

Deed of Grant of Funds DOCCF6-168

This Deed is made this 21st day of October 2020.

BETWEEN the DIRECTOR-GENERAL OF CONSERVATION ("the Director-General")

AND

MATUKU RESERVE TRUST BOARD being a charitable trust incorporated under the Charitable Trusts Act 1957 ("you")

Background

- A. The Director-General is the head of the Department of Conservation *Te Papa Atawhai* ("DOC"). The Director-General can enter into agreements which help DOC perform its functions and is responsible for all funding decisions.
- B. DOC manages the DOC Community Fund ("DOCCF") on behalf of the Minister of Conservation. Within DOC, the Funds Team administers the DOCCF.
- C. The purpose of the Fund is to support community-led conservation projects on public and private land and waters.
- D. You have been allocated \$32,640 (plus GST, if applicable)¹ from the DOCCF ("the Grant") for the 1 year project entitled 'Growing Matuku Link' ("the Project"), subject to the conditions in this Deed.

¹ The term 'plus GST, if applicable' means in addition to the approved grant amount, GST is also payable if you are GST registered and provide tax invoices.

Contents of Deed

Background	1
Definitions.....	3
Interpretation	3
The Director-General and you Agree as follows.....	3
Your responsibilities.....	3
You must carry out the Project as specified.....	3
You must use the Grant as specified.....	3
You must prioritise the project and do all you reasonably can to complete it (your best endeavours).....	4
You must have the appropriate authorisation to undertake the Project.....	4
You must conduct the Project in a safe manner	4
You must have appropriate insurance	4
You must buy reasonably priced goods and services	4
You must promptly repay any overpayments.....	5
You must use any interest accumulated for the Project.....	5
You must keep proper accounts and records, and these may be audited.....	5
Information you must provide before payment.....	5
You must keep DOC regularly and promptly informed on the Project	6
You must allow DOC access to the Project.....	6
You must acknowledge assistance from the DOCCF.....	6
You must not transfer any of the rights or obligations of this Deed to anyone.....	6
Other details of the Deed	7
The Director-General may suspend or cancel this Deed and/or require repayment of funds if you fail to meet your obligations	7
If this Deed is cancelled, any rights or obligations accumulated up until the cancellation date still apply.....	7
DOC can share information about the Project	7
Use and copying of information about the fund is to be encouraged.....	7
The Director-General will manage requests for release of information	8
The Crown owns any Intellectual Property generated from the Project	8
The Director-General is not liable to you.....	8
Your relationship with the Director-General is purely one of Grantee	8
The Binding effect of this Deed.....	8
All Grant payments are subject to the availability of the DOCCF.....	8
Only the Director-General may make variations to this Deed.....	9
Any notification or warning under this Deed must be given in writing.....	9
This Deed remains valid even if Director-General fails to enforce its requirements.....	9
If any part of this Deed is invalid, it does not affect the validity of any other part.....	9
SCHEDULE 1 - The Grant, Conditions and Reporting Requirements	11
SCHEDULE 2 - Project Description and Objective(s).....	13

Definitions

"Community Agreement" means an agreement of the type specified in clause 5.

"Deed" means this Deed including its Schedules.

"DOC Funds Team" means the team that administers the DOC Community Fund ("DOCCF") and identified on page 14 of this Deed.

"Director-General" includes any employee, contractor or agent of the Director-General of Conservation acting on his behalf.

"Intellectual Property" means any literary, dramatic, musical, or artistic work, data, information, reports and materials both hard copy and electronic copy produced during, and as a result of carrying out, the Project. It includes any patent or copyright in any property belonging to one or both Parties that results from the Project.

"Project" means the Project specified in Schedule 2 of this Deed.

"Public Conservation Land" or "PCL" means land that is administered or managed by DOC.

Interpretation

Headings are included for ease of reference only and shall not affect interpretation of this Deed.

The Director-General and you Agree as follows

1. The Director-General GRANTS to you the sum set out in Schedule 1 (plus GST, if applicable) ("the Grant") to use for the Project.

