



Government of **Western Australia**
Department of **Communities**

GOVERNMENT REGIONAL OFFICERS' HOUSING (GROH)

Home Ownership Subsidy Scheme and Tenants Purchasing a GROH Dwelling Policy

January 2020

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Home Ownership Subsidy Scheme and Tenants Purchasing a GROH Dwelling Policy

Purpose

The Government Regional Officers' Housing (GROH) Home Ownership Subsidy Scheme and Home Purchase Policy (the Policy) outlines:

- the conditions GROH Client Agencies' employees must satisfy to obtain and retain a home loan subsidised by their employer under the Policy;
- how GROH Client Agencies are to calculate and provide home loan subsidies under the Home Ownership Subsidy Scheme (HOSS); and
- the conditions that must be met for GROH tenants to purchase a GROH dwelling in which they are living.

Scope

This Policy is for use by Department of Communities' (Communities) employees, GROH Client Agencies, GROH tenants and those eligible for a GROH dwelling. The Policy incorporates the former GROH Home Ownership Subsidy Scheme Policy and the GROH Sales to Tenants Policy.

Definitions

Additional GROH rental subsidy means a Client Agency applies a rental subsidy greater than that calculated using the GROH Tenant Rent Setting Framework Policy (TRSF), for example in locations in which there are particular difficulties in attracting or retaining staff.

Client Agency means either:

- an Employing Agency, which is a Department under the administration of a Minister of the Crown in the Government of the State, or any Crown instrumentality, hospital, board, body corporate or other body of whatever description, proclaimed as a Department under s.7 of the *Government Employees' Housing Act 1964* (GEH Act); or
- a Responsible Agency, which is the agency responsible for arranging the salary and other entitlements (including accommodation) of the tenant when this tenant is not an employee of an Agency.

Communities means the Department of Communities.

Dedicated road means a road set aside for use by the public, the absolute property of which is vested in the name of the Crown. The Main Roads Department or local government authorities are responsible for managing such roads (Landgate 2019; cf. s.3 *Land Administration Act 1997*).

Employee means a person employed in the Public Sector by or under an employing authority (*Public Sector Management Act 1994*). This includes contractors employed directly by Client Agencies.

Fringe Benefits Tax (FBT) means a tax payable by employers for benefits paid to an employee or an employee's associate, for example a family member, in addition to, or as part of, their salary or wages package.

GROH means the Government Regional Officers' Housing program administered by Communities.

GROH Applicant means a person applying to tenant a GROH dwelling.

GROH Client means either:

- a Client Agency; or
- any other client serviced by GROH (**Other GROH Client**).

GROH dwelling means a house as defined in s.5 of the GEH Act, which is owned, leased or constructed by Communities and allocated for use by GROH.

GROH leased dwelling means a GROH dwelling that is leased from the private rental market by Communities.

GROH owned dwelling means a GROH dwelling that is owned by Communities.

GROH rental subsidy means the difference between the weekly rent paid by the Client Agency to Communities for a GROH dwelling and the maximum weekly rent chargeable to the tenant for the GROH dwelling, calculated using the TRSF.

GROH Tenant means a person occupying a GROH dwelling under the terms of a GROH Tenancy Agreement.

GROH Tenancy Agreement means the property and tenancy agreement between the Client Agency and the GROH Tenant.

GROH Tenant Rent Setting Framework Policy (TRSF) prescribes how the maximum rents GROH Client Agencies may charge GROH tenants are calculated. The TRSF applies discounts for a GROH dwelling's number of bedrooms and age, and the town in which it is located.

Home Ownership Subsidy Scheme (HOSS) means an arrangement in which a Client Agency subsidises an employee's home loan repayments for a dwelling the employee is purchasing.

Home Ownership Subsidy Scheme Agreement means an agreement between the employee and the Client Agency that stipulates the terms and conditions under which the Client Agency provides a HOSS subsidy to the employee and under which the employee receives the HOSS subsidy.

HOSS subsidy means a home loan subsidy provided through HOSS.

Medium Density Housing means sites that have a residential design code of R30 through to R60. They typically contain group or multiple dwellings and often contain common property areas such as shared access, parking or communal gardens.

Non-tenant applicant means an employee of a Client Agency who has applied for a HOSS subsidy but who is not a GROH Tenant, for example an employee who has yet to start work in a location.

