



Community Housing
INDUSTRY ASSOCIATION

Expressions of Interest (EOI)

Consultant Panel Registration NHFIC Professional Advisory Services

Information and Response Package



National Housing Finance
and Investment Corporation

Issue date: 10:00am, 17 May 2019

Closing date: 5:00pm, 7 June 2019

Submission: Electronically via email to John.Stott@communityhousing.com.au

Enquiries to: Tony Gilmour, Tony.Gilmour@communityhousing.com.au or 0438 520448

1 Background

The Community Housing Industry Association (CHIA) is helping the National Housing Finance and Investment Corporation (NHFIC) deliver lower cost and longer tenor finance to registered Community Housing Organisations (CHOs) by coordinating a grant program that funds professional advisory services.

1.1 CHIA and community housing

Around 350 registered not-for-profit CHOs provide safe and secure social and affordable Housing for low and moderate income and disadvantaged Australians. As at 30 June 2018, of 'mainstream' social Housing, 304,532 households were managed by public sector agencies and 80,233 by CHOs.

CHOs are working in partnership with the Australian, State and Territory governments, and the private sector, to increase the supply of social and affordable housing. In many cases this requires CHOs to borrow money.

CHIA is the national peak body and industry association for CHOs, working in collaboration with state-based CHIA organisations in most States and Territories.

There are three separate but similar regulatory systems for CHOs, each with a tiering system which separates organisations according to the risk of the activities they undertake:

Regulator	Jurisdiction	Top tier	Middle tier	Lower tier
National Regulatory System for Community Housing	All except Victoria and Western Australia (WA)	Tier 1 33 CHOs	Tier 2 35 CHOs	Tier 3 217 CHOs
Victorian Registrar of Housing Agencies	Victoria	Housing Associations 10 CHOs	Housing Providers 29 CHOs	
WA Housing Authority	Western Australia	Tier 1 4 CHOs	Tier 2 5 CHOs	Tier 3 14 CHOs

Data as at 11 April 2019. Some CHOs are registered by more than one regulator

1.2 NHFIC

NHFIC is an agency established by the Commonwealth Government in 2018. It supports provision of social and affordable housing through:

- The Affordable Housing Bond Aggregator (AHBA), which provides cheaper and longer tenor loans to registered CHOs on terms more favourable than offered through commercial markets. Loans can be used to buy or build new social or affordable housing, maintain current housing, provide working capital or refinance existing debt.
- The National Housing Infrastructure Facility (NHIF) which provides finance for infrastructure projects that will unlock new housing supply, particularly affordable housing.

NHFIC's first AHBA loan to a CHO was announced in January 2019, and in March 2019 a \$315 million social bond issued. This bond provided funding for several CHOs at under 3% per annum fixed-rate interest-only over 10 years.

Further information is available from www.nhfic.gov.au

1.3 Professional advisory services

While NHFIC's initial loans have been to larger CHOs, the agency wants to encourage applications from smaller and medium-sized CHOs. NHFIC has therefore funded CHIA to administer grants to eligible CHOs, to pay for professional advisory services from consultants on an approved Panel that will help CHOs with NHFIC loan applications.

The key conditions are:

- Grants of up to \$20,000 (GST inclusive) will be available to assist CHOs registered as Tier 2 and 3 (under the National Regulatory System, and the WA Regulatory Framework), and 'Housing Providers' (by the Victorian Housing Registrar)
- Grant referrals will initially be to CHIA from NHFIC, based on CHOs providing at least an initial expression of interest for AHBA or NHIF finance. CHOs will then be able to select consultants from names on the approved Panel
- The purpose of grant referrals from NHFIC to CHIA is to enable those CHOs to have a reasonable prospect of success in a subsequent AHBA or NHIF application
- Grants will be targeted at providing professional advisory services in the following area: finance, business planning, property development and risk management.