Your responsibilities

You must carry out the Project as specified

2. You must carry out the Project under the conditions described in this Deed.

You must use the Grant as specified

3. You must only use the Grant for the purposes of, and within the scope of, the Project as described in this Deed.

You must prioritise the project and do all you reasonably can to complete it (your best endeavours)

4. You must use your best endeavours to carry out and complete the Project in the manner, by the dates, at the locations and within the costs described in this Deed.

You must have the appropriate authorisation to undertake the Project

5. If working on PCL, you must enter into a Community Agreement with your local DOC district office before starting the Project. That agreement must be valid for the same or greater length of time as the Project and will be facilitated by your DOC Relationship Manager. The Grant and release of any payments are conditional on the Community Agreement being completed to the satisfaction of the Director-General.
6. If you are working off PCL, you must have written permission from the landowner/s. By signing this Deed, you confirm that you have the appropriate authority and permission from the respective landowner/s to conduct the Project on their land.

You must conduct the Project in a safe manner

7. You must undertake the Project in a safe and reliable manner, and ensure, so far as is reasonably practicable, that you identify, assess and manage safety hazards and risks related to the Project. You must ensure there is a Health and Safety Plan (DOC can provide a template if required) in place. This must address the management of risks associated with the Project, including appropriate controls to minimise any risk to members of the public or visitors to the Project site.

You must have appropriate insurance

8. If you are working on PCL with DOC's approval under this Deed, the Community Agreement (see clause 5) must specify your insurance requirements.
9. If you are doing agreed work off PCL, DOC may also be able to cover you under its General Liability insurance if:
 - (1) you comply with DOC's Standard Operating Procedures and have a Health and Safety Plan accepted by DOC; or
 - (2) you follow your own operating procedures and have a Health and Safety Plan accepted by DOC.
10. Subject to clauses 8 and 9, you will need to arrange suitable insurance cover (sufficient to adequately cover the risk to you and to others, and their property) for work you are to carry out as a result of funding under this Deed, and whether or not you are doing the work off PCL.

You must buy reasonably priced goods and services

11. When buying goods or services for the Project, you must use appropriate processes (including tenders where appropriate) so that the costs incurred are reasonable and transparent.

You must promptly repay any overpayments

12. If you are overpaid on this Grant, you must promptly repay the overpaid amount.

You must use any interest accumulated for the Project

13. You must use any interest you earn on Grant funds to help achieve the Project's objectives.

You must keep proper accounts and records, and these may be audited

14. Schedule 1 lists what you may use the Grant for and describes the timing of Grant payments.
15. You must keep proper accounts and records for auditing purposes. DOC (at DOC's expense) may carry out auditing to check for financial consistency and progress towards the Project objective(s).
16. You must keep records associated with the Project and make them available for DOC to review, copy or use at any time during, and for at least 24 months after, Project completion.
17. You must provide the Funds Team with financial records covering the Grant and evidence of expenditure associated with the Project (including invoices, receipts, bank/financial statements, payslips). All expenses you claim against your Grant must be in line with the budget items listed in Schedule 1. The Director-General will not make any grant payment until the Director-General receives this information (excluding the first payment).

Information you must provide before payment

18. You must include with each claim for payment a:
 - (1) written report on your progress to meet the Project Objective(s) described in Schedule 2 (excluding the first payment), and at the end of the Project;
 - (2) invoice for the payment;
 - (3) summary of expenses spreadsheet;
 - (4) evidence of the listed expenditure, such as invoices, receipts, bank/financial statements or payslips.
19. The Director-General will not make any further grant payment after the first grant payment until they receive this information relating to the previous grant payment.
20. You must submit the reports referred to in clause 17 on the DOCCF templates available at www.doc.govt.nz/get-involved/funding/doc-community-fund/resources-for-successful-projects/. These templates are:
 - (1) DOCCF progress report;
 - (2) DOCCF summary of expenses spreadsheet;

- (3) DOCCF final report (to be submitted following completion of the Project).

You must keep DOC regularly and promptly informed on the Project

21. You must immediately inform the DOC Funds Team in writing if:
- (1) you are aware of any issue that may affect delivery of the Project or requires any substantial revision to this Deed, or that might lead to liability or enforcement action under any law or obligation.
 - (2) circumstances outside of your control make it impractical or impossible for you to meet your obligations.
 - (3) any enforcement action (infringement notice, abatement notice, enforcement order, prosecution etc.) is taken against you under any law, regulation, code, or standard.