Officer means an employee of Communities.

Other GROH Client includes other worker housing programs, e.g. Non-Government Organisations, non-proclaimed State Government agencies, other housing programs or private tenants.

Partner means a spouse or de facto partner as those terms are applied or used in the *Marriage Act 1961* or *Family Court Act 1967*.

Remote area means a location that is not in – or adjacent to – an eligible urban area (*Fringe Benefits Tax Assessment Act 1986*, sections 58ZC and 140 'Eligible Urban Areas').

Policy Statements:

I. Home Ownership Subsidy Scheme (HOSS)

1. Eligibility for HOSS

1.1 GROH tenants or applicants may apply for a HOSS subsidy for a home loan to purchase:

- (i) the GROH dwelling they occupy (see Section II below - Tenants Purchasing a GROH Dwelling 1.2 and 1.3);
- (ii) a dwelling for sale in the private market in the town for which they are eligible for a GROH dwelling; or
- (iii) a dwelling they intend to have constructed in the town for which they are eligible for a GROH dwelling.

1.2 To be eligible to receive a HOSS subsidy, applicants must:

- (i) be eligible to occupy a GROH dwelling (see GROH Eligibility Policy);
- (ii) be employed by a Client Agency that provides HOSS home loan subsidies to its employees¹;
- (iii) be intending to purchase a dwelling that is or will be their principal place of residence; and that is within fifty kilometres travel distance by dedicated roads to their place of employment; and
- (iv) have an approved home loan from a lending institution, confirmed in writing.

1.3 The following are ineligible for a HOSS subsidy:

- (i) GROH tenants or applicants whose partner is receiving a subsidy under HOSS or a similar scheme provided by a State Government Agency;
- (ii) Client Agency employees who have purchased or are purchasing their own home within 50 kilometres travel distance by dedicated roads to their place of employment; and
- (iii) Client Agency employees who have completed a previous HOSS subsidy arrangement.

¹ Not all State Government agencies provide HOSS. Employees should contact their agencies.

2. Client Agencies' discretion in providing a HOSS subsidy

- 2.1 Each Client Agency determines whether or not a HOSS subsidy is available to its employees.
- 2.2 Each Client Agency has the discretion to approve or decline a particular employee's application for a HOSS subsidy.

3. Calculating the HOSS subsidy

- 3.1 The Client Agency determines the amount of the HOSS subsidy. This amount must be the lowest of:
 - (i) \$350 per week;
 - (ii) the minimum weekly repayments on the home loan; or
 - (iii) Seventy five percent (75%) of the weekly GROH rental subsidy applicable at the start of the five-year period (see Appendices 1 and 2).
- 3.2 For non-tenant applicants, when calculating 3.1(iii) above, the Client Agency should calculate a notional rent using the GROH Tenant Rent Setting Framework Policy for the GROH dwelling the employee would be allocated in normal circumstances.
- 3.3 Client Agencies that apply a GROH rental subsidy greater than that based upon the TRSF may use this rental subsidy amount to calculate 3.1.iii. above.
- 3.4 Communities will periodically review the HOSS subsidy amounts listed in 3.1. Changes to these amounts will not apply to existing HOSS subsidy arrangements.
- 3.5 HOSS subsidy payments are deemed a fringe benefit; consequently, when calculating the cost of the subsidy, Client Agencies must account for Fringe Benefits Tax.
 - (i) Where the place of employment and the dwelling for which the employee is receiving a HOSS subsidy are a non-remote area (see Appendix 3) the Client Agency pays Fringe Benefits Tax on the full amount of the HOSS subsidy.
 - (ii) Where the place of employment and the dwelling for which the employee is receiving a HOSS subsidy are in a remote area (see Appendix 3), the Client Agency:
 - a. pays Fringe Benefits Tax on fifty percent (50%) of the HOSS subsidy that relates to interest repayments made by the employee (*Fringe Benefits Tax Assessment Act 1986 sec. 60(2)*); and
 - b. pays Fringe Benefits Tax on the full amount of the HOSS subsidy that relates to principal paid by the employee.

- (iii) For places of employment and dwellings not in locations listed in Appendix 3, employees should contact their Client Agency.
- (iv) Client Agencies are to notify employees receiving a HOSS subsidy of the HOSS-related fringe benefits that will be reported on the employee's tax return.

