

Gloucester Independent Community Legacy Fund No. 1

Terms of Reference

1. Purpose

The Gloucester Independent Community Legacy Fund No.1 (**Fund**) has been established by AGL Energy Limited (**AGL**) to help support the Gloucester and surrounding townships (**Greater Gloucester Area**) by identifying investment initiatives that deliver ongoing benefits in one or more of the areas specified in paragraph 5.

The Fund is a bank account operated by AGL Community Legacy Program Pty Limited (**AGL CLP**) in accordance with these Terms of Reference.

The Fund's panel (**Panel**) will be established in accordance with these Terms of Reference.

2. Panel's role

The role of the Panel is to approve applications for grants, and to review and recommend the grant recipients to AGL CLP.

The Panel will:

- advertise the proposed quarterly funding dates;
- meet at least quarterly to review and assess applications for grants;
- approve the application forms and information requested from applicants;
- approve the terms and conditions within the scope of these Terms of Reference for the granting rounds; and
- recommend grants for approval to AGL CLP and publicise the successful grants.

3. Panel membership

The Panel will comprise up to 9 members, being:

1. A chairperson selected by AGL and determined by AGL to be independent of AGL, to have the skills and expertise needed for this role and to be able to take account diverse views and backgrounds (**Chair**);
2. One AGL representative selected by AGL;
3. One local government representative (elected or management) selected by the Chair;
4. One Gloucester community member selected by the Chair from those who submitted an expression of interest to AGL in relation to being a community member of the Panel;
5. One education/welfare group representative selected by the Chair;
6. One representative from a Gloucester business group selected by the Chair;
7. One local Indigenous group representative selected by the Chair;
8. One NSW Government representative; and
9. The local NSW state member or their representative.

Each Panel member is appointed for a two year term unless the Chair removes the member from the Panel earlier or, if the member requests a one year extension before the expiry of this two year period and is approved by the Chair, for a total three year appointment.

A Panel member may resign from the Panel at any time by advising the Chair and AGL CLP in writing.

The Chair may dismiss Panel members if minimum expectations and requirements identified in paragraph 6 are breached.

The Chair will appoint replacement members to the Panel to reflect the composition required above.

4. Panel members' remuneration and expenses and Fund expenses

Panel members, except the Chair, will not be remunerated for acting as Panel members. The Chair will receive remuneration from AGL for acting as the Chair.

Any reasonable out-of-pocket business expenses (e.g. travel, meals) of a Panel member will be reimbursed by AGL (i.e., not from the Fund) provided that any individual expense of a Panel member of \$100 or more is approved in advance by the Chair. Reimbursement is subject to provision of receipts or proof of purchase.

The reasonable costs and expenses incurred in maintaining and operating the Fund will be paid by AGL (i.e., not from the Fund). Interest earned on monies in the Fund will become part of the Fund net of tax at the corporate tax rate.

5. Approval of applications

The Panel must not recommend an application for a grant unless a majority of the Panel members decide that:

- (a) the application has been made in accordance with the application terms and conditions set by the Panel from time to time ;
- (b) the applicant is a legal entity with an ABN; and
- (c) the grant will enable the community of the Greater Gloucester Area to build its social capital and economic resilience and is for a purpose in one or more of the following areas:
 1. sustainable economic development;
 2. education; and
 3. training and employment pathways.

Priority will be given to applications which are expected to provide job creation, assist people in gaining employment or which provide benefits to the community of the Greater Gloucester Area over the long term (5 years or more).

The following categories of applicants are ineligible to apply for or receive any grant from the Fund:

1. Panel members and their spouses and dependents;
2. political or religious organisations; and
3. persons pursuing a purpose which would encourage the irresponsible use of alcohol or gambling, or which would provide a direct financial benefit to AGL or its subsidiaries, their employees or their contractors.

6. Expectations and Requirements of Panel members

Each Panel member must:

1. review grant applications with reasonable care and diligence and only approve applications in accordance with paragraph 5 above;

2. advise AGL CLP of the recommended applicants each quarter, the amount of the grant recommended for each of those applicants in that quarter and the total amount of the grants recommended in that quarter;
3. prepare for, attend the minimum number of meetings (which is set at 60 percent attendance of all meetings in the relevant financial year) in person or by phone, and actively participate in Panel meetings;
4. keep all information received in connection with their Panel membership confidential;
5. treat applicants and information in applications with sensitivity;
6. act in a courteous manner, respecting others' views and opinions and respecting the majority decision of the Panel members;
7. not assist applicants in the preparation of grant applications; and
8. keep reasonably informed of current developments, issues and concerns in the community of the Greater Gloucester Area.

Panel members may be dismissed if, in the Chair's opinion, members do not act reasonably, adhere to procedural fairness or follow minimum expectations and requirements.

7. Conflicts of Interest

Each Panel member agrees to follow the AGL Code of Conduct (Annexure A) as though they were an employee of AGL and must:

- complete an annual 'Conflict of Interest and Confidentiality Statement' (Annexure B);
- disclose any potential and actual conflict of interest, including personal or perceived conflict either to the Chair to decide the best course of action or to a meeting of the Panel; and
- not be present during the deliberation of any application in relation to which they have any potential, actual or perceived conflict of interest.

8. Panel decisions

The quorum for a meeting of the Panel members is a majority of Panel members present in person or by phone.

Decisions of a quorate meeting of Panel members will be determined by simple majority, as determined by the Chair, where each Panel member present has one vote. In the case of an equality of votes, the Chair of the meeting has a second or casting vote.

9. Amendments to the Terms of Reference

These Terms of Reference may be amended from time to time with the approval of a simple majority of Panel members and in consultation with AGL, and may be extended to apply to a one or more additional funds on the same terms.