1.4 Contacts and responsibilities

CHIA is administering the grants program on behalf of NHFIC, and will be the main point of contact for both CHOs and Panel consultants. This EOI and on-going management of grants project is being coordinated by two CHIA contractors who will not be Panel members:

- Tony Gilmour
Project Director, NHFIC Professional Advisory Services
tony.gilmour@communityhousing.com.au 0438 520 448
- John Stott
Project Manager, NHFIC Professional Advisory Services
john.stott@communityhousing.com.au 0422 296 782

2 Expression of Interest

CHIA is seeking EOIs from consultants to be Panel Members who will be available to be selected by CHOs to provide consultancy services. CHOs must first approach NHFIC with a loan request and, at NHFIC's suggestion, then be referred to seek assistance from a Panel Member.

2.1 Skill areas

Services to be sought under the Panel include are in four broad areas:

- **Finance:** project and business financial modelling, fund raising, financial risk analysis and understanding/assessing key financial and banking ratios
- **Business planning:** project and business planning, preparation of business cases, establishing partnerships and monitoring results
- **Property development:** developing or procuring new social and affordable housing, promoting mixed tenure developments, delivering sustainable and accessible property design, urban planning, place making and providing community facilities
- **Risk management:** understanding risks (business, financial, policy, governance, key-person etc.) and managing, monitoring and mitigating risk

NHFIC will identify the service or services CHOs need to help with their loan application.

2.2 Applicant requirements

Panel member applicants must be Australian-based, with an ABN, and can be suitably qualified:

- Individual consultants, or
- Consultancy businesses employing several staff, or
- Teams of individual consultants who will work together to deliver services

Applicants are asked to nominate which of the four skill areas in Section 2.1 in which they are able to provide specialist advice and support, and detail their competencies, qualifications and experience in these skills areas.

Applicants should also indicate which jurisdictions they have worked in, or could work. CHIA may select consultants for one or more of the skill areas and/or jurisdictions they nominate.

2.3 Mandatory criteria

The mandatory criteria to be a Panel Member are:

- **Track record**
The business and/or individuals must have been providing consultancy services for a minimum of 2 years, have demonstrated consulting skills, and be of good standing
- **Insurance**
Applicants must confirm to CHIA they have (or will arrange) professional indemnity insurance of \$5 million and public liability insurance of \$5 million to cover the type of consultancy work

they will be engaged in (i.e. to cover the relevant consulting services detailed in Section 2.1). Workers compensation policies should also be in place

- **Sector knowledge**

Applicants must have a demonstrated understanding of CHOs’ business model and operating environment. Evidence will include, but not be limited to, providing consultancy services to CHOs

- **Skills**

Applicants must have expertise in one or more of the four skill areas detailed in Section 2.1. Panel Member applicants will need to specify which of these areas they have experience in, and provide examples of work they have undertaken (client names need not be supplied)

- **Value for money**

In the judgement of CHIA, Panel Members will need to evidence reasonable value for money in consulting services. Consultants will need to supply their hourly charge-out rate, and while maximum fees will not be specified in the Panel Member contract, rates should not set at a rate judged excessive relative to the consultant’s skills and experience

Panel members will need to:

- Enter into a contract with CHIA in the format contained in Section 4.1
- Agree to the terms and conditions in this EOI
- Agree to the first page of the application form being made available on the CHIA website
- Undertake the compliance requirements detailed in Section 2.6

2.4 Timelines

Stage	Timeline
Release of EOI	17 May 2019
Closing date for proposals addressing the selection criteria, submitted as detailed on the front cover	7 Jun 2019, 5:00pm (i.e. open for 3 weeks)
Anticipated announcement of Panel Members	21 June 2019
Contracts to be signed by	30 June 2019
Date on which the Panel comes into operation	1 July 2019
Potential second EOI for Panel Membership	September 2019
Closing date of the Panel	30 September 2020

