

NSW RESPONSIBLE OYSTER FARMER TRAINING PROGRAM PROJECT APPLICATION & REBATE FORM

Please note these guidelines & forms were updated in March '23

BACKGROUND

The oyster industry attracts people from all backgrounds, from hobby farm retirees to multiple-generational farmers operating across the state. Reflecting this diversity, the knowledge, skills and professionalism of farmers varies considerably.

To provide a baseline level of knowledge across a broad range of topics, a training program has recently been custom-built for the NSW Oyster Industry. These materials have been created by OceanWatch Australia, in close partnership with NSW Farmers Association, NSW Food Authority, NSW Aquaculture Administration & Management, and NSW DPI Biosecurity.

This training has been extended via a series of face-to-face sessions and will shortly be available through an online learning platform. The training is free and open to everyone in the industry; permit holders as well as staff. For more information on training, please visit nswoysters.com.au or contact Laura Stoltenberg on 0456935998 / Laura@oceanwatch.org.au.

To encourage implementation of best-practice and responsible actions, the training has been linked with a rebate program administered by NSW Farmers Association. Every Class-A aquaculture permit holder can apply for a \$3,000 (ex. GST) rebate on eligible items and activities.

This paperwork outlines eligibility criteria, the application process, and the necessary forms.

QUESTIONS

If you have any questions regarding the application and rebate process, please contact:

- Andy Myers (NSW Farmers Association, Oyster Projects Manager)
M: 0488656366
E: Myersa@nswfarmers.org.au

ACKNOWLEDGMENT

This Bushfire Local Economic Recovery project is jointly funded by the Australian and the NSW Governments under the Disaster Recovery Funding Arrangements.

ELIGIBILITY

Applicants are considered eligible for the rebate if they can fulfil the following criteria:

1. Applicants must be a current Class-A Aquaculture Permit Holder in NSW at the time of application. Please note that permits held by a company or in multiple names may only apply for one rebate.
2. Applicants must have completed all training modules, either in-person or online.
3. Applicants must be able to prove that the project meets the 1:1 co-contribution requirement through in-kind assistance (eg. labour, use of machinery) or financial contributions. See project budget on page 7.
4. Applicants need a minimum public liability insurance of \$10 million
5. The project must be completed and reported by 1st May 2023.

