ACT Government
Chief Minister, Treasury and Economic Development

Freedom of Information Disclosure Log Publication Coversheet

The following information is provided pursuant to section 28 of the *Freedom of Information Act 2016*.

Application Details	
Ref. No.	CMTEDDFOI 2026-211
Date of Application	3 August 2026
Date of Decision	6 October 2026
Processing time (in working days)	45
Fees	Waived
Decision on Access	Partial Release
Information Requested (summary)	Information about softball ACT and Hawker International Softball centre

Publication Details		
Original application	☑ Published	☐ N/A
Decision notice	☑ Published	☐ N/A
Documents and schedule	☑ Published	☐ N/A
Decision made by Ombudsman	N/A	
Additional information identified by Ombudsman	N/A	
Decision made by ACAT	N/A	
Additional information identified by ACAT	N/A	

Freedom of Information (FOI) request - Submission confirmation

Your submission has been successful. Please keep a copy of this receipt for your records.

Date and time

17 Jun 2026 7:47:29 PM

Reference code

[redacted]

Chief Minister, Treasury and Economic Development Directorate (CMTEDD)

GPO Box 158
Canberra City, ACT 2601

Phone: 6207 7754
CMTEDDFOI@act.gov.au

Applicant information

☐ I want to submit this request anonymously

Assistance

Do you need assistance with preparing your request?

○ Yes

◉ No

Do you need an interpreter?

○ Yes

◉ No

Applicant details

Title

[redacted]

First name*

[redacted]

Last name

[redacted]

Pronouns

Chosen name

Business/Organisation

Baseball Canberra

Contact details

Please provide at least one method of contact. We use this information to confirm details of the request and deliver information to you once your request is completed.

Phone number

Email address

Address line 1

Address line 2

Suburb

State

Postcode

Help us direct your request

The following information helps us send your request to the most appropriate team who will coordinate and respond to your request.

What type of information are you requesting? *

There are two types of information commonly asked for: personal information and non-personal or general information.

- Personal information refers to your own or another's personal affairs. If you wish to access personal information, you will need to provide proof of identity.

- Non-personal or general information is all the information held by government about how the government undertakes its functions and roles.

- ( ) Personal information
- (•) Non-personal (General) information

What do you know about the information you are requesting?*

- (•) I know the Directorate or agency
- ( ) I know the topic
- ( ) I am not sure

Directorate or agency*

- ( ) Canberra Health Services
- (•) Chief Minister, Treasury and Economic Development Directorate
- ( ) City and Environment Directorate
- ( ) Digital Canberra
- ( ) Education Directorate
- ( ) Health and Community Services Directorate
- ( ) Infrastructure Canberra
- ( ) Justice and Community Safety Directorate
- ( ) Multiple Directorate request

Request for

To help us process your request:

- Include enough detail in your application so we can identify what government information you want.
- As an alternative to using fields within the form, you may choose to attach documents or audio recordings.
- You may wish to include a statement on how the release of this information is in the public interest.

Scope of your request

What information are you requesting access to?*

I request access under the Freedom of Information Act 2016 (ACT) to documents held by the ACT Government relating to the occupancy, management, governance and operation of the Hawker International Softball Centre by Softball ACT.

Background

Baseball Canberra (BC) is the peak governing body for baseball in the Australian Capital Territory. BC occupies office space and conducts the majority of its competitions, training and representative activities at the Narrabundah Ballpark.

Despite being the long-term occupant and administrator of baseball activities at Narrabundah Ballpark, BC does not currently have a documented tenancy, licence, occupancy agreement, site agreement or other formal arrangement with the ACT Government that clearly establishes its status, rights or responsibilities in relation to the facility.

As part of a governance review, the BC Board is seeking to better understand the governance and occupancy models adopted by the ACT Government for comparable peak sporting organisations. In particular, BC seeks access to documents relating to the relationship between the ACT Government and Softball ACT in respect of the Hawker International Softball Centre.

The purpose of this request is to better understand the governance framework adopted by the ACT Government for a comparable sporting organisation so that BC may engage constructively with the ACT Government regarding its own long-term occupancy, governance and operational arrangements.

Documents Requested

Without limiting the scope of this request, I seek copies of any:

* any lease, licence, tenancy agreement, occupancy agreement, site agreement, memorandum of understanding or similar instrument between ACTGov and Softball ACT;
* schedules, annexures, attachments or variations to those agreements;
* documents setting out the rights, responsibilities and obligations of Softball ACT as the occupant, tenant, licensee or manager of the Hawker International Softball Centre;
* agreements or policies relating to field bookings, priority access, exclusive use, casual hire arrangements or event management;
* documents relating to booking protocols, approval processes or delegation of booking authority;
* documents relating to fees, rent, licence payments, peppercorn rent, subsidies, waivers or other financial arrangements;
* funding agreements, grant agreements or records of ACT Government financial contributions towards maintenance, capital works, equipment, utilities or operational costs;
* documents identifying responsibility for maintenance, repairs, asset replacement, grounds management, cleaning, security, utilities and other facility management functions;
* asset management plans, maintenance schedules or facility management plans relating to the Hawker International Softball Centre;
* documents relating to the collection, retention or use of revenue generated from the facility, including grounds hire or other commercial activities undertaken by Softball ACT;
* ACTGov correspondence, emails, file notes, briefing papers or internal advice concerning the governance, occupation or management of the Hawker facility;
* ministerial briefs, decision papers, approval documents or other briefing material relating to the governance or occupancy arrangements between ACTGov and Softball ACT's;

* documents explaining when and why the current governance / occupancy model was first adopted, who was involved in those negotiations and who approved the model;
* any policies or procedures governing the relationship between the ACT Government and Softball ACT in relation to the facility; and
*copies of any ACTGov reviews, audits or evaluations of Softball ACT's occupancy or site management arrangements.