2.5 Panel operation

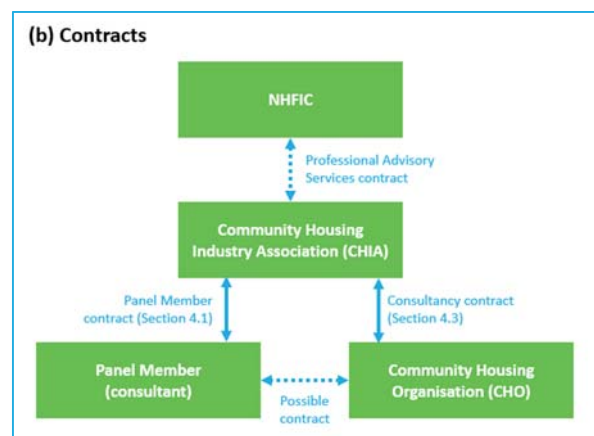
(a) Panel membership

- CHIA will decide on Panel Membership based on details in the application form (Section 3). Only applicants meeting the mandatory criteria (Section 2.3) will be approved. Some or all of the applicants meeting mandatory criteria will be admitted to the Panel

- CHIA aims for a spread of consultants across the four skills areas; based or able to serve a number of locations; and a mix between individual consultants, small businesses and larger businesses
- Once approved, Panel Members' names will be included on the CHIA website. There will be a link to the Panel member's website (if applicable), together with a link to the first page of the Panel Member's application form. CHIA will keep the second page of the Application Form confidential, and only share with NHFIC and approved CHO grant applicants
- Continuation on the panel is subject to satisfactory feedback from NHFIC, CHIA and the CHOs engaging consultants from the Panel

(b) Contracts

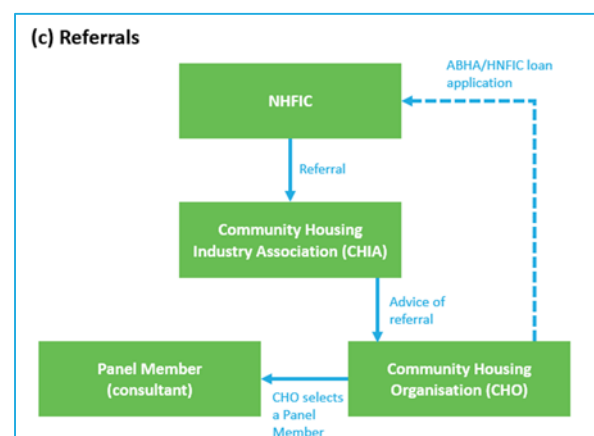
- CHIA has been contracted by NHFIC to manage the administration of the Professional Advisory Services grants
- Panel Members enter into a contract with CHIA in the format given in Section 4.1
- CHOs enter into a contract with CHIA in the format given in Section 4.3 - see (d) below
- Panel Members and CHOs might choose to further document their relationship



(c) Referrals

- A CHO referral by NHFIC to CHIA will detail weaknesses or shortcomings in a CHO's initial proposal or application for AHBA or NHIF finance, and make recommendations as to the particular professional advisory services that would enable the CHO to have a reasonable prospect of success in a subsequent AHBA or NHIF application

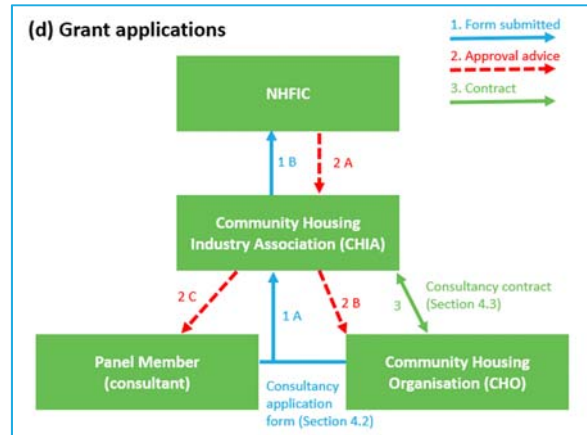
- CHIA will be available to assist CHOs in advising on selecting Panel Members, and establishing the terms of business
- CHIA will recommend CHOs seek at least two quotes from Panel Members to decide which proposal is more suited for the work they need completed
- If the CHO wants to use a consultant that is currently not a Panel Member, CHIA will endeavour to add the consultant to the Panel provided they follow the same procedures and meet the same requirements as described above



