



## DEED OF GRANT

The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed.

### GRANT DETAILS

#### ITEM 1: PARTIES

##### Commission

Name:	<b>AUSTRALIAN CAPITAL TERRITORY</b> , the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cth) <b>(Territory)</b> represented by the <b>Chief Minister, Treasury and Economic Development Directorate</b>	
Address:		
Contact Officer		Phone: Email:

##### Recipient

Name:	
ABN/ACN:	
Recipient Contact Officer:	Name: Position: Address: Ph: Email:

#### ITEM 2: DATE OF DEED

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#### ITEM 3: TERM

From [insert date or "the date of this Deed"] to [insert date]
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### ITEM 3: GRANT

Grant:	Total amount: \$[insert Grant amount] (GST exclusive).												
	The Grant is payable by instalments [delete if not applicable]. Invoices may be only be rendered in accordance with the following milestones:												
	<table border="1"><thead><tr><th>Milestone</th><th>Amount (GST Exclusive)</th><th>Due date:</th></tr></thead><tbody><tr><td>1.</td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td></tr><tr><td>3.</td><td></td><td></td></tr></tbody></table>	Milestone	Amount (GST Exclusive)	Due date:	1.			2.			3.		
Milestone	Amount (GST Exclusive)	Due date:											
1.													
2.													
3.													
	The Grant is : (a) payable within 30 days of receipt by the Commission of an invoice; (b) inclusive of all disbursement, including out-or-pocket expenses incurred by the Recipient.												

### ITEM 4: FUNDED ACTIVITY

[insert detailed description of the Funded Activity to be undertaken including of any milestones and the due date of each milestone]

### ITEM 5: SPECIAL CONDITIONS

[Insert special conditions in numbered paragraphs or if none insert "Not Used"]

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## GRANT TERMS & CONDITIONS

IT IS AGREED by the parties:

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Deed:

**Territory Material** means any information or material provided by the Territory to the Recipient for the purposes of this Deed including documents, equipment, information and data stored by any means;

**Information Privacy Act** means the *Information Privacy Act 2014* (ACT);

**Grant Material** means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Funded Activity including all reports (whether in draft or final form), documents, information and data stored by any means; and

**Territory, Recipient, Term, Grant, Funded Activity** and **Special Conditions** have the meanings set out in the Grant Details.

#### 1.2 General

In this Deed:

- (1) references to "Recipient" include any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words in the singular include the plural and vice versa;
- (4) headings are for convenience only and do not affect the construction or interpretation of this Deed;
- (5) an obligation imposed on more than one person binds them jointly and severally; and

- (6) the word "include" and any derivation is not to be construed as a word of limitation.

### 2 FUNDED ACTIVITY

The Recipient must:

- (1) undertake the Funded Activity at its own cost and risk in accordance with the terms of this Deed and to a high standard of care, skill and diligence;
- (2) ensure that it holds all relevant licences or permits and complies with all laws necessary to undertake the Funded Activity;
- (3) use the Grant only for the purposes of undertaking the Funded Activity; and

complete the Funded Activity by the end of the Term.

### 3 GRANT

Subject to the Recipient's compliance with the terms of the Deed, the Territory must pay the Recipient the Grant in accordance with Item 3.

### 4 FINAL REPORT AND GRANT ACQUITTAL

- (1) The Recipient must provide to the Territory, a final report confirming the completion of the Funded Activity and an acquittal of the Grant in accordance with the form in Schedule 1, within 30 days from the end of the Term.
- (2) If requested, the Recipient must provide as soon as practically possible provide to the Territory, all records necessary or which are requested by the Territory to substantiate the expenditure of the Grant.
- (3) The Recipient must inform the Territory of all matters likely to materially and adversely affect the timing, scope and cost of the Funded Activity or the Recipient's ability to

carry on or complete the Funded Activity in accordance with this Deed.

## **5 ACKNOWLEDGEMENT**

The Recipient must acknowledge the Territory in a form agreed to by the parties, in any Grant Material, documents, brochures, books, articles, newsletters artistic or literary works published in relation to the Funded Activity, and invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

## **6 INTELLECTUAL PROPERTY RIGHTS**

### *6.1 Ownership of Grant Material*

Ownership of all Grant Material, including intellectual property rights, vests on its creation in the Recipient.

### *6.2 Licence to Territory*

The Recipient grants the Territory an irrevocable, perpetual, royalty free limited licence to use and exploit the Grant Material developed as part of this Deed, including to supply, publish, perform, communicate, broadcast, adapt and copy the Grant Material.

### *6.3 Third Party Rights*

The Recipient warrants that the Territory's use of any Grant Material under this Deed will not infringe the intellectual property rights of, or create any obligations in connection with, any third party.

