GST imposed in relation to the supply.

- 10.2. If:

- (a) despite any other provision of this Deed, GST is imposed on a supply you make to the Department under this Deed; and
  - (b) the Department is or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply;
- the Department will pay you an additional amount equal to the GST imposed on that supply, at the time and in the manner payment is otherwise payable under this Deed in relation to that supply.

- 10.3. If you are not registered under the GST Law you will not be entitled to receive any additional amount as provided under this **clause 10**.

- 10.4. If for any reason the Department pays you an amount under this **clause 10** which is more than the GST imposed on the supply, you must repay the excess to the Department on demand or the Department may set off the excess against any other amounts due to you.

## **Reporting and monitoring**

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### **11. Reports**

- 11.1. If the Department requires, you must provide the Department with the following information within 10 days of a written request from the Department:

- (a) written progress reports; and
- financial statements of income and expenditure in respect of the Grant.

- 11.2. You must keep financial accounts and records relating to the Project so as to enable:

- (a) all receipts and payments related to the Project to be identified in your accounts; and
- (b) generation of an income and expenditure statement including:
  - i. a schedule of the Significant Assets acquired, sold, written-off or otherwise disposed of during each financial year; and
  - ii. a comparison of the income and expenditure against the budget.

### **12. Evaluation**

- 12.1. To assist the Department to monitor and evaluate the Project, the Program and your performance, you must, on reasonable notice and in a timely manner:

- (a) provide the data and progress reports as the Department may require;
- (b) make appropriate personnel available to meet with the Department;
- (c) make reliable and adequate records available to the Department;

- (d) allow the Department and its authorised representative reasonable access to the Site to inspect the conduct of Activities;
- (e) provide other information which the Department requires concerning the Project, your structure, your finances or your financial viability; and
- (f) participate in any survey or feedback regarding the Project or Program.

## Material and Information

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### 13. Intellectual Property

- 13.1. Intellectual Property in all Project Material vests in you.
- 13.2. You grant the Department a non-exclusive, irrevocable, royalty-free licence (including the right to sub-license) to use the Project Material for any purposes.
- 13.3. You warrant that the use of Project Material in accordance with this Deed will not infringe any third party's IP rights.

### 14. Confidential Information

- 14.1. Neither party may disclose the other's Confidential Information without its prior consent unless the disclosure:
  - (a) is required or authorised by law or by this Deed;
  - (b) is reasonably required by a person, including a contracted auditor of the Department, for purposes of this Deed;
  - (c) is to that party's own professional advisers for the purpose of obtaining advice; or
  - (d) in the case of the Department, is required:
    - i. by Parliament or the Department's responsible Minister; or
    - ii. for the Department to perform a governmental function including research and analysis in respect of the Program, monitoring performance of this Deed, evaluating the outcomes of the Program, and reporting on the Program.
- 14.2. 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.

### 15. Privacy and data

- 15.1. To the extent that you deal with Personal Information in conducting the Project, you must:
  - (a) comply with applicable Privacy Legislation;
  - (b) not cause the Department to breach any of its obligations under the *Privacy and Personal Information Protection Act 1998*;
  - (c) immediately notify the Department if you become aware of a Data Breach or other actual or potential breach of privacy; and
  - (d) include equivalent requirements regarding Personal Information (including this **clause 15**) in any subcontract you enter into for the provision of any of the Activities.

### 16. Public Announcements and Acknowledgement

- 16.1. You must:
  - (a) seek the consent of the Department prior to any public announcement about the Project and prior to you using any branding or logos of the Department or the NSW Government;

- (b) acknowledge the support of the Department, as directed by the Department from time to time:
  - i. in any public statements about the Project;
  - ii. on the home page of any web site established in connection with the Project; and
  - iii. on any equipment or other facility funded wholly or in part by the Department;
- (c) comply with the applicable NSW Government guidelines for acknowledging funding; and
- (d) use your best efforts to ensure that the Department and its Minister are given a reasonable opportunity to participate in media coverage or other promotion of the Project.

16.2. You agree that the Department may disclose information about the Project and the Grant in any media, such as media releases, social media, case studies, promotional material and in response to media enquiries.

## 17. Disclosure of Information

17.1. You acknowledge that the Department is required to publish detailed information about the Grant on the NSW Government Grants and Funding Finder at [nsw.gov.au/grants-and-funding](http://nsw.gov.au/grants-and-funding), except to the extent such information would identify individuals or otherwise conflict with the law. You must provide any information which the Department needs to meet those publication requirements including, where relevant, any funding amounts which you transfer to indirect grantees as downstream recipients.

## Dealing with Risk

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### 18. Insurance

- 18.1. You must maintain, during the term of this Deed:
- (a) a broadform public liability policy of insurance to the value of at least \$10 million in respect of each claim and unlimited in the aggregate as to the number of occurrences in the policy period; and
  - (b) workers' compensation insurance as required by all relevant laws of Australia relating to workers compensation.
- 18.2. You must not do, permit or suffer any act or omission that could lead to any of the policies referred to in this clause being vitiated or rendered void or voidable.
- 18.3. If requested by the Department, you must provide a copy of valid and current certificates of currency for each or any of the policies described above.
- 18.4. Without limitation to **clause 18.1**, each party warrants that it will maintain appropriate insurance to cover any liability it may incur in relation to this Deed.