FUNDING AVAILABLE & USE

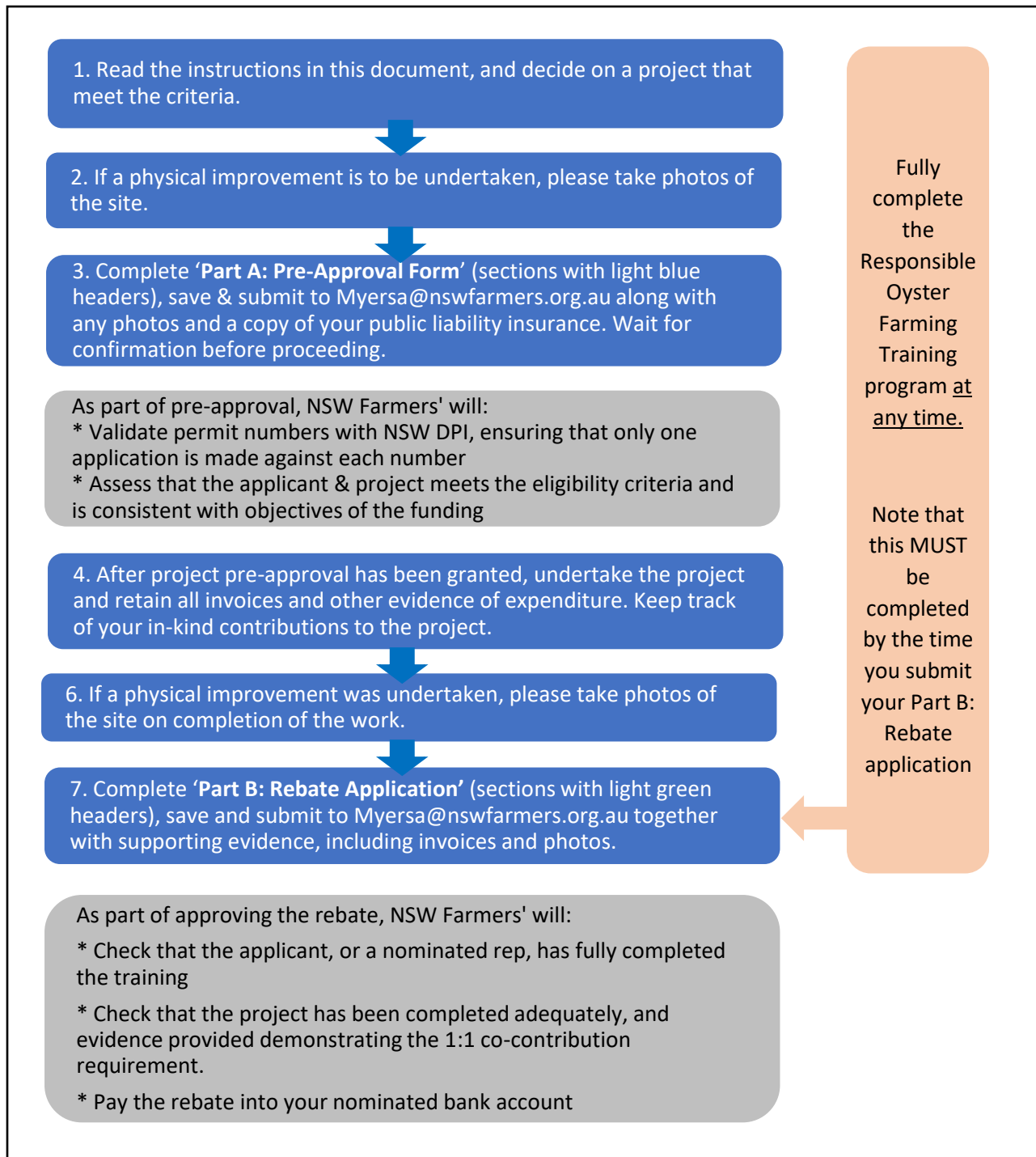
- A total of \$810,000 is available to devolve to NSW Class A Aquaculture permit holders.
- Based on the current number of permits, this equates to a \$3,000 rebate / permit number.
- Should the training & rebate program be under-subscribed by 1st May 2023, eligible applicants may receive a rebate more than \$3,000 provided the 1:1 co-contribution requirement is maintained.
- ~~Rebates may only be applied to equipment purchased, and costs incurred after your project has been pre-approved by NSW Farmers.~~

UPDATE MARCH 2023: The rebate can now be used for equipment purchased, and costs incurred, anytime during the 22-23 FY, provided the project meets other eligibility criteria, including the 1:1 co-contribution requirement. Proof of expenditure in the form of tax invoices will be required, as will photo evidence of the work that's been completed.

Examples of eligible items:	Ineligible items:
<ul style="list-style-type: none"> • Best-practice cultivation infrastructure • Disposal costs of redundant infrastructure • Solar panels • Workplace health & safety equipment • Professional development courses • Outboard upgrades • Shed sprinkler systems • Membership of industry associations • Purchase of spat • Wet-storage tanks 	<ul style="list-style-type: none"> • Funding cannot be used to cover the cost of staff or payments to oneself. These costs should be recorded as in-kind to the project. • Items that are not considered best-practice, or environmentally responsible • Items that have previously been claimed under other NSW or Australian Government support programs • Items purchased before the date of pre-approval (see update above) • Other costs deemed ineligible by NSW Farmers' Association
<p>Should you be unsure of project eligibility, please contact Andy to discuss before submitting your application.</p>	

HOW TO APPLY

UPDATE MARCH 2023 - If applying for a retrospective project, applicants can submit Part A and Part B at the same time. You will still need to provide a copy of your public liability insurance.



PART A: PRE-APPROVAL FORM (LIGHT BLUE SECTIONS)

A1: APPLICANT & BUSINESS DETAILS

Business name (incl. trading name)	
ABN	
Name of applicant	
Class-A Aquaculture Permit holder number	
Postal address	
Registered business address	
Phone number	
Email address	
Do you have a minimum public liability insurance of \$10m?	Please attach a copy of your insurance certificate to the email when you submit Part A.
Are you a member of NSW Farmers Association? <i>If "yes" please provide member number (if known)</i>	

A2: DUPLICATION

Have you, or anyone named on your permit, previously applied for this rebate?	
Have you, or anyone named n your permit, received funding from other NSW or Australian Government support mechanism for this project?	