## **7 INSPECTION OF RECORDS**

The Recipient must, in addition to any obligations it has under the law, allow the Territory or its agents on reasonable notice to attend any premises where the Recipient maintains any records and allow the Territory or its agents to inspect and take copies of all information (at its own

cost) pertaining to the Recipient's conduct of the Funded Activity.

## **8 INSURANCE AND INDEMNITY**

8.1 The Recipient must effect and maintain for the Term:

- (1) public liability insurance for the amount of \$20 millions in respect of each occurrence; and
- (2) if applicable, professional indemnity insurance for the amount of \$5 million in respect of each claim and \$10 million in the annual aggregate with a reputable insurer.

8.2 The Recipient indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the recipient in connection with the Funded Activity, except to the extent the Territory caused the relevant loss, damage or injury.

## **9 TERMINATION**

The Territory may at any time by written notice to the Recipient, terminate this Deed or reduce the funding for the Funded Activity for any reason, and in that event, the Recipient must:

- (1) In the event of termination, comply with the notice and clause 9; or
- (2) In the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

## **10 REFUND OF GRANT**

10.1 At the end of the Term, or earlier termination of this Deed, the Recipient must:

- (1) within 30 days, provide the Territory with an acquittal of the Grant in accordance with Schedule 1; and
- (2) promptly repay any or all of the Grant that remains unacquitted.

10.2 For the purpose of this clause, the funds remain unacquitted if it:

- (1) is not spent and is not contractually committed to be spent; or
- (2) has been spent in breach of this Deed.

## **11 GENERAL**

### *11.1 Conflict of interest*

The Recipient warrants that no conflict of interests exists or is likely to arise in the execution of the Funded Activity under this Deed, and must if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or mitigate the conflict or risk of conflict.

### *11.2 No employment, partnership or agency relationship*

Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves as being employees, partners or agents of the Territory.

### *11.3 Entire Deed*

This Deed comprises the entire Deed between the parties in relation to the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and Deeds.

### *11.4 Variation*

This Deed may only be varied by the written agreement of the parties prior to the expiration of this Deed.

### *11.5 Governing Law*

This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

### *11.6 Survival of clauses*

Clauses 6, 8, 9 and 10 will survive the expiration or earlier termination of this Deed.

**EXECUTION PAGE**

**Executed as a Deed** for and on behalf of the )  
**AUSTRALIAN CAPITAL TERRITORY** by its duly )  
appointed delegate: )

.....  
Witness

.....  
Territory Delegate

.....  
Print name

.....  
Print name

**Executed as a Deed** for and on behalf of the )  
**Recipient** )  
[If a **Company**: in accordance with s127 of the )  
*Corporations Act 2001* (Cth):]  
[If an **Association**: in accordance with its  
Constitution:]

.....  
Signature of Authorised Officer/Director/Secretary

.....  
Signature of Recipient/  
Authorised Officer/Director/Secretary

.....  
Print name

.....  
Print name

**Note:**

**Company:** Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by the Sole Director if the company has only one Director, or by two Directors or a Director and a Secretary.

**Individual:** Must be signed by the individual Recipient and witnessed by a person over the age of 18.

**Incorporated Association:** Must be signed in accordance with the Recipient's constitution, which may or may not require the common seal to be affixed. As a minimum, two authorised officers must sign.

## SCHEDULE 1 – ACQUITTAL FORM

This section is to be **kept by the Recipient** and returned to the Territory upon the finalisation of all the necessary acquittal documentation. **Failure to do so will jeopardise future funding.**

**Applicant Organisation:**

**Application Number:**

**Grant:**

**Funded Activity:**

**ABN:**

**Termination Date:**

**Acquittal Date:**

**Special Conditions:**

Recipients must be able to clearly demonstrate that the Grant has been expended in accordance with the Terms and Conditions of the Funding Deed.

**For Special Initiatives:**

A copy of the relevant financial statement certified by a registered accountant that CLEARLY identifies the income and expenditure of the grant supported by invoices, receipts and bank statements, in accordance with the matching funding requirement, if applicable.

**OR**

A document signed by a registered accountant that CLEARLY identifies the receipt and expenditure of the grant supported by invoices, receipts and bank statements, in accordance with the matching funding requirement, if applicable.

I certify that the grant was expended for the above purpose, prior to the termination date, and in accordance with the Terms and Conditions of the Deed of Grant.

To be **SIGNED** by a principal office holder only:

This signed Acquittal Form and the financial documentation to acquit this grant is to be forwarded to the following address:

[Insert Directorate contact address]

For further information or enquiries please call: [insert phone number]