3.6 The Client Agency may revise the HOSS subsidy amount at any time during a HOSS agreement, so long as the revised subsidy amount meets the conditions in section 3.1.

3.7 An employee may receive a HOSS subsidy for a maximum of five years.

4. Ongoing eligibility to receive HOSS

4.1 If a Client Agency temporarily re-locates an employee receiving a HOSS subsidy to a new place of work and place of residence, the Client Agency will continue to pay the HOSS subsidy to this employee under the terms of the original HOSS agreement.

4.2 If an employee who is receiving a HOSS subsidy becomes employed by another Client Agency that provides the HOSS subsidy, the employee is eligible to receive the HOSS subsidy for the remainder of the term specified in the original HOSS agreement, subject to the new employing Client Agency's approval.

4.3 If an employee wishes to receive a HOSS subsidy for a dwelling other than the one specified in the original HOSS agreement, then so long as the eligibility criteria of sections 1.1 and 1.2 are met, the employee may receive a HOSS subsidy for the proposed dwelling, subject to the Client Agency's approval. The Client Agency providing a HOSS subsidy in these circumstances may:

- (i) be the Client Agency that took out the original HOSS agreement or a Client Agency that is the new employer;
- (ii) re-calculate the amount it will subsidise the loan repayments for the proposed dwelling;
- (iii) provide the HOSS subsidy, whether the original amount or a re-calculated amount, for no longer than the remainder of the term of the original HOSS agreement.

5. Discontinuing a HOSS subsidy

5.1 A HOSS agreement will cease in the following instances:

- (i) the employee ceases to occupy the dwelling as their principal place of residence – except for the circumstances in 4.1(i) above;
- (ii) the employee pays out the loan before the HOSS subsidy agreement expires;
- (iii) the employee or their partner purchases or part purchases another dwelling within 50 travel distance by dedicated roads to the employee's place of employment.

Policy Statements:

II. Tenants Purchasing a GROH-owned Dwelling

- 1.1 A GROH tenant who occupies a GROH-owned dwelling may apply to purchase this dwelling.
- 1.2 For a GROH dwelling to be eligible for a tenant to purchase:
 - (i) both the dwelling and the land must be owned by Communities;
 - (ii) the dwelling must be greater than ten years old;
 - (iii) Communities must determine that the sale of the dwelling is unlikely to restrict the future supply of dwellings to GROH clients; and
 - (iv) if the dwelling is part of a grouped housing development, a strata-title must be in place or Communities must be willing to strata title the development before the dwelling can be purchased.
- 1.3 Sales of GROH dwellings must be approved by:
 - (i) the Client Agency; and
 - (ii) the Director General of Communities or an appropriate delegate.
- 1.4 The following conditions apply to the sale of the dwelling:
 - (i) The sale price will:
 - be based on two independent private valuations obtained by Communities; and
 - not be influenced by the length of time the tenant has occupied the dwelling.
 - (ii) GROH tenants applying to purchase a GROH dwelling:
 - must pay an application fee of the amount published on Communities' website to cover the costs of the valuation of the dwelling;
 - must provide written evidence of their ability to purchase, for example:
 - formal pre-approval for a bank loan; or
 - a bank statement (or similar) showing available funds for a cash purchase.
 - may not negotiate the sale price; and
 - must have fully repaid any outstanding debts to Communities, such as water consumption or tenant liability, before the sale of the GROH-owned dwelling will be settled.

Document History

VERSION	DATE	REASON	POLICY AUTHORS	OFFICER'S TITLE	DATE LOADED ON INTERNET
1.1	September 2001	Policy Developed			
1.2	November 2001	The original version of the document for the purposes of amendments and updates is held by GROH and is stored on the Communities website – Housing.wa.gov.au – Investors and Partners – GROH Client Agencies			
2.0	January 2020	Policy revised to amalgamate Home Ownership Subsidy Scheme Policy and Sale to Tenants Policy, to increase maximum subsidy limit, re-word for clarity and reformat	Brett Hockley	Senior Policy and Practice Officer	January 2020

Authorisation

VERSION	AUTHORISED BY	APPROVAL DATE	EFFECTIVE DATE	SECTIONS MODIFIED (IF APPLICABLE)
2.0	Executive Director Contracting	January 2020	January 2020	