You must allow DOC access to the Project

22. You must allow DOC free and timely access to any information related to the Project (particularly outcomes) for verification and whatever purpose the Director-General chooses.
23. DOC may request to enter your land or other property related to the Project for verification and other reasonable purposes. You must not unreasonably refuse entry to your land and you must reasonably facilitate DOC's access to other property.
24. DOC must check with you in advance and comply with any reasonable requests relating to the time and manner of entry.

You must acknowledge assistance from the DOCCF

25. You must appropriately acknowledge the assistance of the Fund in all publications and publicity resulting from the Project by making specific reference to it. The Director-General may specify the form and content of that acknowledgement.

You must not transfer any of the rights or obligations of this Deed to anyone

26. You must not assign or transfer any right, benefit or obligation of this Deed to anyone without the written approval of the Director-General. (It is considered an assignment if you are sold or any of your share capital is transferred.)
27. If you do get written approval to an assignment, the assignment does not release you from any obligation of this Deed, unless specifically stated in the approval.

Other details of the Deed

The Director-General may suspend or cancel this Deed and/or require repayment of funds if you fail to meet your obligations

28. The Director-General may suspend or cancel this Deed, and /or require you to repay all or part of the Grant, if:

- (1) you fail to suitably or promptly perform, any of your obligations under this Deed;
- (2) you fail to meet reporting requirements within the expected timeframe and have not contacted the Funds Team about this for longer than 6 months;
- (3) you are or become insolvent or bankrupt, or go into receivership or liquidation;
- (4) you become directly or indirectly owned or controlled by someone else;
- (5) the Director-General reasonably considers that anything about the Project:
 - (i) may bring DOC or the Project into disrepute; or
 - (ii) has become undesirable considering the objective(s) of the Project or the Director-General.

If this Deed is cancelled, any rights or obligations accumulated up until the cancellation date still apply

29. Suspension or cancellation of the Deed does not affect the rights, claims or obligations of either Party that have accrued up until that date.

DOC can share information about the Project

30. You give DOC permanent permission to share information about the Project (including on DOC's website).

Use and copying of information about the fund is to be encouraged

31. In all publications about the Project, both Parties must state that use and copying of information is encouraged.

The Director-General will manage requests for release of information

32. The Director-General will manage any requests to either Party for the release of information in relation to the project in accordance with the Official Information Act 1982 and the Privacy Act 1993.

The Crown owns any Intellectual Property generated from the Project

33. The rights to ownership of any Intellectual Property produced as a result of the Project are, and remain, the property of the Crown acting through the Director-General, unless there is a written agreement stating otherwise.

The Director-General is not liable to you

34. You must quickly remedy, and protect DOC from, any damage, loss or cost that you cause or contribute to in relation to the Project.
35. The Director-General is not liable (including in negligence) to you for any direct or indirect damage, loss or cost in relation to the Project.
36. You do not have DOC's authority to say or to do anything for DOC.

Your relationship with the Director-General is purely one of Grantee

37. No partnership, joint venture, principal/agent or employer/employee relationship exists between you and the Director-General regarding the Project.

The Binding effect of this Deed

38. The legally binding effect of this Deed extends to both Parties' partners, successors, executors, administrators, assigns and legal representatives.

All Grant payments are subject to the availability of the DOCCF

39. All Grant payments are subject to the availability of, or reductions in, the DOC Community Fund.

Only the Director-General may make variations to this Deed

40. This Deed records the full agreement between the Parties. Only the Director-General may make variations to this Deed. You must make any request for a variation to the DOC Funds Team. Any approved variation must be in writing, signed by both you and the Director-General, and then attached to this Deed.

Any notification or warning under this Deed must be given in writing

41. Any legal notification or warning must be in writing and given by personal delivery, pre-paid post or email addressed to the receiving Party at the contact address provided in Schedule 1. This notification will be considered received on the date a personal delivery is made, five working days after the letter is posted, or on the date the email is sent.

This Deed remains valid even if Director-General fails to enforce its requirements

42. Failure or neglect by the Director-General at any time to enforce any of the requirements of this Deed does not set aside DOC's rights under it, nor affect the validity of any part of the Deed or affect the Director-General's rights to take further action.