Public Interest

BC is the recognised peak body for baseball in the ACT and represents hundreds of players, officials, volunteers, coaches, clubs and their families.

The requested documents are sought for a legitimate governance purpose. BC is reviewing its long-term occupancy, governance and operational arrangements with the ACT Government to ensure the organisation is managed transparently, sustainably and in the best interests of its members.

The requested information will assist BC to:

* understand governance and occupancy models currently adopted by the ACT Government for comparable sporting organisations;
* identify options for establishing clear and documented arrangements regarding the occupation and management of its principal facility;
* better understand responsibilities for maintenance, asset management, bookings, revenue generation and operational funding;
* support informed and constructive engagement with the ACT Government regarding future site arrangements; and
* provide accurate information to BC's members regarding the organisation's long-term tenure, governance and stewardship of the Narrabundah public sporting infrastructure.

Given that both organisations are publicly funded, not-for-profit peak "diamond sport" sporting bodies, and both occupying ACTGov owned sporting facilities, there is a clear public interest in promoting transparency, accountability and sport-to-sport consistency regarding the governance arrangements under which those facilities are occupied and managed.

Disclosure of the requested documents would contribute to good governance of community sport, assist Baseball Canberra in fulfilling its obligations to its members, and promote informed discussion regarding the effective management of the site.

If the scope of this request is considered likely to unreasonably divert agency resources, I would appreciate the opportunity to discuss refining the request before any decision is made.

Attach additional documents to support your application

Submit application

Timeframes

The Directorate responsible for your application must:

- inform you in writing within 10 working days that it has received your application
- communicate to you about any difficulties/ delays in processing your request
- provide you with a decision on access to the information within 30 working days or less

Requests may take longer than 30 days in situations where an extension has been granted.

If the Directorate must consult a third party, the deadline for providing a decision is extended by 15 working days. The Directorate will notify you if consultation is required.

After you submit your request, the information you supply will be provided to:

- **Chief Minister, Treasury and Economic Development Directorate**
- **cmteddFOI@act.gov.au**

ACT Government
Chief Minister, Treasury and Economic Development

Our ref: CMTEDDFOI2026-211

[redacted]

FREEDOM OF INFORMATION REQUEST – NOTICE OF DECISION

I refer to your application under section 30 of the *Freedom of Information Act 2016* (the Act), received by the Chief Minister, Treasury and Economic Development Directorate (CMTEDD) on 3 August 2026. This was partially transferred from the City and Environment Directorate (CED). Specifically you sought:

"I request access under the Freedom of Information Act 2016 (ACT) to documents held by the ACT Government relating to the occupancy, management, governance and operation of the Hawker International Softball Centre by Softball ACT. Without limiting the scope of this request, I seek copies of any:

- *any lease, licence, tenancy agreement, occupancy agreement, site agreement, memorandum of understanding or similar instrument between ACTGov and Soft ball ACT;*
- *schedules, annexures, attachments or variations to those agreements;*
- *documents setting out the rights, responsibilities and obligations of Soft ball ACT as the occupant, tenant, licensee or manager of the Hawker International Soft ball Centre;*
- *agreements or policies relating to field bookings, priority access, exclusive use, casual hire arrangements or event management;*
- *documents relating to booking protocols, approval processes or delegation of booking authority;*
- *documents relating to fees, rent, licence payments, peppercorn rent, subsidies, waivers or other financial arrangements;*
- *funding agreements, grant agreements or records of ACT Government financial contributions towards maintenance, capital works, equipment, utilities or operational costs;*
- *documents identifying responsibility for maintenance, repairs, asset replacement, grounds management, cleaning, security, utilities and other facility management functions;*
- *asset management plans, maintenance schedules or facility management plans relating to the Hawker International Soft ball Centre;*
- *documents relating to the collection, retention or use of revenue generated from the facility, including grounds hire or other commercial activities undertaken by Soft ball ACT;*
- *ACTGov correspondence, emails, file notes, briefing papers or internal advice concerning the governance, occupation or management of the Hawker facility;*

- *ministerial briefs, decision papers, approval documents or other briefing material relating to the governance or occupancy arrangements between ACTGov and Soft ball ACT's;*
- *documents explaining when and why the current governance / occupancy model was first adopted, who was involved in those negotiations and who approved the model;*
- *any policies or procedures governing the relationship between the ACT Government and Soft ball ACT in relation to the facility; and*
- *copies of any ACTGov reviews, audits or evaluations of Soft ball ACT's occupancy or site management arrangements."*

Authority

I am an Information Officer appointed by the CMTEDD Director-General under section 18 of the Act to deal with access applications made under Part 5 of the Act.

Timeframes

In accordance with section 40 of the Act, CMTEDD is required to provide a decision on your access application within 30 days.

As this matter required third party consultation, the decision due date was extended by 15 working days, in accordance with section 40(2) of the Act.

Therefore, a decision is due by **6 October 2026.**

Decision on access

Searches within **CMTEDD** records have identified six documents within the scope of your request.

I have decided to grant partial access to all six documents.

The records identified as relevant to your application are listed in the schedule enclosed at **Attachment A**. This provides a description of each document that falls within the scope of your request and the access decision for each of those documents.

Release of information

The information being released to you is provided at **Attachment B**.