Summary Information

Responsible Officer	Executive Director Contracting
Contact Officer	Senior Policy and Practice Officer, Contracting
Superseded Documents	GROH Home Ownership Subsidy Scheme Policy GROH Sale to Tenants Policy
Review	November 2022
File Number	2019/MS/319
Document Control	This document is published on the Communities website, www.housing.wa.gov.au , under the 'Housing', 'GROH Agencies' section of the 'Investors & Partners' menu.
Associated Documents	<ul style="list-style-type: none"> • <i>Government Employees' Housing Act 1964</i> • <i>Residential Tenancies Act 1987</i> • <i>Government Regional Officers' Housing Eligibility Policy</i>

Appendix 1: HOSS subsidy calculation: Example 1

An employee is the GROH tenant of a four-bedroom, two-bathroom, GROH dwelling in Broome, built in 2008. The employee is seeking a HOSS subsidy for a \$450,000 home.

1. MAXIMUM HOSS SUBSIDY (TENANT)

Item	Amount
i. Current GROH rental (per week)	
Agency's Rent	\$680
less Maximum TRSF Rent (tenant)	\$300
Agency's GROH rent subsidy	\$380
ii. Prospective home and home loan details	
Home value	\$450,000
less Deposit (10%)	\$45,000
Loan	\$405,000
Interest rate	5%
Period	30 years
Loan repayments (per week)	\$390
iii. HOSS subsidy calculation	
Maximum HOSS subsidy is lowest of:	
- \$350 per week	\$350
- minimum weekly home loan repayments	\$390
- 75% of weekly Agency's GROH rent subsidy (75% * \$380)	\$285
Maximum HOSS subsidy (per week)	\$285

2. COST TO AGENCY (PER YEAR)

Cost item	Amount
(i) Agency's GROH rent subsidy (\$380 * 52)	\$19,760
(ii) Maximum HOSS subsidy payable to tenant (\$285 * 52)	\$14,820
(iii) FBT payable (see Assumptions)	\$6,571
(iv) Total cost of HOSS subsidy (\$14,820 + \$6,571)	\$21,391
(v) Difference* (\$21,391 - \$19,760)	\$1,631
* The positive amount \$1,631 indicates HOSS subsidy will be \$1,631 per year more expensive than the GROH rental subsidy for the Agency.	

3. ASSUMPTIONS – FRINGE BENEFITS TAX

The full amount of the HOSS subsidy of \$14,820 (2(ii)) is in respect of the employee's interest repayments. Therefore, the Client Agency pays FBT on 50% of its HOSS loan subsidy: 50% * \$14,820 = \$7,410. To calculate the taxable fringe benefit, \$7,410 is grossed up by 1.8868 and the FBT rate of 47% is applied: 1.8868 * \$7,410 * 47% = \$6,571 (2(iii)).

Note: The above is an example only. Dwelling values, rents, interest rates and tax rates should not be used to guide any individual's specific decision.

Appendix 2: HOSS subsidy calculation: Example 2

An employee is the GROH tenant of a four-bedroom, two-bathroom, GROH dwelling in Wagin, built in 2012. The employee is seeking a HOSS subsidy for a \$220,000 home.

1. MAXIMUM HOSS SUBSIDY (TENANT)

Item	Amount
i. Current GROH rental (per week)	
Agency's Rent	\$590
less Maximum TRSF Rent (tenant)	\$300
Agency's GROH rent subsidy	<u>\$290</u>
ii. Prospective home and home loan details	
Home value	\$220,000
less Deposit (10%)	\$22,000
Loan	\$198,000
Interest rate	5%
Period	20 years
Loan repayments (per week)	<u>\$195</u>
iii. HOSS subsidy calculation	
Maximum HOSS subsidy is lowest of:	
- \$350 per week	\$350
- minimum weekly home loan repayments	\$195
- 75% of weekly Agency's GROH rent subsidy (75% * \$290)	\$218
Maximum HOSS subsidy (per week)	<u>\$195</u>

2. COST TO AGENCY (PER YEAR)

Cost item	Amount
(i) Agency's GROH rent subsidy (\$290 * 52)	\$15,080
(ii) Maximum HOSS subsidy payable to tenant (\$195 * 52)	\$10,140
(iii) FBT payable (see Assumptions)	\$4,496
(iv) Total cost of HOSS subsidy (\$10,140 + \$4,496)	\$14,636
(v) Difference* (\$14,636 - \$15,080)	<u>-\$444</u>

* The negative amount -\$444 indicates HOSS subsidy will be \$444 less expensive per year than the GROH rental subsidy for the Agency.