If any part of this Deed is invalid, it does not affect the validity of any other part

43. Any illegality, or invalidity or unenforceability of any requirement in this Deed does not affect the legality, validity or enforceability of any other requirements.

The Parties have read, understood and agreed to every clause of this Deed. The Parties have executed this document as a deed on the date stated at the top of page 1.

Signed by Kees Hyink,
Funds Manager
under an Instrument of Delegation dated
19 March 2016 from the Director-General of
Conservation in the presence of:

)
)
)
)
)

Witness Signature:

9(2)(a)

Witness Name:

Sean Sutton

Witness Occupation:

Funds Advisor

Witness Address:

Conservation House

Wellington 6143

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.

Signed for and on behalf of the
Matuku Reserves Trust Board by

)

John Peter Sumich

Trustee's Name

9(2)(a)

Trustee's Signature

John Edwin Staniland

Trustee's Name

Trustee's Signature



SCHEDULE 1

The Grant, Conditions and Reporting Requirements

The Director-General grants to you the sum of \$32,640 (plus GST, if applicable).

Project budget Year 1	Total cost	DOCCF funding
Volunteer Coordinator – 9(2)(a) [REDACTED]	\$20,400	\$16,230
Communication – [REDACTED] [REDACTED]	\$12,240	\$9,792
Organise trappers and baiters – [REDACTED] [REDACTED]	\$8,160	\$6,528
Total Year 1 (excluding GST)	\$40,800	\$32,640

1. The Grant will be paid as follows:
 - a. the first, of \$16,320 (plus GST, if applicable) on the signing of the Deed;
 - b. the second payment of \$13,056 (plus GST, if applicable) 6 months, or earlier, after the signing of the Deed, and/or subject to providing the DOC Funds Team with a progress report that is satisfactory to the Director-General which confirms the full and appropriate expenditure of payment one;
 - c. the third payment of \$3,264 (plus GST, if applicable) 12 months, or earlier, after the signing of the Deed, and/or subject to providing the DOC Funds Team with a progress report that is satisfactory to the Director-General which confirms the full and appropriate expenditure for the entire grant;

Project duration: maximum 12 months from signing of this Deed.

2. Contact Details

Dr John Sumich

Trustee

Matuku Reserves Trust Board

[REDACTED]

[REDACTED]

Phone: 09 818 5267

Email: matukulink@gmail.com

Sean Sutton

Funds Advisor

Department of Conservation

PO Box 10-420

Wellington 6143

Phone: 9(2)(a) [REDACTED]

Email: sesutton@doc.govt.nz

SCHEDULE 2

Project Description

Funding for a paid coordinator to continue increasing the pest control, monitoring, growing and planting efforts of the volunteer community

Project Objectives

Increase capacity to host volunteers to work in nursey, do site prep, plant, and weed.
Plant 5,000 new plants/shrubs/trees/carex over 4,500m ² and grow 7,000 plants/shrubs/trees/carex
Continue baiting (220 bait stations), trapping (65 DOC 200s every fortnight and 20 Goodnature traps four times), rat and bat monitoring, puweto surveys and pateke sightings.

Progress Report

DOC Community Fund – Pūtea Tautiaki Hapori

Project title	Growing Matuku Link		
Organisation name	Matuku Reserve Trust Board	Contact name	John Sumich
DOCCF ref number	DOCCF 6 - 168	Email address	matukulink@gmail.com
Date	12-04-2021	Phone number	09-5536888
Amount requested (as per deed)	\$13,056 (excl. GST)	Payment number (as per deed)	second

Details

Please email the following to doccf@doc.govt.nz:

- **This completed progress report form**
- **Summary of expenditure** listing all expenses claimed under the grant (please use the same spreadsheet for the entire project as a running total)
- **Proof of expenditure** by attaching invoices and/or receipts that correspond with the expenses listed in the summary of expenses
- **Invoice** for payment that matches the amount listed in your Deed of Grant

Templates of these documents can be found on [our website](#).