In addition to the documents provided, annual lists of grant recipients are publicly available on the ACT Government Sport and Recreation website (www.sport.act.gov.au) and in the CMTEDD Annual Reports. These records identify the following grants awarded in relation to Hawker International Softball Centre:

- **2022 Community Sport and Recreation Development Program (CSRDP):** $4,000 for a Portable Home Run Fence (Diamonds 1 and 2).
- **2021 Capital Assistance Program (CAP):** $91,000 for Seating and Shade Amenities at Hawker International Softball Centre.
- **2021 Community Sport and Recreation Development Program (CSRDP):** $971 for a Sanitisation Station at Hawker Softball Centre.
- **2019 Capital Assistance Program (CAP):** $3,833 for Re-keying of Hawker International Softball Centre.
- **2019 Capital Assistance Program (CAP):** $22,450 for a Boundary Fencing Upgrade at Hawker Softball Centre.
- **2018 Capital Assistance Program (CAP):** $3,486 for Emergency and Exit Lighting.

Statement of Reasons

In accordance with section 54(2) of the Act a statement of reasons outlining my decisions is below. In reaching my access decisions, I have taken the following into account:

- the Act
- the information that falls within the scope of your request
- publicly available information
- *Human Rights Act 2004*

As a decision maker, I am required to determine whether the information within scope is in the public interest to release. To make this decision, I am required to:

- assess whether the information would be contrary to public interest to disclose as per **Schedule 1** of the Act.
- perform the public interest test as set out in section 17 of the Act by balancing the factors favouring disclosure and factors favouring nondisclosure in **Schedule 2** of the Act.

Exemptions claimed

Schedule 1: Information taken to be contrary to the public interest

No schedule 1 provisions identified.

Public Interest Test

The Act has a presumption in favour of disclosure. As a decision maker I am required to decide where, on balance, public interest lies. As part of this process, I must consider factors favouring disclosure and nondisclosure.

In *Hogan v Hinch* (2011) 243 CLR 506, [31] French CJ stated that when 'used in a statute, the term [public interest] derives its content from "the subject matter and the scope and purpose" of the enactment in which it appears'. Section 17(1) of the Act sets out the test, to be applied to determine whether disclosure of information would be contrary to the public interest. These factors are found in subsection 17(2) and Schedule 2 of the Act.

Schedule 2: Factors to be considered when deciding the public interest

- *Section 2.1(a)(ii) - contribute to positive and informed debate on important issues or matters of public interest.*
- *Section 2.1(a)(iii) - inform the community of the government's operations, including policies, guidelines and codes of conduct followed by the government in its dealings with members of the community.*
- *Section 2.1(a)(iv) - ensure effective oversight of expenditure of public funds.*

Considering this information, I find that release of this information could reasonably inform the community about the government's operations and expectations in relation to grants funding and contribute to informed debate about sports funding provided to clubs in general. The release of this information relates to the expenditure of public funds and allows the public to scrutinise the economic benefits of public investments in sporting teams. I apply significant weight to these factors for disclosure.

Noting that the Act has an express pro-disclosure bias which reflects the importance of public access to government information, I must consider the above factors for disclosure against those factors favouring nondisclosure.

Factors favouring nondisclosure (Section 2.2)

- Section 2.2(a)(ii) - prejudice the protection of an individual's right to privacy or any other right under the Human Rights Act 2004.

When considering this information against the factors favouring nondisclosure, I am satisfied that the protection of an individual's right to privacy is a significant factor. The signatures and direct contact information of third parties have been redacted. These individuals are entitled to expect that the personal information they have supplied as part of this process will be dealt with in a manner that protects their privacy under the *Human Rights Act 2004.*

Having applied the test outlined in section 17 of the Act and deciding that release of some information contained in the documents is not in the public interest to release, I have chosen to redact this specific information in accordance with section 50(2). Noting the pro-disclosure intent of the Act, I am satisfied that redacting only the information that I believe is not in the public interest to release will ensure that the intent of the Act is met and will provide you with access to the majority of the information held by CMTEDD within the scope of your request.

Charges

Processing charges are applicable for this request because the total number of pages to be released to you exceeds the charging threshold of 50 pages. However, the charges have been waived.

Online publishing – Disclosure Log

Under section 28 of the Act, CMTEDD maintains an online record of access applications called a disclosure log.

Your original access application and my decision will be published on the CMTEDD disclosure log. Your personal contact details will not be published.

Ombudsman Review

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek Ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is provided to you, or a longer period allowed by the Ombudsman.

We recommend using this form *Applying for an Ombudsman Review* to ensure you provide all of the required information. Alternatively, you may write to the Ombudsman at:

The ACT Ombudsman
GPO Box 442
CANBERRA ACT 2601

Via email: actfoi@ombudsman.gov.au

ACT Civil and Administrative Tribunal (ACAT) Review

Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal
GPO Box 370
Canberra City ACT 2601
Telephone: (02) 6207 1740
http://www.acat.act.gov.au/

Should you have any queries in relation to your request please contact the CMTEDD FOI Team by telephone on 6207 7754 or email CMTEDDFOI@act.gov.au.

Yours sincerely



Emma Hotham

Information Officer
Chief Minister, Treasury and Economic Development Directorate