3. ASSUMPTIONS – FRINGE BENEFITS TAX (FBT)

The full amount of the HOSS subsidy of \$10,140 (2(ii)) is in respect of the employee's interest repayments. Therefore, the Client Agency pays FBT on 50% of its HOSS loan subsidy: 50% * \$10,140 = \$5,070. To calculate the taxable fringe benefit, \$5,070 is grossed up by 1.8868 and the FBT rate of 47% is applied: 1.8868 * \$5,070 * 47% = \$4,496 (2(iii)).

Note: The above is an example only. Dwelling values, rents, interest rates and tax rates should not be used to guide any individual's specific decision.

Appendix 3: Remote and Non-remote areas for Housing Fringe Benefits Tax

(*Fringe Benefits Tax Assessment Act 1986*, sections 58ZC and 140 ‘Eligible Urban Areas’)

Remote: FBT for housing is exempt

Remote	Remote
Augusta	Meekatharra
Boddington	Merredin
Boulder	Moora
Bridgetown	Mount Barker
Broome	Narrogin
Busselton	Newman
Carnarvon	Norseman
Collie	Pannawonica
Coolgardie	Paraburdoo
Dampier	Port Denison
Denham	Port Hedland
Denmark	Roebourne
Derby	Southern Cross
Dirk Hartog Island	Tom Price
Dongara	Wagin
Dunsborough	Waroona
Esperance	Wickham
Exmouth	Wyndham
Fitzroy Crossing	
Halls Creek	
Kalbarri	
Kalgoorlie	
Kambalda	
Karratha	
Katanning	
Kellerberrin	
Kojonup	
Kununurra	
Leinster	
Leonora	
Manjimup	
Margaret River	

Non-remote: FBT payable for housing

Non-remote
Albany
Australind
Bunbury
Byford
Capel
Donnybrook
East Bullsbrook
Eaton
Gelorup
Geraldton
Golden Bay
Harvey
Kwinana
Leschenault
Little Grove
Mandurah
Mount Helena
Mundaring
North Pinjarra
Northam
Parkerville
Perth
Pinjarra
Rockingham
Singleton
Stoneville
Thomson Bay
Two Rocks
Wanneroo
York
Yanchep
Yunderup

Source: Australian Taxation Office: ‘Fringe Benefits Tax – Remote Areas’, [https://www.ato.gov.au/General/Fringe-benefits-tax-\(FBT\)/In-detail/Exemptions-and-concessions/FBT--remote-areas/](https://www.ato.gov.au/General/Fringe-benefits-tax-(FBT)/In-detail/Exemptions-and-concessions/FBT--remote-areas/) accessed 12 November 2019.

Appendix 4: Sample HOSS Subsidy Agreement

HOME OWNERSHIP SUBSIDY SCHEME FOR GOVERNMENT EMPLOYEES

SAMPLE: LOAN SUBSIDY AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 20 _____

BETWEEN: _____

[CLIENT AGENCY NAME] of [address] in the State of Western Australia;

And _____

The party or parties whose details are set out in the Schedule hereto
(**the Employee**).

WHEREAS:

- A. The Employee has agreed to purchase a property from the [REGISTERED PROPRIETOR] as agreed by [CLIENT AGENCY], details of which are set out in the Schedule (**the Property**).
- B. The Employee currently leases, or would be entitled to lease as part of their employment, a property provided by the Housing Authority, in respect of which lease [CLIENT AGENCY] pays (or would pay) a rental subsidy on behalf of the Employee in the amount set out in the Schedule (**the Rental Subsidy**).
- C. The Employee has been granted finance for the purchase of the Property from the institution (**the Lender**), in the amount (**the Loan Amount**) and subject to the minimum weekly repayments set out in the Schedule (**the Minimum Loan Repayments**).
- D. The Employee is currently employed by [CLIENT AGENCY].
- E. Payable by [CLIENT AGENCY], it has agreed to subsidise the repayment of the Loan Amount by the Employee subject to and upon the terms and conditions of this AGREEMENT and the Government Regional Officers Housing (GROH) Home Ownership Subsidy Scheme and Home Purchase Policy (**the Policy**), a copy of which is attached at **Attachment A**.