### 19. Indemnities

19.1. You must indemnify and keep indemnified the Department, the Crown in right of the State of New South Wales and their officers, employees and agents against any loss (paid or payable including legal costs and expenses on a solicitor/own client basis) or liability by, or made

against, any of those indemnified arising directly or indirectly from any Claim by any person in connection with:

- (a) the Grant or the use of any outcomes from the Project;
- (b) your breach of this Deed;
- (c) any unlawful or negligent act or omission by you, your employees or your subcontractors in connection with this Deed;
- (d) any illness, injury or death of any person you, your employees or your subcontractors cause or contribute to, in connection with this Deed;
- (e) any loss or damage to real or personal property you, your employees or your subcontractors cause or contribute to, in connection with this Deed; or
- (f) any act or omission by you, your employees or your subcontractors in connection with this Deed that is in infringement of any Intellectual Property, or privacy rights of the Department or any third party.

19.2. Your liability to indemnify the Department under this clause:

- (a) will be reduced proportionately to the extent that the Department's negligent or unlawful acts or omissions, or those of its officers, employees or agents contributed to the relevant loss or liability; and
- (b) does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Deed.

## Terminating the Deed

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### 20. Termination by either party for breach

20.1. Where a party has breached this Deed:

- (a) the other party may give a Notice to that party requiring it to rectify that breach within 30 days of receiving that Notice; and
- (b) if the party which received the Notice fails to rectify that breach in time, the other party may terminate this Deed immediately by giving a further Notice.

### 21. Termination by Department for cause

21.1. The Department may terminate this Deed by Notice, with effect on the date stated in the Notice, if:

- (a) you close the saleyard at the Site prior to completing the Project;
- (b) you decide not to proceed with the eID requirements before installation is completed or you otherwise fail to complete the Project;
- (c) you have provided misleading or incorrect information in your application for funding or in reports, invoices or information you provide in connection with this Deed;
- (d) the Department considers that termination is necessary to avoid damage to the reputation of the Department or the Program;
- (e) you breach any of the following provisions: **clause 3.1** (Your General Obligations); **clause 3.2** (Warranties), **clause 5** (Significant Assets), **clause 18** (Insurance), **clause 14** (Confidential Information) and **clause 25.10** (Assignment);
- (f) the Department considers that there has been a material change in circumstances in your financial position, your structure or your identity; or
- (g) you become insolvent, if you are the subject of a debtors or creditors petition under the *Bankruptcy Act 1966*, or if you resolve to go into administration or liquidation or have a

summons for your winding up presented to a Court or enter into any scheme of arrangement with your creditors.

## 22. Consequences of termination

- 22.1. On termination or expiry of this Deed accrued rights and obligations are not affected.
- 22.2. Unless otherwise agreed, you must, within 10 Business Days of termination:
- (a) repay to the Department any unspent portion of the Grant;
  - (b) provide to the Department:
    - (i) any reports due or that the Department otherwise reasonably requests; and
    - (ii) any Project Material which the Department owns, or which is licensed to the Department under this Deed, in a format which permits the Department to exercise its IP rights in respect of that Project Material; and
  - (c) destroy any Confidential Information the Department has provided to you.
- 22.3. **Clauses 20 to 22** (Termination) do not limit the rights of a party under this Deed or at law.

## Other Legal Matters

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### 23. Dispute Resolution

- 23.1. If a dispute arises in relation to this Deed (“a **Dispute**”), a party must comply with this **clause 27** before starting arbitration or court proceedings except proceedings for urgent interlocutory relief.
- 23.2. A party claiming that a dispute has arisen must notify the other party giving details of the dispute (“**Dispute Notice**”) in accordance with the requirements of **clause 24** (Notices).
- 23.3. Following receipt of a Dispute Notice, each party must refer the Dispute to a senior representative, who does not have prior direct involvement in the Dispute and has authority to negotiate and settle the Dispute.
- 23.4. If the Dispute is not resolved within 10 Business Days, from the date the Dispute Notice is received by the party to whom the Dispute Notice is given, the party which gave the Dispute Notice must refer the Dispute for mediation by the [Australian Disputes Centre](#) (ADC) for resolution in accordance with the mediation rules of the ADC.
- 23.5. If the Dispute is not resolved within 40 Business Days after referral to mediation either party may initiate proceedings in court.
- 23.6. Each party must pay its own costs of complying with this clause and split the costs of the mediator evenly.

### 24. Notices

- 24.1. Unless otherwise stated in this Deed, all Notices to be given under this Deed must be in writing, and hand-delivered or emailed to the Authorised Officer specified in the Details.
- 24.2. The receiving party will be deemed to have received the Notice as follows:
- (a) if hand delivered, on the day on which it is delivered or left at the relevant address;

- (b) if sent by email before 5.00pm on a Business Day, the first of the following occurring:
  - i. when the sender receives an automated message confirming delivery; or
  - ii. four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered; or
- (c) if sent by email after 5pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.