6 October 2026

ACT Government
Chief Minister, Treasury and Economic Development

FREEDOM OF INFORMATION REQUEST SCHEDULE

WHAT ARE THE PARAMETERS OF THE REQUEST	Reference NO.
"I request access under the Freedom of Information Act 2016 (ACT) to documents held by the ACT Government relating to the occupancy, management, governance and operation of the Hawker International Softball Centre by Softball ACT. Without limiting the scope of this request, I seek copies of any: • *any lease, licence, tenancy agreement, occupancy agreement, site agreement, memorandum of understanding or similar instrument between ACTGov and Soft ball ACT;* • *schedules, annexures, attachments or variations to those agreements;* • *documents setting out the rights, responsibilities and obligations of Soft ball ACT as the occupant, tenant, licensee or manager of the Hawker International Soft ball Centre;* • *agreements or policies relating to field bookings, priority access, exclusive use, casual hire arrangements or event management;* • *documents relating to booking protocols, approval processes or delegation of booking authority;* • *documents relating to fees, rent, licence payments, peppercorn rent, subsidies, waivers or other financial arrangements;* • *funding agreements, grant agreements or records of ACT Government financial contributions towards maintenance, capital works, equipment, utilities or operational costs;* • *documents identifying responsibility for maintenance, repairs, asset replacement, grounds management, cleaning, security, utilities and other facility management functions;* • *asset management plans, maintenance schedules or facility management plans relating to the Hawker International Soft ball Centre;* • *documents relating to the collection, retention or use of revenue generated from the facility, including grounds hire or other commercial activities undertaken by Soft ball ACT;* • *ACTGov correspondence, emails, file notes, briefing papers or internal advice concerning the governance, occupation or management of the Hawker facility;* • *ministerial briefs, decision papers, approval documents or other briefing material relating to the governance or occupancy arrangements between ACTGov and Soft ball ACT's;* • *documents explaining when and why the current governance / occupancy model was first adopted, who was involved in those negotiations and who approved the model;*	CMTEDDFOI 2026-211

• *any policies or procedures governing the relationship between the ACT Government and Soft ball ACT in relation to the facility; and* • *copies of any ACTGov reviews, audits or evaluations of Soft ball ACT's occupancy or site management arrangements."*	

Ref No	Page number	Description	Date	Status	Reason for Exemption	Online Release Status
1	1-16	Softball 062 - fully signed deed	2018	Partial Release	Sch 2 s2.2 (a)(ii)	Yes
2	17-30	Softball ACT - Fence - signed deed	2019	Partial Release	Sch 2 s2.2 (a)(ii)	Yes
3	31-44	Softball ACT - re-key - signed deed	2019	Partial Release	Sch 2 s2.2 (a)(ii)	Yes
4	45-64	2021CAP042 - ACT Softball Association Exec 28.09.20	28 September 2020	Partial Release	Sch 2 s2.2 (a)(ii)	Yes
5	65-84	2021CSRDP0036 - Act Softball Association exec 28.09.20	28 September 2020	Partial Release	Sch 2 s2.2 (a)(ii)	Yes
6	85-104	2022CSRDP011 - Softball ACT	29 February 2022	Partial Release	Sch 2 s2.2 (a)(ii)	Yes
Total No of Docs						
6						

ACT Government

Chief Minister, Treasury and Economic Development

Sport and Recreation Grants Program

2018 Capital Assistance Program Deed

Récipient: ACT Softball Association Inc

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THIS DEED is dated

PARTIES:

AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (C'wlth) represented by **ACTIVE CANBERRA (AC); CHIEF MINISTER, TREASURY AND ECONOMIC DEVELOPMENT DIRECTORATE**

AND

ACT Softball Association Inc, ABN: 48565918950 of PO Box 4264 Hawker Hawker ACT 2614 **(Recipient)**

BACKGROUND:

A. AC is responsible for delivery of the Territory's sport and recreation policy and programs.

B. The Sport and Recreation Grant Program's primary objective is to provide assistance to eligible organisations in order to stimulate the development of sport and physical recreation activity in the ACT.

C. AC has agreed to provide the Grant to the Recipient under the Sport and Recreation Grant Program.

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

IT IS AGREED AS FOLLOWS:

1. Interpretation

1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires:

Acquittal of Grant Funding Form	means the form attached at **Schedule 2**;
Asset Management Plan	means a plan for managing the infrastructure and other assets to deliver an agreed standard of services (refer **clause 2.4**);
Contact Officer	means, in relation to each party, the representatives whose names and contact details are specified in **Item 5, Schedule 1**, or as notified in writing from time to time by one party to the other;
Funded Activity	means the activity set out in **Item 3 of Schedule 1**;
Facility	means the facility described in Item **9 of Schedule 1**;
Grant	means the amount specified in Item **2 of Schedule 1**;

Grant Material means all reports, documents, information or other records created, written or otherwise brought into existence by the Recipient as part of, or for the purpose of administering the Grant arrangement (whether in draft of final form), stored by any means;

Grant Period means the period specified in **Item 1 of Schedule 1**;

GST has the same meaning as it has in the GST Act;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (C'wlth);

Insolvency Event

(1) in respect of a natural person means:

(a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the Bankruptcy Act 1966 (C'wlth); or

(b) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or

(2) in respect of all other entities means:

(a) any of the events listed in sub-sections 459C(2)(a) to (f) of the Corporations Act 2001 (C'wlth) occur in respect of the entity; or

(b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:

(i) insolvency;

(ii) winding up; or

(iii) appointment of a controller (as that term is defined in the Corporations Act 2001 (C'wlth)) in respect of part or all of the property,

of the entity.

For the purposes of subparagraph 2(b), subsections 459C(2)(a) to (f) Corporations Act 2001 (C'wlth) are to be read as if applying to all incorporated entities.

Invoice means an invoice that:

(1) is a valid tax invoice (if GST is payable in respect of any taxable supply made under this Deed);

(2) clearly sets out the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;

(3) sets out details of the Funded Activity undertaken or to be undertaken, and sets out or is

accompanied by any other details or reports required under this Deed; and

(4) is rendered at the times specified in **Item 2 Schedule 1** (if any) and addressed to the Contact Officer;

Matched Funding means the amount equivalent to the Grant and which is paid by the Recipient for the purposes of the Funded Activity;

Program means the Capital Assistance Program - Sport and Recreation Grant Program;

Special Condition means any provision set out in **Schedule 1**;

Territory means:

(1) when used in a geographical sense, the Australian Capital Territory; and

(2) when used in any other sense, the body politic established by **section 7** of the *Australian Capital Territory (Self-Government) Act 1988* (C'wlth).