- Selection of a consultant to undertake specifically scoped projects set by NHFIC will be made by the CHO based on factors such as value-for-money, understanding of their organisation and needs, consultant location and specific expertise required

(d) Grant applications

- Grants for consultancy services can be applied for up to a maximum cost of \$20,000 including GST. The grant can also be used to cover travel costs, if agreed by the CHO. Panel Members should use the rates specified in their EOI response.
- Once a consultancy proposal has been established, a form will be completed and signed by the Panel Member and CHO, and sent to CHIA. The format of this form is included in Section 4.2. There is no page limit, though a short form of maximum 3 pages would be appreciated
- CHIA will review the consultancy application form and make a recommendation to NHFIC based in part on the extent to which the provision of the business advisory services will enable the CHO to have a reasonable prospect of success in a subsequent NHFIC application and provide reasonable value for money



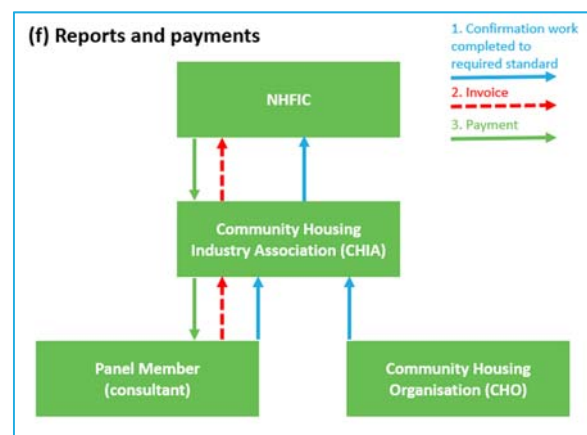
- NHFIC will notify CHIA and the CHO within a reasonable time of receipt of the form whether the application is approved in whole or in part, or rejected. If rejected, reasons will be given, and if appropriate the grant application can be re-submitted
- If the grant is approved by NHFIC, CHIA will enter into a deed with the CHO (in the format included in Schedule 4.3)
- CHIA will contact the relevant Panel Member referring the CHO to the Panel member for provision of the professional advisory services approved by the NHFIC. This notification will include the terms of the approval made by NHFIC in their grant approval

(e) Volume of work

- Due to the nature of the services, it is difficult to predict the expected volume of work that will be available for Panel Members and therefore neither CHIA nor NHFIC guarantee any volume of work to any Panel Member.
- NHFIC has indicated grant funding of up to \$1.5 million in total could be available under this scheme.

(f) Report and payments

- CHIA will monitor the provision of professional advisory services by Panel Members to CHOs to ensure those services comply with the terms of the approvals given by NHFIC
- Panel Members and CHOs must provide a written statement to CHIA that the professional advisory services have been



provided as agreed, accompanied by an invoice for consultancy services from the Panel member to CHIA

- CHIA will invoice NHFIC on the 20th of each month for completed consultancy work, with CHIA paid by NHFIC within 10 days. CHIA will then pay the Panel Member's invoice within 7 days of being reimbursed by NHFIC

2.6 Terms and conditions

CHIA is not committed contractually in any way nor is otherwise legally bound to applicants registering their interest in response to this EOI. Neither the issue of this EOI nor the submission of an application commits or otherwise obliges CHIA to proceed with an application, any future tender process, nor any phase or part of the project described in this EOI.

CHIA will not be liable for any costs, expenses or losses incurred by organisations in preparing an application submission or otherwise in relation to this EOI document.

CHIA may do any of the following:

- Accept or not accept an EOI application
- Clarify or seek additional information on any aspect of an application submission
- Vary any information, requirement, terms, process, time period or date set out in this EOI
- Negotiate with any or all applicants

Panel members must keep the CHOs' information confidential.