SAMPLE: LOAN SUBSIDY AGREEMENT (cont.)

NOW IT IS AGREED as follows:

1. The Employee is eligible for a 'Loan Subsidy' under the terms and conditions of the Policy.
2. The Employee and [CLIENT AGENCY] are bound by the terms and conditions of the Policy and the provisions of this Agreement.
3. Following settlement of the Employee's purchase of the Property [CLIENT AGENCY] shall, subject to the following conditions, pay on behalf of the Employee a home loan subsidy (**the Loan Subsidy**) equal to the lesser of:
 - 3.1 75% of the Rental Subsidy per week;
 - 3.2 \$350.00 per week;
 - 3.3 the Minimum Loan repayments per week; or
 - 3.4 some other amount approved by [CLIENT AGENCY DIRECTOR]

The approved amount of the Loan Subsidy is \$_____per week.

4. The Loan Subsidy shall be paid by [CLIENT AGENCY] direct to the Lender at the times required by the terms of the loan agreement between the Employee and the Lender. The Employee shall annually provide [CLIENT AGENCY] a statement of the home loan account from the Lender, indicating the principal and interest components of the repayment schedule. The Employee shall notify [CLIENT AGENCY] in writing of any alteration to the repayment schedule of the loan agreement required or agreed to by the Lender.
5. The Loan Subsidy shall be paid by [CLIENT AGENCY] for a period expiring upon the occurrence of the earliest of the following:
 - 5.1. the fifth anniversary of the date of settlement of the Employee's purchase of the Property;
 - 5.2. the Employee's last date of employment with [CLIENT AGENCY];
 - 5.3. the Employee ceasing to occupy the Property as the Employee's principal place of residence;
 - 5.4. the Employee (or their partner) purchasing or taking a share in another property within 50 km of their place of employment;
 - 5.5. the repayment of the total of the Loan Amount;
 - 5.6. the Employee failing to remedy any notice of default issued to the Employee by the Lender within the time required by that notice (such that the Lender becomes immediately entitled to demand repayment of the total Loan Amount and to exercise the powers upon default conferred upon the Lender by the loan agreement between the Employee and the Lender); or
 - 5.7. the Employee breaching any of the terms and conditions of this Agreement or the Policy.

SAMPLE: LOAN SUBSIDY AGREEMENT (cont.)

6. The Employee shall immediately advise [CLIENT AGENCY] in writing of the occurrence of any of the events referred to in clause 5.
 7. The Employee shall reimburse to [CLIENT AGENCY] any Loan Subsidy payments made by [CLIENT AGENCY] to the Lender after the occurrence of any of the events referred to in clause 5 and such payments shall constitute a debt due and payable without demand by the Employee to [CLIENT AGENCY].
 8. At any time during the term of this Agreement [CLIENT AGENCY] may review and adjust the Loan Subsidy amount within the parameters of clause 3. In the event that [CLIENT AGENCY] is to adjust the amount of the Loan Subsidy, it shall provide a minimum 30 days written Notice to the Employee, except where the adjustment is a result of the Lender reducing the Minimum Loan Repayments below the current subsidy level, in which case the Loan Subsidy reduction will be effective from the date of the Lender's adjustment.
 9. [CLIENT AGENCY] will review the Loan Subsidy amount if it receives a notification of alteration from the Employee under clause 4 and will be entitled to require or request the Employee to provide such notification at any time (which the Employee agrees to do promptly).
 10. Nothing in this Agreement constitutes a guarantee for the Loan entered into between the Employee and the Lender. [CLIENT AGENCY] has no equitable interest in the Property. Under no circumstances will [CLIENT AGENCY] act as a guarantor for any loan entered into by the Employee.
-

SCHEDULE

The Employee (name):

The Property (address):

The Rental Subsidy: \$_____ per week.

The Lender: _____

The Loan Amount: \$_____.

The Minimum Loan
Repayment: \$_____ per week.

Amount of Loan
Subsidy: \$_____ per week.

The Common Seal of
[CLIENT AGENCY]
was hereunto affixed in the presence of

[CLIENT AGENCY HEAD]

[Relevant MANAGER]

Signed by [the Employee]

in the presence of [NAME OF WITNESS]