1.2 General

In this Deed, unless a contrary intention is expressed:

(1) references to "Recipient" includes 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 importing a gender include any other gender; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(4) "include" is not to be construed as a word of limitation;

(5) schedules and attachments form part of this Deed, however clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer; and

(6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

2. Payment and Use of Grant

2.1 Payment of Grant

Subject to the Recipient's compliance with this Deed and sufficient funds being available for the Program, AC will pay to the Recipient the Grant following the receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.

2.2 Recipient's Obligations

The Recipient must:

(1) contribute Matched Funding for the purpose of the Funded Activity unless otherwise specified in **Item 8, Schedule 1**;

(2) expend the Grant and Matched Funding only for the purpose of the Funded Activity;

(3) undertake the Funded Activity diligently and otherwise in accordance with this Deed;

(4) if the Recipient fails to expend the Grant and Matched Funding as required in **clause 2.2**:

(a) hold the unexpended amount of the Grant in trust for AC; and

(b) on written request by AC, repay AC the amount of the Grant which was not expended; unless otherwise agreed in writing by the parties; and

(5) provide to AC the reports set out in **Item 4 Schedule 1**.

2.3 Maintenance of the Facility

The Recipient must at all times:

(1) maintain the Facility in good repair, order and condition to the satisfaction of the Territory;

(2) keep the Facility clean and tidy and free from all vermin, insects, pests and noxious weeds; and

(3) maintain a current Asset Management Plan (Facility Plan).

2.4 Reduction of Grant

(1) AC may reduce the amount payable under **clause 2.1**:

(a) by an amount equal to any unacquitted funds paid to the Recipient under this Deed; and

(b) by an amount equal to any unacquitted funds paid to the Recipient under any agreement between the parties, whether that agreement relates to the Program or otherwise.

(2) AC may withhold payment of the Grant until an amount equal to any outstanding debt owed by the Recipient to AC is paid by the Recipient, whether that debt was incurred under a program funding agreement or otherwise.

3. Grant Period

This Deed is for the Grant Period unless terminated under the provisions of this Deed.

4. Policy

The Recipient must demonstrate compliance with the policies specified in **Item 7 Schedule 1**, if any, if requested to do so in writing by AC.

5. Goods and Services Tax (GST)

If the Recipient is registered under the GST Act, AC will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the AC that are taxable supplies under the GST Act.

6. Intellectual Property Rights

6.1 Ownership of Grant Material

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

6.2 Licence to Territory

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

6.3 Meaning of "use"

For the purpose of **clause 6**, "use" includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

7. Insurance

The Recipient must effect and maintain for the Grant Period all insurance coverage that a prudent person carrying on the operations of the Recipient would effect, and all insurance coverage required to be effected by it by law, including the insurance specified in **Item 5 Schedule 1**, with an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard & Poor's and must provided evidence of that insurance if requested by AC.

8. Indemnity/Liability

The Recipient indemnifies AC, 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, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that AC caused the relevant loss, damage or injury.

9. Suspension of Grant

9.1 Suspected breach

Without limiting its rights, AC has reasonable grounds to suspect that the Recipient is in breach of this Deed, AC may suspend payment of the Grant while it investigates the suspected breach.

10. Termination

10.1 Breach

AC may terminate this Deed at any time by written notice to the Recipient, if the Recipient:

(1) is the subject of an Insolvency Event;

(2) fails to undertake the Funded Activity diligently and in a manner, having regard to any timeframes specified in this Deed:

(3) is in breach of a provision of this Deed, where that breach:

(a) if capable of being remedied, is not remedied within the period specified in a written notice by AC; or

(b) is not capable of being remedied.

10.2 Termination or reduction of funding for any reason

AC may, at any time by written notice to the Recipient, terminate this Deed or reduce 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 10**; or

(2) in the event of reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

10.3 No prejudice

Nothing in this **clause 12** prejudices any other rights or remedies of AC in respect of any breach of this Deed.

11. Refund of Grant

11.1 Repayment of unacquitted funds

At the end of the Grant Period, or earlier termination of this Deed under **clause 10**, the Recipient must:

(1) within 30 days provide the AC with a statement of expenditure of the whole of the Grant; and

(2) promptly repay that part of the Grant that has not been acquitted as required in **Item 4 of Schedule 1**.

11.2 Meaning of Unacquitted funds

For the purpose **of clause 11.1**, the Grant is not acquitted if it:

(1) has not been spent;

(2) has not been contractually committed to be spent; or

(3) has been spent in breach of this Deed.

12. Acknowledgement

The Recipient must in relation to the Funded Activity:

(1) acknowledge the support of the AC in any public event, media release, social media, website or media coverage; and

(2) include an acknowledgement in the form set out in **Attachment A** in all documents, brochures, books, articles, social media, newsletters, websites, other artistic works or literary works or advertising.

13. General

13.1 Entire agreement

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

13.2 Variation

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period, including variation to:

(1) the Funded Activity work programs;

(2) the Funded Activity objectives or outcomes;

(3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant of the Funded Activity; and

(4) the Grant Period.

13.3 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer.

A notice will be deemed to have been given:

(1) if delivered by hand, on delivery;

(2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;

(3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or

(4) if sent by electronic mail, on whichever of the following occurs first:

(a) the other party's acknowledgment of receipt by any means,

(b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address, or

(c) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

13.4 Conflict of Interest

The Recipient:

(1) warrants to AC that at the date of entering into this Deed no conflict of interest exists or is likely to arise in the performance of the Funded Activity or its obligations under this Deed; and

(2) must, if during the Grant Period, a conflict or risk of conflict arises:

(a) notify AC immediately in writing of that conflict or risk; and

(b) comply with any requirement of AC to eliminate or otherwise deal with that conflict or risk.

13.5 No Employment, Agency or Partnership

(1) 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.

(2) 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.