2.7 Conflicts of interest

A conflict of interest means any matter, circumstance, interest, or activity affecting the Consultant, CHO or CHIA (and their personnel or subcontractors), which may or may appear to impair the ability of the Consultant, CHO or CHIA to provide, receive or administer NHFIC Professional Advisory Services diligently and independently.

- Consultants must declare conflicts of interest in their Panel Membership application
- Panel Members and CHOs must declare conflicts of interest in their consultancy application, and at any time during which consulting services are being provided. Failure to declare a conflict of interest would be grounds for CHIA terminating the consulting contract
- CHIA and their contractors must disclose conflicts of interest that arise at any time
- Where necessary CHIA will discuss declared conflicts of interest with the Panel Member, CHO or CHIA contractor to determine the extent of the risk, and any potential risk minimisation
- CHIA staff and contractors will immediately notify NHFIC and CHIA's CEO by email of known or declared conflicts of interest by Panel Members, CHOs, and both of CHIA as an organisation and contractors engaged by CHIA
- NHFIC is responsible for advising on resolving or otherwise dealing with conflicts of interest, with CHIA acting on NHFIC's instructions and keeping Panel Members, CHOs or CHIA contractors advised of decisions made by NHFIC

3 EOI Application Form

The EOI application form is provided on the next two pages. A word version of the form will also be made available.

3.1 Application guidelines

Of the two pages:

- The first page will be made available publicly through a link on CHIA's website. This page should therefore only contain information the applicant is prepared to reveal publicly. Identifiable client information may need prior approval, and applicants might be advised to de-identify details (for example: 'We provided a risk management review for a large NSW Tier 1 CHO in July 2018')
- The second page contains information CHIA will not make publicly available

To reduce workload for applicants, submissions should where possible be restricted to two pages with no attachments.

Applicants should indicate on p.1 which of the four skill area required for this contract they wish to offer (finance, business planning, property development and risk management). Between one and four of the skills should be selected, with each selected skill requiring evidence of consultancy competency and experience.

In the 'Geography' section on p.1, applicants should indicate by ticking a box:

- (1st line) In which jurisdiction(s) they have an office
- (2nd line) In which jurisdiction(s) they have in the past provided consulting services
- (3rd line) In which jurisdiction(s) they would like to offer consulting services in the future under this EOI

Key consultant(s)	Qualifications and CV summary	Relevant consulting experience	Hourly rate
(Name 1)			\$ Incl. GST
(Name 2)			\$ Incl. GST
(Name 3)			\$ Incl. GST

How long has the consultant, or consultancy business, been providing consultancy services?

Contractual		
Professional indemnity insurance	\$ m	<input type="checkbox"/> Held <input type="checkbox"/> To be arranged
Public liability insurance	\$ m	<input type="checkbox"/> Held <input type="checkbox"/> To be arranged
Workers compensation		<input type="checkbox"/> Held <input type="checkbox"/> To be arranged
ABN		<input type="checkbox"/> Held <input type="checkbox"/> To be arranged
Does the applicant have any conflicts of interest?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>(If yes, provide details and say how will be managed)</i>
Does the applicant agree with the terms set-out in the EOI dated XX May 2019?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>(If no, provide details)</i>

Authorisation	
On behalf of the Applicant I confirm the details in this form are correct to best of my knowledge	Signed Name Date

4 Attachments

4.1 Panel Member contract

THE PARTIES

- (1) Community Housing Industry Association Limited, Level 3, 350 Queen Street, Melbourne, Victoria 3000 (ABN 30 388 680 258) (CHIA)

AND

- (2) [Name] (the Consultant)

1. BACKGROUND

- 1.1 CHIA requires the services of the Consultant to assist with the delivery of capacity building professional advisory services to Community Housing Organisations (CHOs); and
- 1.2 The Consultant has been selected by CHIA as a Panel member for the provision of these services for a period of [xx months] (unless removed earlier under clause 5 of this contract) commencing on the date this agreement is signed by both parties (**Term**).