A3: DETAILS OF PROJECT

<p>Please provide an overview of your project.</p> <p>Please include details such as:</p> <ul style="list-style-type: none">• Objective of the project• How will this benefit your business?• Timeframe• Personnel involved	
<p>Does your project implement any learnings from the NSW Responsible Oyster Farmer Training Program? (ie. Does it help adopt best-practice, or responsible practice?)</p>	

How will the works / improvements be maintained?	
What is the proposed completion date of the project? (Please factor in two weeks for assessment of the pre-approval form)	
Are approvals required before this project can go ahead? If so, please attach written approval from the consent authority.	

A4: BUDGET

Calculation of in-kind contributions

- Labour should be calculated at \$50/hour, or the market rate, whichever is higher
- Technical advice supplied by recognised professionals should be calculated at \$80/hour, or the market rate, whichever is higher
- Use of vessel & equipment should be calculated at \$80/hour, or the market rate, whichever is higher. (ie. a vessel & driver should be calculated at \$130/hour)

IMPORTANT NOTE: Depending on uptake, NSW Farmers' may be able to increase rebates to more than \$3,000 + GST. To enable the efficient distribution of additional funds, it is recommended that your co-contribution to the project well-exceed the 1:1 minimum requirement.

Activity to be undertaken	Description of item, quantity & cost per unit (Number or time @ \$ per unit)	A. Rebate requested (Cash) (\$)	B. Applicant Contribution (Cash) (\$)	C. Applicant Contribution (In-kind) (\$)	D. Total activity costs: A+B+C (\$)
		All figures are GST exclusive			
Cultivation infrastructure equipment & materials ^					
Labour					
Consultants or contractors					
Equipment hire / purchase					
Other materials					
Other (specify)					
Total Funding					

^ Purchase of 2nd hand gear is permitted, so long as a valid tax invoice can be produced

A5. ACKNOWLEDEMENT OF TERMS & CONDITIONS

I acknowledge and agree to the Terms & Conditions outlined on pages 9 - 11, and confirm all information in Part A is true and correct.

Name	
Signature	
Date	

If you do not have an electronic signature, please tick here to acknowledge the terms & conditions outlined on pages 9-11.

Once all sections of the Pre-Approval Form (Part A) have been filled in, please submit with any photos to Andy Myers at myersa@nswfarmers.org.au. Photos may be submitted to Andy via SMS on 0488656366. Please also attached a copy of your Certificate of Currency.

Please do not commence your project, or purchase materials, until you have received pre-approval for your project from NSW Farmers. Failure to secure pre-approval may lead to your project to be ineligible for the rebate program.

<u>PRE-APPROVAL FROM NSW FARMERS ASSOCIATION</u>		For office use only
Pre-approval for rebate of		
Name of NSW Farmers representative		
Position at NSW Farmers		
Signature		
Date		
Contact phone		
Contact email		

Should you wish to vary your project after pre-approval, please contact Andy as soon as possible. You may be required to submit new paperwork to reflect the amendments.

TERMS & CONDITIONS

1. DEFINITIONS

- 1.1. Permit – Class-A Aquaculture Permit: Class A permits authorise extensive (no supplementary feeding) aquaculture on public water land (submerged Crown land) that is subject to an aquaculture lease. See www.dpi.nsw.gov.au for more details.
- 1.2. Training – NSW Responsible Oyster Farmer Training Program. This is a formal training and assessment program for oyster farmers, helping to demonstrate commitment to responsible and sustainable farming practices. This training program is a custom-build, standardised program that provides a baseline of knowledge about the NSW oyster industry and industry best practice as outlined in OISAS

2. ELIGIBILITY

- 2.1. To be eligible to apply, the applicant must fulfill the following criteria:
 - a) be a current Class-A Aquaculture Permit Holder in NSW at the time of application.
 - b) have completed all training modules either in-person or online and be able to produce a certificate of completion if requested;
 - c) be able to prove that the project meets the 1:1 co-contribution requirement through in-kind assistance (eg. labour, use of machinery) or financial contributions;
 - d) have a minimum public liability insurance of \$10 million; and
 - e) the project must be completed and reported by 1st May 2023.
- 2.2. Holder of a Permit is eligible for one rebate only. When a permit is held by a company or in multiple names, only one rebate may be applied for each permit.
- 2.3. The applicant must provide a copy of paid tax invoice (s), receipt(s), or proof of purchase and other required documentation with completed form to the NSW Farmers Association. Freight costs can be covered by the rebate if these costs of incurred in pursuit of best practice.