13.6 Assignment and Novation

(1) The Recipient must not assign the whole or any part of this Deed or otherwise deal with its rights and obligations under this Deed without the prior written consent of AC. In giving its consent, AC may impose any conditions it considers appropriate.

(2) The Recipient must notify AC before entering into negotiations with any other person regarding any arrangement that might require novation of this Deed.

(3) Any consent of AC to novate this Deed must be in writing in the form of a Deed of Novation acceptable to AC.

13.7 No Waiver

Failure or omission by AC at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that AC may have in respect of that provision.

13.8 Applicable 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. The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.

13.9 Special Conditions

In the event of inconsistency between any Special Condition and any other provision of this Deed, then, to the extent of any inconsistency, the Special Condition will prevail.

13.10 Survival of Clauses

Clauses 6, 8 and 11 will survive the expiration or earlier termination of this Deed.

SCHEDULE 1

GRANT DETAILS

Item 1.	**Grant Period**	From 1 January 2018 until 31 December 2018
Item 2.	**Grant**	(1) **Grant: CAP/18/00062 Amount: $3486.00** The Grant is payable as a lump sum on or after the date of this Deed and within 30 days of receipt of an Invoice; (2) Except if otherwise stated in this Deed, the Grant is exclusive of GST and all other taxes, duties and charges.
Item 3.	**Funded Activity**	**Emergency and Exit Lighting**
Item 4.	**Reporting and Acquittal**	Not later than **31 March 2019** the Recipient must provide to AC: (1) a completed Acquittal of Grant Funding Form substantially in the form of **Schedule 2**; (2) 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 Matched Funding requirement, if applicable; or (3) 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 Matched Funding requirement, if applicable.
Item 5.	**Other insurance requirements**	(1) Public Liability Insurance: $10 million (2) Other Insurance: Not used
Item 6.	**Contact Officer**	*For AC:* Project Officer ACTIVE CANBERRA PO Box 147 Civic Square ACT 2608 Ph: 6207 6195 *For the Recipient:* Mr Ben Kirk **ACT Softball Association Inc** PO Box 4264 Hawker ACT 2614 Ph: Sch 2.2(a)(ii) / Email: office@act.softball.org.au
Item 7.	**Policy**	Not applicable
Item 8.	**Special Conditions**	
Item 9.	**Facility**	**Block**: (unknown) **Section**: (unknown) **Division**: Hawker **Address**: Walhallow St Hawker ACT 2614

SCHEDULE 2

2018 ACQUITTAL FORM

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

Applicant Organisation:	**ACT Softball Association Inc**
Application Number:	**CAP/18/00062**
Grant:	**$ 3486.00**
Funded Activity:	**Emergency and Exit Lighting**
ABN:	**48565918950**
Termination Date:	31 December 2018
Acquittal Date:	**31 March 2019**
Special Conditions:	Nil

Acquittal Requirements:

1. Acquittal documentation **MUST** include proof of **MATCHED FUNDING** (dollar for dollar) by the Organisation unless otherwise specified in the "Special Conditions" above.
2. The amount expended by the Organisation, including matched funding if applicable, **MUST** be exclusive of GST.
3. Organisations **MUST** comply with the Acknowledgement Guidelines for the Sport and Recreation Grant Program.

Organisations must be able to clearly demonstrate that the grant has been expended in accordance with the Terms and Conditions of the 2018 Funding Deed and the General Conditions/Special Conditions of the grant.

For Capital Assistance Program (CAP):

☐ 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 2018 Funding Deed and the General Conditions/Special Conditions of the grant.

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

Name:	
Position held in Organisation:	
Contact telephone:	
Signed:	
Date:	/ /

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

Project Officer

ACTIVE CANBERRA

Chief Minister, Treasury and Economic Development

PO Box 147

Attachment A

ACKNOWLEDGEMENT IN PUBLICITY AND PROMOTION

ACT Government funding requires appropriate acknowledgement of support. This support is to be recognised on signs, stationary and electronic means through the Brand Canberra initiative that was revealed on 28 November 2013.

Brand Canberra is the culmination of a long process that involved many individuals and organisations in Canberra. We hope you embrace it, because if you do, you'll help create the momentum that will take us forward and that will bring benefits to every Canberran.

Brands are not logos or taglines, Brand represent a whole set of ideas formed by every experience people have with an organisation, a product, a service – a city. The objective of the Brand is to get people to think about Canberra in a positive and powerful way.

To discover more about Brand Canberra on our website www.brandcanberra.com.au and you can access the Brand Canberra technical guidelines and logo suite.

DEED DECLARATION

APPLICATION NUMBER: CAP/18/00062

EXECUTED AS A DEED ON 3 MAY 2018

SIGNED for and on behalf of
ACT Softball Association Inc
ABN: 48665918950 in the presence of:

Sch 2.2(a)(ii)

Signature of witness

JOANNE CANTLE
Print name

Sch 2.2(a)(ii)

Signature of Recipient or authorised officer*
*delete whichever is not applicable (see note below)

BEN KIRK, CEO
Print name and position

Sch 2.2(a)(ii)

Signature of second authorised officer*
*see note below

Nathan Belle PRESIDENT
Print name and position

ACT Common seal if required under Constitution

SIGNED for and on behalf of the **AUSTRALIAN CAPITAL TERRITORY** in the presence of:

Sch 2.2(a)(ii)

Signature of Territory Delegate

Rebecca Kelly
Print name

Sch 2.2(a)(iii)

Signature of witness

Dougal Reed
Print name

Note:

Date:	Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
Individual:	Must be signed by the individual Recipient and witnessed.
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.
Company:	Must be signed in accordance with section 127 of the *Corporations Act 2001* (C'wlth), for example, by two directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.