2 SERVICES

- 2.1 Panel Membership encompasses:
 - i. provision of [Type] consultancy services
 - ii. support of CHOs in the following jurisdictions: [TBC]
- 2.2 The Consultant acknowledges and agrees that its appointment to the Panel does not guarantee that they will obtain any, or any particular volume of, professional advisory services through Panel membership;
- 2.3 The Consultant acknowledges and agrees that they are not, and will not engage in the provision of the professional advisory services to, a person who has unlawfully entered Australia, remains in Australia after their visa has expired, or is working in breach of their visa conditions;
- 2.4 The Consultant agrees that while appointed to the Panel they will:
 - i. provide assistance to CHIA in relation to drafting CHOs applications and CHIA's recommendations for the provision of professional advisory services to CHOs;
 - ii. provide professional advisory services to CHOs, where CHIA has written to them advising of:
 - A. the referral of the CHO to them for provision of the professional advisory services;
 - B. the terms of the recommendation made by CHIA to NHFIC in relation to those professional advisory services; and
 - C. the terms of the approval by the NHFIC of those professional advisory services; and

- iii. provide professional advisory services to CHOs consistent with the terms of the approval by the NHFIC of those professional advisory services and in accordance with the terms of this contract; and
- 2.5 This contract will terminate on 30 September 2020, or a later date as agreed in writing between CHIA and the Consultant.

3 COMPLIANCE

The Consultant agrees as follows:

- 3.1 Not to disclose to any third party, without the prior written consent of the relevant CHO, any information regarding the professional advisory services that they provide to the CHO or the CHO's application or CHIA's recommendations for the provision of professional advisory services;
- 3.2 To comply with any legislation applicable to the performance of professional advisory services under the Panel, including the Privacy Act 1988 (Cth);
- 3.3 To maintain all mandatory and otherwise appropriate professional accreditation relevant to the particular expertise for which they have been appointed;
- 3.4 To effect and maintain workers' compensation as required by law, public liability insurance to a value of \$5 million and professional negligence insurance to a value of \$ 5 million and on request, to provide any certificate of currency or equivalent proof of insurance acceptable to CHIA;
- 3.5 To the details it provides to CHIA (including Personal Information) being published in whole or in part by CHIA as part of the panel and disclosed by CHIA to NHFIC and for other purposes associated with the NHFIC Act;
- 3.6 To keep any financial records and information for any professional advisory services they provide to each CHO under the panel for a period of 7 years after completion of those services;
- 3.7 To give a written undertaking in a form acceptable to the NHFIC relating to the use and non-disclosure of official information provided to them in relation to their provision of professional advisory services;
- 3.8 To give CHIA, NHFIC, the Auditor-General and Information Officer (including their delegates), and any persons authorised in writing by them, access to the financial records and information for any professional advisory services and permit those persons to inspect and take copies of any material relevant to those services, subject to:
 - i. the provision of reasonable prior notice;
 - ii. the reasonable security procedures in place at the premises; and
 - iii. if appropriate, execution of a deed of confidentiality by persons to whom access is given;
- 3.9 To comply with any administrative arrangements that CHIA implements for the effective and efficient management and operation of the Panel;
- 3.10 To provide information about its compliance with the terms and conditions and its provision of professional advisory services under the panel to CHIA and NHFIC, as CHIA and NHFIC reasonably request;

- 3.11 That CHIA or NHFIC may survey and obtain feedback from CHOs that they have provided professional advisory services to under the Panel; and
- 3.12 To promptly notify CHIA if they are unable to provide professional advisory services which have been referred to them;
- 3.13 To promptly notify CHIA if they have a conflict of interest or a potential conflict of interest; and
- 3.14 The laws of [State/Territory] govern this contract.