Project progress

Provide a brief update (250 words max) on progress towards your KPIs/Project Objective(s)

Working with volunteers:

- Regular volunteer Tuesday session in the nursery growing our native plants – every Tuesday morning from 9 am to 1 pm
- Monthly Working Bee session on Third Sunday of the month from 10 am to 1 pm
- coordinated installation of sheds, functioning toilets and upstairs space in barn.

Predator control & monitoring

- Predator control coordination for traps and baiting rounds (traps serviced every fortnight, bait round done last week of December and currently being organised for last weeks of April)
- two fish monitoring rounds after installation of fish ladder
- annual Puweto survey with volunteers and Zoo team

Communication:

- fish ladder video on our YouTube channel
- organised drone video
- monthly newsletter on activities
- organised and communicated the annual Open Day with 10+ stalls of other NGO's and sustainable groups, visited by around 400 people to celebrate World Wetland Day
- organised and communicated the VIP Kayak Day with 80 people experiencing the wetland from a unique perspective.

Grantee Statement

I confirm that all information contained in this document (and any supporting information attached) is accurate.

John Sumich

16-4-2021

Name

Date

Note: By typing your name into the space provided you are electronically signing this progress report.

Final Report

DOC Community Fund – Pūtea Tautiaki Hapori

Project title	Growing Matuku Link		
Organisation name	Matuku Reserve Trust Board	Contact name	John Sumich
DOCCF ref number	DOCCF 6 - 168	Email address	matukulink@gmail.com
Date	10-12-2021	Phone number	09-5536888
Amount requested (as per deed)	\$3,264 ex gst	Payment number (as per deed)	final

Details

Please email the following to doccf@doc.govt.nz:

- **This final report form** with the key statistics section completed
- **Summary of expenditure** listing all expenses claimed under the grant for the entire project duration
- **Proof of expenditure** by attaching invoices and/or receipts that correspond with the most recent expenses listed in the summary of expenses
- **Invoice** for payment that matches the amount listed in your Deed of Grant

Templates of these documents can be found on [our website](#).

Please note, before you can claim the final instalment the full amount of the grant must be expended. If you have not fully expended the grant, please get in touch with the Funds Team.

Project Objectives

Objectives (as per Deed)	Achieved (Y/N)	Comment
-		
Increase capacity to host volunteers to work in nursery, do site prep, plant and weed	Y	Unfortunately with three lockdowns in Auckland we had less groups through than usual, and our nursery working bees had to be cancelled 10 times. We were still able to care for all our plants in the nursery and (see below) grew at least 10,000 plants/trees/shrubs.
Plant 5000 new plants/shrubs/trees/carex over 4500m2 and grow 7000 plants/shrubs/trees	Y	Absolutely made that happen, in a slightly different way than we thought with the absence of groups due to lockdowns, but all plants that were ready have been planted and another 10,000 are waiting and growing for next planting season.
Continue baiting (220 bait stations) trapping (65 DOC200 every fortnight and 20 GoodNature traps four times) rat and bat monitoring, puweto surveys and pateke sightings	Y	This is a continued effort that hasn't been much influenced by lockdowns as we have incredible caretakers living on the property who took over the traplines during the Auckland lockdowns. We had just finished the August baiting round before lockdown. The scheduled Puweto survey with volunteers and the Zoo had to be postponed but will be done end of summer