3. REBATE

- 3.1. Effective from 4th October 2022, a total of \$810,000 + GST is available to be devolved to NSW Class A Aquaculture permit holders.
- 3.2. The maximum rebate available is \$3,000 + GST (ie. \$3,300 incl. GST) for each permit.
- 3.3. Should the training & rebate program be under-subscribed by 1st May 2023, eligible applicants may receive a rebate more than \$3,000 + GST provided the 1:1 co-contribution requirement is maintained.
- 3.4. Rebates are designed to help growers implement best-practice and engage in activities that advance the productivity and profitability of their business. There is flexibility in the items & actions that can be funded however pre-approval is required in all cases from NSW Farmers.

4. WARRANTIES AS TO TIMING & COMPETENCE

- 4.1. You warrant that, to the best of your knowledge, there are no serious planning, construction, zoning or other impediments that exist which may impede your delivery of the Project on time.
- 4.2. You warrant that you have the necessary expertise (or can subcontract experienced and qualified personnel) to deliver the Project on time.

5. BUILDING WORK

- 5.1. If your Project involves building work (as defined in the *Building and Construction Industry (Improving Productivity) Act 2016 (Cth)*), you must engage accredited builders under the Work Health and Safety Accreditation Scheme.
- 5.2. You must make compliance with the most recent Building Code of Australia a condition of tender if you are engaging contractors and subcontractors on the Project.

6. TERM

- 6.1. Unless terminated earlier, the project will end once you have completed the Activities to the satisfaction of NSW Farmers Association, and the rebate has been claimed.

7. YOUR OBLIGATIONS

- 7.1. You must ensure that the rebate is used only for the approved project
- 7.2. You must comply with the reporting requirements requested
- 7.3. You must comply with all Commonwealth, State and Local government laws that are relevant to the project, and your registration as an entity
- 7.4. You must manage the Project with all due skill and care including in relation to financial management, project planning and risk management
- 7.5. Meet the 1:1 minimum co-contributions requirements agreed in your pre-approval.

8. PROJECT VARIATIONS

- 8.1. If you wish to vary your pre-approved project, you must first make a written request to the NSW Farmers' Oyster Project Manager and provide such information as is reasonably requested
- 8.2. Following your request for a variation under clause 8.1, NSW Farmers' will consider whether to approve your request and make a decision in its sole discretion. No variation is approved unless and until NSW Farmers' approves the variation in writing. If a substantial change is requested, you may be required to submit new pre-approval paperwork.
- 8.3. You must advise NSW Farmers' immediately if:
 - a) if you are unable to proceed with the Project
 - b) if you propose to sell or lease any part of the Site

9. MAINTENANCE OF ASSETS

- 9.1. You must maintain, and not demolish, eradicate, remove, dispose of or otherwise interfere with assets developed through the project for a period of 5 years following project completion.
- 9.2. The rebates are provided to benefit the local community. Conversion or disposal through sale or otherwise of the Assets is not consistent with this purpose. If you intend to convert or dispose of Assets during the 5-year period, you must notify NSW Farmers' immediately with details of the intended conversion or disposal.

10. CONSENT OF LANDOWNER

- 10.1. If you are not the owner of all or part of the Site, you agree and warrant that you have obtained the written approval and agreement of the landowner to construct, install or otherwise deliver the Project at the Site
- 10.2. You indemnify and agree to keep indemnified NSW Farmers' from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by the landowner as a result of or in connection with the Project.