4 SUBCONTRACTING

- 4.1 The Consultant agrees not to subcontract (or otherwise engage or permit another person to provide) any professional advisory services under the panel which have been referred to them, without the prior written approval of the relevant CHO and CHIA;
- 4.2 The Consultant agrees to the extent any professional advisory services are subcontracted with the prior written approval of the relevant CHO and the CHIA to:
 - i. make available to NHFIC (if requested), details of the subcontractors; and
 - ii. inform the subcontractors that, NHFIC may publicly disclose the names of the subcontractors;

5 PANEL MEMBERSHIP

- 5.1 CHIA may at its discretion remove the Consultant from the Panel (including for the reasons under clause 5.3) or where the Consultant so requests and that from the date the Panel member is removed from the Panel they will no longer be eligible to provide, or charge for, professional advisory services as a Consultant;
- 5.2 This contract will expire at the end of the Term unless the Consultant is removed earlier under clause 5.1 or 5.3, whichever occurs first;
- 5.3 CHIA may require the Consultant to cease the provision of professional advisory service to a CHO if it considers that the Consultant's performance of those services does not meet or is in breach of this contract or the referral it received from CHIA, where there has been an undisclosed conflict of interest, or is otherwise unsatisfactory;
- 5.4 The Consultant indemnifies CHIA and NHFIC, the Commonwealth, and their respective personnel, against any claim, expense, loss, damage or injury the Commonwealth incurs arising in connection with:
 - i. the Consultant's failure to comply with this contract; or
 - ii. any illegal, wilfully reckless or negligent act or omission of the Consultant regarding its provision of professional advisory services; and
- 5.5 The Consultant agrees that it is not an employee, agent or partner of, and is not authorised to represent or bind, NHFIC or CHIA.

6 INVOICING

- 6.1 The Consultant will invoice CHIA in relation to the professional advisory services by the 10th day of each month for payment in relation to any NHFIC-approved professional advisory services that the Consultant provided to CHOs in the previous month;
- 6.2 The Consultant will ensure that such invoices:
- i. are provided in accordance with the basis for payment approved by NHFIC in NHFIC's relevant approvals of the professional advisory services;
 - ii. separately set out the full details of the fees payable in relation to the professional advisory services provided to each CHO, including full narrations in relation to those services; and
 - iii. include written certification that the Consultant has provided the professional advisory services referred to in the invoice;
- 6.3 The Consultant will receive payment of a correctly rendered invoice no earlier than 30 days after the due date for provision of that invoice to the CHIA;
- 6.4 The Consultant will provide CHIA with receipts in relation to the payment by the CHIA of invoices if requested;
- 6.5 The Consultant will provide any document relating to the deed or the provision of professional advisory services, at no additional cost, to the CHIA or the NHFIC promptly upon request by CHIA or NHFIC; and
- 6.6 The Consultant will on completion of the professional advisory services to a CHO provide written certification to CHIA that the professional advisory services have been completed in accordance with the referral it received from CHIA.

EXECUTION

SIGNED for and on behalf of Community
Housing Industry Association Limited by
Wendy Hayhurst

Date

SIGNED for and on behalf of [TBC] by [TBC]

Date

4.2 Consultancy application

NHFIC Professional Advisory Services (consultancy application)		
Community Housing Organisation (CHO)	Name:	
	Postal address:	
	Contact:	<i>(Name, position, mobile number, email address)</i>
	Registration:	<i>(Lead regulator and registration tier/status)</i>
Consultant	Name:	
	Location services provide from:	
	Contact:	<i>(Name, position, mobile number, email address)</i>
	Status:	<input type="checkbox"/> Individual consultant <input type="checkbox"/> Consultancy firm <input type="checkbox"/> Association/group of individual consultants
	Panel Member	<input type="checkbox"/> Yes <input type="checkbox"/> Not yet
Summary <i>(Application executive summary)</i>		
Business advisory services to be provided <i>(These must be consistent with NHFIC's referral)</i>		
Expected outcomes of the business advisory services <i>(These must be consistent with NHFIC's referral)</i>		
Costings <i>(Total costings, including GST, breakdown of charges, and costing method)</i>		
Timings <i>(Between which dates will the services be provided, and what will be the likely dates for submission of invoices. Note: invoices must be issued in arrears)</i>		