24.3. Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

## 25. General

25.1. **Survival:** The following or expiry of this Deed: **clause 9** (Repaying), **clause 11** (Reports), **clause 12 (Evaluation)**, **clause 13** (Intellectual Property), **clause 14** (Confidential Information), **clause 15** (Privacy), **clause 18** (Insurance), **clause 19** (Indemnities), **clause 22** (Consequences of termination), **clause 23** (Disputes), **clause 25.3** (Keeping of records), **clause 25.13** (Governing law), this **clause 25.1** and any other clause which by its nature is intended to survive this Deed.

25.2. **Subcontractors:** You remain fully responsible for the performance of the Project if you subcontract the performance of any part of the Project.

25.3. **Keeping of records and rights of access to such records** You:

- (a) must keep complete and accurate records and books of account with respect to your performance of the Activities (the “Records”), and must retain such Records for a minimum of seven (7) years after expiry or termination of this Deed;
- (b) authorise the Department and its auditors to examine and inspect, at reasonable times and on reasonable Notice, any Project Material you hold, and allow any such Records to be copied; and
- (c) must provide all reasonable assistance in order for the Department and its auditors to properly carry out the inspections and audits referred to in this clause.

25.4. **Conflict of Interest:** You must not carry on or be involved in any capacity in an activity or business, which may conflict with, or adversely affect, your ability to carry out your obligations under this Deed, and you will immediately notify the Department in writing if such a conflict or risk of such a conflict arises.

25.5. **Entire Deed:** This Deed states all the express terms agreed by the parties as to the matters referred to in this Deed. It supersedes all prior contracts, obligations, representations, conduct and understandings between the parties relating to the subject matter of this Deed.

25.6. **Inconsistency:** If there is any inconsistency between provisions in this Deed then the order of precedence will be: the Details; then the Special Conditions; then these Terms and Conditions; then any Schedules or attachments; then the Program Guidelines.

25.7. **Negation of employment, partnership or agency:** This Deed does not create a relationship of agency, partnership, and/or employment between the parties. You must not represent

yourself as being an employee or agent of the Department or as otherwise able to bind or represent the Department.

- 25.8. **Severance:** If any part of this Deed is held to be invalid or ineffective, that part is removed from this Deed. If that happens, it does not affect the validity of what remains.
- 25.9. **Waiver:** If a party fails to exercise any of its rights under this Deed, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect estop a party from relying on the terms of this Deed to their full force and effect. Any waiver by a party of a breach of this Deed must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.
- 25.10. **Assignment:** You must not assign or novate your obligations or interests under this Deed, without the prior written consent of the Department.
- 25.11. **Counterparts:** This Deed may be signed in any number of counterparts which taken together will constitute one instrument.
- 25.12. **Electronic execution:** Each party agrees that the other may execute this Deed electronically as provided for in the *Electronic Transactions Act 2000*.
- 25.13. **Governing Law:** The laws of New South Wales govern this Deed and the parties submit to the non-exclusive jurisdiction of the courts in that State.



## Executed as a deed

### Department

Signed, sealed and delivered for and on behalf of the Crown in right of the State of New South Wales acting through the **Department** by its authorised signatory but not so as to incur personal liability:

Signature of authorised signatory

Signature of witness

Name of authorised signatory

Name of witness

Position of authorised signatory

Address of witness

Date

### You (Company/Organisation)

Signed, Sealed and delivered for on and on behalf of [Company/organisation name] Ltd in accordance with section 127 of the *Corporations Act 2001* by:

Signature of Director(1)

Signature of Director(2)/Company Secretary

Name of Director (1)

Name of Director(2)/Company Secretary

Date

Date

## Schedule A – Project Plan

**Program:** NSW is currently transitioning to mandatory individual electronic identification for sheep and goats. Individual electronic identification (eID) for sheep and goats is an enhancement to the existing mob-based system as part of the National Livestock Identification System (NLIS).

**Project:** By 1 January 2025, saleyards must have the capability to read eIDs on all sheep and farmed goats, record the movement of sheep and farmed goats to the saleyard PIC from the consignment PIC, and to the destination PIC after sale, in the NLIS database.

Details of the Project are summarised in the Table below.

**Program evaluation criteria:** By 1 January 2025, saleyards will have the required infrastructure installed and be capable of reading eIDs on all sheep and goats and recording these movements, providing required information, on the NLIS database.

**Acquittal requirements:** You must provide to the Department your receipts for the infrastructure which you have purchased and installed using the Grant funds.

### Project - Activities - Summary Table:

Description of Activities	Evidence of completion/compliance	Activity Period	Value of Infrastructure Under this Grant
Purchase and install eligible eID infrastructure, as per the Program Guidelines and as detailed in the approved Sheep and Goat eID Planning and Design Form ( <b>Attachment 1</b> ), which has not been claimed under the Rebate Scheme.	Receipts or other proof of payment	1 June 2024 to 31 January 2025	\$
		TOTAL GRANT	

# Attachment 1 - Sheep & Goat Electronic Identification - Planning and Design Form

*[Attach approved form]*

EXAMPLE