Comments

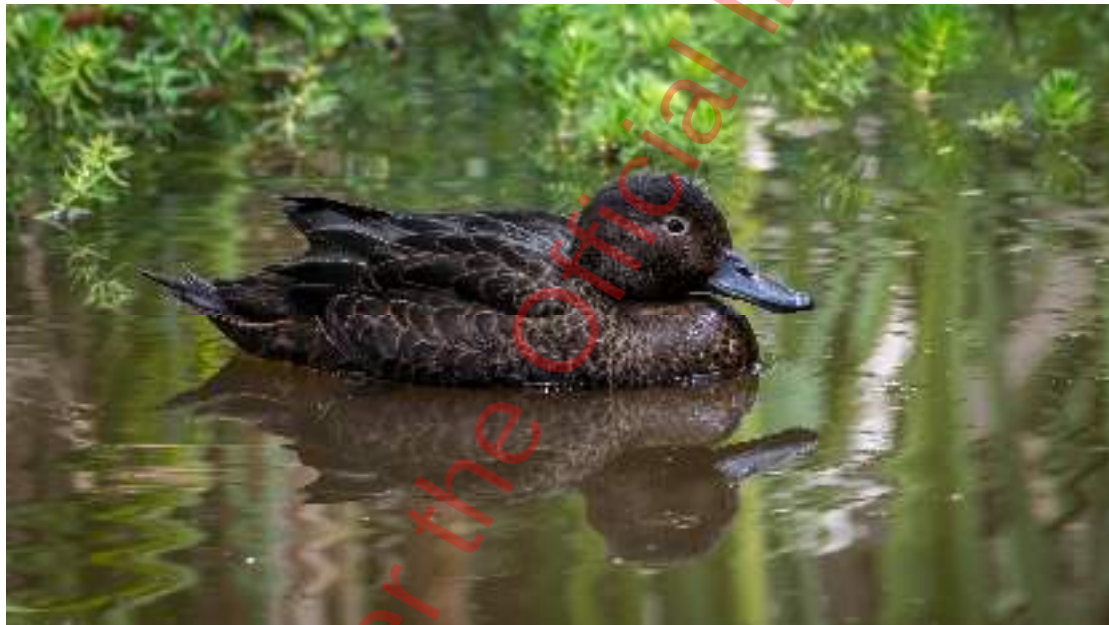
Anything else you wish to tell us about your project

The period covered by this funding agreement ran for a year from October 2020 to October 2021. In that period we had two 'snap' lockdowns in Auckland (in February and March) and a very long lockdown from Mid August to mid November. This was in the middle of our planting season when we usually have many groups visit us to help out with planting. This impacted our volunteer hours unfortunately, but we're currently running double the number of working bees to do 'search and rescue' (weeding) with volunteers, though those hours aren't included in this funding agreement as they are outside of the period covered.

Feedback

We welcome all feedback to help improve the fund, thank you!

Thank you for supporting us, it has made a huge difference. We've managed to establish a weekly working bee in our nursery which almost runs by itself now. Nga mihi nui! (images: pateke - brown teal, picture taken on site, volunteers after a planting - pre lockdowns, volunteers working in the nursery)





Key Statistics

Provide key statistics on what your project achieved (only provide data for the category which was funded by the DOCCF grant).

Primary Focus Area	Measure	Description of measure	Data
Predator Control	Area controlled for animal predators	Total hectares where animal predators were controlled	37 ha + 120 ha
	Funds invested in predator control	Total amount of money invested in predator control from both the DOC Community Fund and external sources (\$6528 from DOCCF fund, extra funds of \$5000 covered audio survey, materials, other costs)	\$11,528
Threatened Species	Estimated population size of target species in the project area	Number of the target species present in the project area. For example, if protecting kōkako, list the number present List each target species and	Matuku / Australasian Bittern – surveys over several years with audio recorders recorded between 3 and 7 booming males

		estimated population size	Puweto / Spotless Crane – surveys with Auckland Zoo and volunteers with playback recorded between 15 and 21 different call backs Pateke / brown teal – 100 in total released since 2017, not monitored but increasing numbers of sightings recorded by locals and volunteers – even up to Goldies Bush area.
Ecosystem Restoration	Area treated for weeds	Total hectares where weeds were controlled	5 ha
	Area restored by plantings	Total hectares restored by plantings	1 ha
	Length of new fencing constructed	Total length of new fencing constructed in the project area	n/a
	Funds invested to protect or restore our terrestrial, freshwater and marine habitats	Total amount of money invested from both the DOC Community Fund and external sources (DOCCF funding to coordinate and communicate volunteers to do this work was \$25,922 (plus predator control as above), external funds added another \$12,790)	\$ 38,712
Wellbeing	Number of hours of conservation activities undertaken by volunteers	Total hours volunteered by all volunteers. For example, if 8 volunteers work an 8-hour day, the total hours would be 64.	4673
Financial	Additional funding leveraged for conservation initiatives	Total amount of money received in-kind, as a contribution, or through a grant (excluding the DOCCF grant). (This is a conservative approximation for traps, baits, lure, pots, potting mix, trowels, stakes etc donated or sold at a large discount) . This is excluding the time volunteers spend on this work, which at a liveable wage of \$22 is a total of value of \$102,806	\$ 10,000

Grantee Statement

I confirm that all information contained in this document (and any supporting information attached) is accurate.