Comments by CHIA*(Applicants: please leave blank)***Comments by NHFIC***(Applicants: please leave blank)***Contractual**

Does the CHO have any conflicts of interest?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>(If yes, provide details and say how will be managed)</i>
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Does the Consultant have any conflicts of interest?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>(If yes, provide details and say how will be managed)</i>
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CHO authorisation

On behalf of the CHO I confirm the details in this form are correct to best of my knowledge

Signed

Name

Date

Consultant authorisation

On behalf of the Consultant I confirm the details in this form are correct to best of my knowledge

Signed

Name

Date

For CHIA use only*(Applicants: please leave blank)*

Signed

Name

Date

For NHFIC use only*(Applicants: please leave blank)*

Signed

Name

Date

4.3 Consultancy contract

THE PARTIES

- (1) Community Housing Industry Association Limited, Level 3, 350 Queen Street, Melbourne, Victoria 3000 (ABN 30 388 680 258) (CHIA)

AND

- (2) [Name] (the CHO)

1. BACKGROUND

- 1.1 The National Housing Finance Investment Corporation (NHFIC) has agreed to provide the Community Housing Organisation (CHO) with grant funding to receive consultancy services in connection with their application for funding from NHFIC;

2. CONSULTANCY SERVICES

- 2.1 Consultancy services will be provided by [Name](the Consultant), and delivered from [address of Consultant];
- 2.2 The maximum cost of the business advisory services will be \$ [Amount] inclusive of GST;
- 2.3 The consultancy services will be provided between [date] and [date];
- 2.4 The other terms relating to the consultancy services are [include any requirements set by NHFIC when they approved the grant].

3. ACKNOWLEDGEMENT

The CHO acknowledges and agrees as follows:

- 3.1 That the provision of the business advisory services to them does not guarantee that any application they subsequently make to NHFIC will be successful;
- 3.2 That CHIA will make payments of funding in relation to the business advisory services directly to the relevant Consultant, and not the CHO;
- 3.3 That CHIA will only make payments of funding in relation to business advisory services approved by NHFIC;
- 3.4 That CHIA will only make payments of funding up to the maximum amount approved by NHFIC;
- 3.5 That the CHO will promptly notify CHIA if the Consultant ceases providing the business advisory services to the CHO;
- 3.6 To keep any information in relation to the provision of the business advisory services for a period of 7 years after completion of those services;
- 3.7 To give CHIA, NHFIC, the Auditor-General and Information Officer (including their delegates), or any persons authorised in writing by them, access to the information in relation to the business advisory services and permit those persons to inspect and take copies of any material relevant to those services, subject to:

- A The provision of reasonable prior notice;
 - B The reasonable security procedures in place at the premises; and
 - C If appropriate, execution of a deed of confidentiality by persons to whom access is given;
- 3.8 That they will, when forwarded a notice by CHIA that includes an invoice from the Consultant to CHIA in relation to the fees payable in relation to the business advisory services, within 5 Business Days, either provide:
- A Written certification to CHIA that the Consultant has provided the CHO with the business advisory services referred to in the invoice and whether the provision of those services has been completed; or
 - B Written notification to CHIA that the CHO does not certify that the Consultant has provided the business advisory services referred to in the invoice and detailed reasons as to why it does not provide this certification; and
- 3.9 That CHIA may terminate this contract:
- A On expiration or termination of this contract; or
 - B If it considers that the business advisory services provided by the Consultant do not meet the requirements of the deed or the referral the Consultant received from CHIA or is otherwise unsatisfactory; or
 - C Where there has been an undisclosed conflict of interest.

EXECUTION

SIGNED for and on behalf of Community Housing Industry Association Limited by Wendy Hayhurst

Date

SIGNED for and on behalf of [TBC] by [TBC]

Date