11. PROJECT COSTS

- 11.1. You agree to having prepared or reviewed the scope of works and costs estimate for the project, before submitting pre-approval
- 11.2. You are responsible for any costs that exceed the rebate amount for the Project (whether you expected to incur such costs or not at any time before or after you signed this pre-approval) and you must obtain any additional funding necessary to carry out the Project.
- 11.3. You are responsible for all maintenance costs arising from the Project.
- 11.4. Where the actual cost of the Project is less than that stipulated in the pre-approval form, the rebate paid may be reduced to maintain the minimum 1:1 co-contribution requirement

12. PAYING THE REBATE

- 12.1. NSW Farmers' will pay the rebate upon submission of the rebate application, on condition that you have provided NSW Farmers' with the evidence required to substantiate satisfactory completion of the project. This may include copies of invoices and before / after photo-monitoring.
- 12.2. NSW Farmers' will pay the rebate within 30 days of all conditions in clause 12.1 being satisfied.

13. GST

- 13.1. Unless otherwise indicated, all financial figures provided are exclusive of GST

14. REPORTING REQUIREMENTS

- 14.1. Must you fully complete the rebate application form and provide this to NSW Farmers' together with copies of invoices and before & after photographs.
- 14.2. The project budget (Section B3) is an integral part of the rebate application form and must be completed as part of the rebate claim.
- 14.3. Other information regarding the project may also be requested
- 14.4. Site inspection may also be requested by NSW Farmers' staff, and representatives from the Department of Regional NSW.

15. ACCOUNTS & RECORDS

- 15.1. You must keep financial accounts and records relating to the Project to enable all receipts and payments related to the Project to be identified in your accounts and reported

16. OTHER INFORMATION

- 16.1. You must provide any other information the NSW Farmers' reasonably requires from time to time concerning the Project within the timeframe requested
- 16.2. You agree to participate in any survey or feedback regarding the Project including one or more of the following:
 - a) a questionnaire regarding the assistance received
 - b) a survey of project outcomes

17. INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

- 17.1. You grant NSW Farmers' and the Department, a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, publish, adapt and sub-licence any report you provide to NSW Farmers' in connection with this project
- 17.2. Each party must maintain the confidentiality of all commercially sensitive information it receives from the other party, except if disclosure is required in accordance with clause 15 (Public Announcements) or clause 16 (Disclosure of Information) or as otherwise agreed in writing.

18. PUBLIC ANNOUNCEMENTS & ACKNOWLEDGEMENT

- 18.1. You must seek the consent of NSW Farmers' prior to any public announcement about the Project
- 18.2. You must acknowledge the support of NSW Farmers Association, the Department and of the Commonwealth, as directed by NSW Farmers' from time to time:
- a) in any publications and public statements about the project;
 - b) on the home page of any web site established in connection with the project;
 - c) on any equipment or other facility funded wholly or in part by NSW Farmers'; and
 - d) on any signage at the Site.
- 18.3. NSW Farmers', the Department and the Commonwealth Government may issue public communications and publish information about you and the Project and the Grant in media, including in the form of press releases, case studies, promotional material and in response to media enquiries.
- 18.4. You must provide NSW Farmers' with at least 15 Business Days' notice of any proposed announcements, launches or public events relating to the project and provide an opportunity for a representative of NSW Farmers' and the NSW Government to attend and speak at any launch or public event for the project.

19. INSURANCE

- 19.1. You must maintain, during the term of this project a broadform public liability policy of insurance to the value of at least \$10 million in respect of each claim and in the aggregate as to the number of occurrences in the policy period; and
- 19.2. You must maintain, during the term of this project workers' compensation insurance as required by all relevant laws of Australia relating to workers compensation
- 19.3. You must not do, permit or suffer any act, matter or thing or omission whereby any of the policies referred to in this clause may be vitiated, rendered void or voidable.
- 19.4. On request by NSW Farmers', you must provide a copy of valid and current certificates of currency for each or any of the policies described above.
- 19.5. Without limitation to clause 16.1 and 16.2, each party warrants that it has and will maintain appropriate insurance to cover any liability it may incur in relation to this Deed.

20. INDEMNITIES

- 20.1. You must indemnify and keep indemnified NSW Farmers' Association, the Department, the Crown in right of the State of New South Wales, the Commonwealth, and their officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:
- a) the rebate or the use of any outcomes from the project;
 - b) any unlawful or negligent act or omission by you, your employees or your subcontractors in connection with this project;
 - c) any illness, injury or death of any person you, your employees or your subcontractors cause or contribute to, in connection with this project
 - d) any loss or damage to real or personal property you, your employees or your subcontractors cause or contribute to, in connection with this project; or
 - e) any act or omission by you, your employees or your subcontractors in connection with this project that is in infringement of any Intellectual Property, or privacy rights of NSW Farmers' Association, the Department or any third party.