John Sumich

9 December 2021

Name

Date

Note: By typing your name into the space provided you are electronically signing this final report.

**DOC Community Fund - Pūtea Tautiaki Hapori
Summary of Expenses (GST registered)**

**Use this form if you are registered for GST. All expenses should be listed as GST exclusive.
If you are not registered for GST please use the other form in the 'non-GST registered' tab below.**

DOCCF reference number: DOCCF6-168

Running total of instalments (as received from DOCCF grant)			
Date (dd/mm/yyyy)	Instalment number (list only the instalments you have received)	Amount (GST Exclusive)	Any general comment / notes
1/10/2020	1	\$16,320.00	
	2	\$13,056.00	
	3	\$3,264.00	to be received in this installment
	4 (if applicable)	\$0.00	
	5 (if applicable)	\$0.00	
	6 (if applicable)	\$0.00	
	7 (if applicable)	\$0.00	
Subtotal instalments: (will calculate automatically)		\$32,640.00	

Running total of expenditure (as paid out from DOCCF grant)					
Date (dd/mm/yyyy)	Supplier / Contractor	Summary of expenditure (Aligns with the budget items in schedule one of your Deed)	Amount (GST Exclusive)	Invoice number	Any general comment / notes
30/11/2020	Art Ants - Annalily van den Broeke	volunteer coordination, communication, pest control coordination		20201130	
3/01/2021	Art Ants - Annalily van den Broeke	volunteer coordination, communication, pest control coordination		20201227	
10/02/2021	Art Ants - Annalily van den Broeke	volunteer coordination, communication, pest control coordination		20200210	
18/03/2021	Art Ants - Annalily van den Broeke	volunteer coordination, communication, pest control coordination		20200315	
11/04/2021	Art Ants - Annalily van den Broeke	volunteer coordination, communication, pest control coordination		20200411	Overspend is paid for by the organisation itself.
Second period			\$0.00		
19/05/2021	Art Ants - Annalily van den Broeke	volunteer coordination, communication, pest control coordination		20210519	
5/06/2021	Art Ants - Annalily van den Broeke	volunteer coordination, communication, pest control coordination		20210605	
10/07/2021	Art Ants - Annalily van den Broeke	volunteer coordination, communication, pest control coordination		20210710	
18/08/2021	Art Ants - Annalily van den Broeke	volunteer coordination, communication, pest control coordination		20210818	
15/09/2021	Art Ants - Annalily van den Broeke	volunteer coordination, communication, pest control coordination		20210915	
18/10/2021	Art Ants - Annalily van den Broeke	volunteer coordination, communication, pest control coordination		20211018	
16/11/2021	Art Ants - Annalily van den Broeke	volunteer coordination, communication, pest control coordination		20211116	
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
Subtotal Expenses: (will calculate automatically)					
Balance remaining: (will calculate automatically)			9(2)(b)(ii)	If you have spent less than you have received, please explain why in your progress report	

Use this form if you are not registered for GST. All expenses should be listed as GST inclusive.
If you are registered for GST please use the other form in the 'GST registered' tab below.

Running total of instalments (as received from DOCCF grant)			
Date (dd/mm/yyyy)	Instalment number (list only the instalments you have received)	Amount (GST Inclusive)	Any general comment / notes
	1	\$0.00	
	2	\$0.00	
	3	\$0.00	
	4 (if applicable)	\$0.00	
	5 (if applicable)	\$0.00	
	6 (if applicable)	\$0.00	
	7 (if applicable)	\$0.00	
Subtotal instalments: (will calculate automatically)		\$0.00	

Date <i>(dd/mm/yyyy)</i>	Supplier / Contractor	Summary of expenditure <i>(Aligns with the budget items in schedule one of your Deed)</i>	Amount <i>(GST Inclusive)</i>	Invoice number	Any general comment / notes
			\$0.00		
			\$0.00		
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			\$0.00		
Subtotal Expenses: (will calculate automatically)			\$0.00	If you have spent less than you have received, please explain why in your progress report	
Balance remaining: (will calculate automatically)			\$0.00		