ACT Government

Chief Minister, Treasury and Economic Development

Sport and Recreation Grants Program

2019 Capital Assistance Program Deed

Recipient: Softball ACT

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THIS DEED is dated 7 May 2019

PARTIES:

AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (C'wlth) represented by **SPORT AND RECREATION (SR); CHIEF MINISTER, TREASURY AND ECONOMIC DEVELOPMENT DIRECTORATE**

AND

Softball ACT, ABN: **48 565 918 950** of 45 Walhallow Street Hawker ACT 2614 **(Recipient)**

BACKGROUND:

A. SR is responsible for delivery of the Territory's sport and recreation policy and programs.

B. The Sport and Recreation Grant Program's primary objective is to provide assistance to eligible organisations in order to stimulate the development of sport and physical recreation activity in the ACT.

C. SR has agreed to provide the Grant to the Recipient under the Sport and Recreation Grant Program.

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

IT IS AGREED AS FOLLOWS:

1. Interpretation

1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires:

Acquittal of Grant Funding Form	means the form attached at **Schedule 2**;
Asset Management Plan	means a plan for managing the infrastructure and other assets to deliver an agreed standard of services (refer **clause 2.4**);
Contact Officer	means, in relation to each party, the representatives whose names and contact details are specified in **Item 5, Schedule 1**, or as notified in writing from time to time by one party to the other;
Funded Activity	means the activity set out in **Item 3 of Schedule 1**;
Facility	means the facility described in Item **9 of Schedule 1**;
Grant	means the amount specified in Item **2 of Schedule 1**;
Grant Material	means all reports, documents, information or other records created, written or otherwise brought into

existence by the Recipient as part of, or for the purpose of administering the Grant arrangement (whether in draft of final form), stored by any means;

Grant Period means the period specified in **Item 1 of Schedule 1**;

GST has the same meaning as it has in the GST Act;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (C'wlth);

Insolvency Event (1) in respect of a natural person means:

(a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the Bankruptcy Act 1966 (C'wlth); or

(b) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or

(2) in respect of all other entities means:

(a) any of the events listed in sub-sections 459C(2)(a) to (f) of the Corporations Act 2001 (C'wlth) occur in respect of the entity; or

(b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:

(i) insolvency;

(ii) winding up; or

(iii) appointment of a controller (as that term is defined in the Corporations Act 2001 (C'wlth)) in respect of part or all of the property,

of the entity.

For the purposes of subparagraph 2(b), subsections 459C(2)(a) to (f) Corporations Act 2001 (C'wlth) are to be read as if applying to all incorporated entities.

Invoice means an invoice that:

(1) is a valid tax invoice (if GST is payable in respect of any taxable supply made under this Deed);

(2) clearly sets out the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;

(3) sets out details of the Funded Activity undertaken or to be undertaken, and sets out or is accompanied by any other details or reports

required under this Deed; and

(4) is rendered at the times specified in **Item 2 Schedule 1** (if any) and addressed to the Contact Officer; .

Matched Funding means the amount equivalent to the Grant and which is paid by the Recipient for the purposes of the Funded Activity;

Program means the Capital Assistance Program - Sport and Recreation Grant Program;

Special Condition means any provision set out in **Schedule 1**;

Territory means:

(1) when used in a geographical sense, the Australian Capital Territory; and

(2) when used in any other sense, the body politic established by **section 7** of the *Australian Capital Territory (Self-Government) Act 1988* (C'wlth).

1.2 General

In this Deed, unless a contrary intention is expressed:

(1) references to "Recipient" includes 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 importing a gender include any other gender; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(4) "include" is not to be construed as a word of limitation;

(5) schedules and attachments form part of this Deed, however clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer; and

(6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

2. Payment and Use of Grant

2.1 Payment of Grant

Subject to the Recipient's compliance with this Deed and sufficient funds being available for the Program, SR will pay to the Recipient the Grant following the receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.

2.2 Recipient's Obligations

The Recipient must:

(1) contribute Matched Funding for the purpose of the Funded Activity unless otherwise specified in **Item 8, Schedule 1**;

(2) expend the Grant and Matched Funding only for the purpose of the Funded Activity;

(3) undertake the Funded Activity diligently and otherwise in accordance with this Deed;

(4) if the Recipient fails to expend the Grant and Matched Funding as required in **clause 2.2**:

(a) hold the unexpended amount of the Grant in trust for SR; and

(b) on written request by SR, repay SR the amount of the Grant which was not expended; unless otherwise agreed in writing by the parties; and

(5) provide to SR the reports set out in **Item 4 Schedule 1**.

2.3 Maintenance of the Facility

The Recipient must at all times:

(1) maintain the Facility in good repair, order and condition to the satisfaction of the Territory;

(2) keep the Facility clean and tidy and free from all vermin, insects, pests and noxious weeds; and

(3) maintain a current Asset Management Plan (Facility Plan).

2.4 Reduction of Grant

(1) SR may reduce the amount payable under **clause 2.1**:

(a) by an amount equal to any unacquitted funds paid to the Recipient under this Deed; and

(b) by an amount equal to any unacquitted funds paid to the Recipient under any agreement between the parties, whether that agreement relates to the Program or otherwise.

(2) SR may withhold payment of the Grant until an amount equal to any outstanding debt owed by the Recipient to SR is paid by the Recipient, whether that debt was incurred under a program funding agreement or otherwise.

3. Grant Period

This Deed is for the Grant Period unless terminated under the provisions of this Deed.

4. Policy

The Recipient must demonstrate compliance with the policies specified in **Item 7 Schedule 1**, if any, if requested to do so in writing by SR.

5. Goods and Services Tax (GST)

If the Recipient is registered under the GST Act, SR will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the SR that are taxable supplies under the GST Act.