21. CONFLICT OF INTEREST

- 21.1. The applicant will not be eligible to obtain a rebate in relation to eligible solution(s) if they or a relative are (a) the supplier of the eligible solution; (b) employed by the supplier of the eligible solution; or (c) have any legal interest in the supplier of the eligible solution.
- 21.2. NSW Farmers Association workers and contractors are not eligible to apply for a rebate during any period in which they are employed by NSW Farmers Association, or are providing services to NSW Farmers Association.

22. REFUND OF REBATE

- 22.1. Applicants may be required to repay the rebate to NSW Farmers' Association if any of these terms and conditions are found to have been breached.

23. PRIVACY NOTICE

- 23.1. NSW Farmers Association collect and manage the personal provided by you in accordance with the *Privacy and Personal Information Protections Act 1998*. NSW Farmers' Association collect and use this information to determine whether you are eligible for the rebate, to provide services (such as conduct follow up surveys or inspections, future research project), to provide information regarding the membership benefits and services offered by NSW Farmers' Association. Your personal information may be provided to NSW Government agencies for the purpose of ensuring that the total government benefits received does not exceed the maximum rebate entitlement. Failure to provide the information requested in the application form may result in your application not being progressed or approved.
- 23.2. You have the right to access and correct any personal information at any time, once we have collected it. To access or amend personal information relating to a rebate requests, applications should be made in writing to myersa@nswfarmers.org.au.

PART B: REBATE APPLICATION (LIGHT GREEN SECTIONS)

B1: COMPLETION OF TRAINING

Name of person who has completed the NSW Responsible Oyster Farmer Training Program	
How was the training completed?	
Date of training module completion	
Is this person listed on your Class A aquaculture permit? If not, what is rationale for this person to complete the training rather than the permit holder?	

B2: PROJECT DETAILS

<p>Please provide an overview of your completed project.</p> <p>Please include details such as:</p> <ul style="list-style-type: none">• Were the objectives achieved?• Was there any variance from the initial project plan? If so, why?• Was the project completed in the expected timeframe?• Any other relevant information?	
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B3. FINANCIAL REPORTING

If you are submitting Part A & Part B at the same time, please skip this section (B3). Make sure you have completed the budget in Section A4 (page 7) instead.

Activity to be undertaken	Description of item, quantity & cost per unit (Number or time @ \$ per unit)	A.	B.	C.	D.
		Rebate requested (Cash) (\$)	Applicant Contribution (Cash) (\$)	Applicant Contribution (In-kind) (\$)	Total activity costs: A+B+C (\$)
All figures are GST exclusive					
Cultivation infrastructure equipment & materials					
Labour					
Consultants or contractors					
Equipment hire / purchase					
Other materials					
Other (specify)					
Total Funding					

B4. BUDGET VARIANCE

If any costs varied from the project budget provide in Part A4, please provide details below.

Item & supplier	Reason for variation

B5. CONFIRMATION

I confirm that all information provided in this form is true and correct.

Name	
Signature	
Date	

Once all sections of the Rebate Application (Part B) have been filled in, please enter bank details on the next page, and submit with any photos to Andy Myers at myersa@nswfarmers.org.au. Photos may be submitted to Andy via SMS on 0488656366.

If you took photos before commencing your project, please try to take the 'after' photos from the same location & angle.

BANK DETAILS

Account name	
BSB	
Account number	

For office use only	
<u>REBATE APPROVAL FROM NSW FARMERS ASSOCIATION</u>	
Approval for rebate of	
Name of NSW Farmers' representative	
Position at NSW Farmers'	
Signature	
Date	

ONGOING SUPPORT

Thank you for engaging in the training and rebate program supported by NSW Farmers Association. We encourage all NSW oyster farmers to join the Association, so that we can continue to support the industry and better represent your interests. For more details contact:

Mark Bulley
NSW Farmers' Regional Services Manager
M: 0429330348
E: bulleym@nswfarmers.org.au

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