6. Intellectual Property Rights

6.1 Ownership of Grant Material

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

6.2 Licence to Territory

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

6.3 Meaning of "use"

For the purpose of **clause 6**, "use" includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

7. Insurance

The Recipient must effect and maintain for the Grant Period all insurance coverage that a prudent person carrying on the operations of the Recipient would effect, and all insurance coverage required to be effected by it by law, including the insurance specified in **Item 5 Schedule 1**, with an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard & Poor's and must provided evidence of that insurance if requested by SR.

8. Indemnity/Liability

The Recipient indemnifies SR, 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, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that SR caused the relevant loss, damage or injury.

9. Suspension of Grant

9.1 Suspected breach

Without limiting its rights, SR has reasonable grounds to suspect that the Recipient is in breach of this Deed, SR may suspend payment of the Grant while it investigates the suspected breach.

10. Termination

10.1 Breach

SR may terminate this Deed at any time by written notice to the Recipient, if the Recipient:

(1) is the subject of an Insolvency Event;

(2) fails to undertake the Funded Activity diligently and in a manner, having regard to any timeframes specified in this Deed:

(3) is in breach of a provision of this Deed, where that breach:

(a) if capable of being remedied, is not remedied within the period specified in a written notice by SR; or

(b) is not capable of being remedied.

10.2 Termination or reduction of funding for any reason

SR may, at any time by written notice to the Recipient, terminate this Deed or reduce 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 10**; or

(2) in the event of reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

10.3 No prejudice

Nothing in this **clause 12** prejudices any other rights or remedies of SR in respect of any breach of this Deed.

11. Refund of Grant

11.1 Repayment of unacquitted funds

At the end of the Grant Period, or earlier termination of this Deed under **clause 10**, the Recipient must:

(1) within 30 days provide the SR with a statement of expenditure of the whole of the Grant; and

(2) promptly repay that part of the Grant that has not been acquitted as required in **Item 4 of Schedule 1**.

11.2 Meaning of Unacquitted funds

For the purpose **of clause 11.1**, the Grant is not acquitted if it:

(1) has not been spent;

(2) has not been contractually committed to be spent; or

(3) has been spent in breach of this Deed.

12. Acknowledgement

The Recipient must in relation to the Funded Activity:

(1) acknowledge the support of the SR in any public event, media release, social media, website or media coverage; and

(2) include an acknowledgement in the form set out in **Attachment A** in all documents, brochures, books, articles, social media, newsletters, websites, other artistic works or literary works or advertising.

13. General

13.1 Entire agreement

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

13.2 Variation

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period, including variation to:

(1) the Funded Activity work programs;

(2) the Funded Activity objectives or outcomes;

(3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant of the Funded Activity; and

(4) the Grant Period.

13.3 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer.

A notice will be deemed to have been given:

(1) if delivered by hand, on delivery;

(2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;

(3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or

(4) if sent by electronic mail, on whichever of the following occurs first:

(a) the other party's acknowledgment of receipt by any means,

(b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address, or

(c) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

13.4 Conflict of Interest

The Recipient:

(1) warrants to SR that at the date of entering into this Deed no conflict of interest exists or is likely to arise in the performance of the Funded Activity or its obligations under this Deed; and

(2) must, if during the Grant Period, a conflict or risk of conflict arises:

(a) notify SR immediately in writing of that conflict or risk; and

(b) comply with any requirement of SR to eliminate or otherwise deal with that conflict or risk.

13.5 No Employment, Agency or Partnership

(1) 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.

(2) 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.

13.6 Assignment and Novation

(1) The Recipient must not assign the whole or any part of this Deed or otherwise deal with its rights and obligations under this Deed without the prior written consent of SR. In giving its consent, SR may impose any conditions it considers appropriate.

(2) The Recipient must notify SR before entering into negotiations with any other person regarding any arrangement that might require novation of this Deed.

(3) Any consent of SR to novate this Deed must be in writing in the form of a Deed of Novation acceptable to SR.

13.7 No Waiver

Failure or omission by SR at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that SR may have in respect of that provision.

13.8 Applicable 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. The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.

13.9 Special Conditions

In the event of inconsistency between any Special Condition and any other provision of this Deed, then, to the extent of any inconsistency, the Special Condition will prevail.

13.10 Survival of Clauses

Clauses 6, 8 and 11 will survive the expiration or earlier termination of this Deed.

SCHEDULE 1

GRANT DETAILS

Item 1.	**Grant Period**	From 1 January 2019 until 31 December 2019
Item 2.	**Grant**	(1) Grant: **CAP/19/00032** Amount: **$20,409** The Grant is payable as a lump sum on or after the date of this Deed and within 30 days of receipt of an Invoice; (2) Except if otherwise stated in this Deed, the Grant is exclusive of GST and all other taxes, duties and charges.
Item 3.	**Funded Activity**	**Boundary fencing upgrade at Hawker softball facility**
Item 4.	**Reporting and Acquittal**	Not later than **31 March 2020** the Recipient must provide to SR: (1) a completed Acquittal of Grant Funding Form substantially in the form of **Schedule 2**; (2) 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 Matched Funding requirement, if applicable; or (3) 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 Matched Funding requirement, if applicable.
Item 5.	**Other insurance requirements**	(1) Public Liability Insurance: $10 million (2) Other Insurance: Not used
Item 6.	**Contact Officer**	*For SR:* Dougal Reed Project Officer Sport and Recreation PO Box 147 Civic Square ACT 2608 Ph: 6207 6195 *For the Recipient:* Mr Ben Kirk CEO Softball ACT 45 Walhallow Street Hawker ACT 2614 Ph: Sch 2.2(a)(ii) / ceo@act.softball.org.au
Item 7.	**Policy**	Not applicable
Item 8.	**Special Conditions**	**Nil**

SCHEDULE 2

2019 ACQUITTAL FORM

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

Applicant Organisation:	**Softball ACT**
Application Number:	CAP/19/00032
Grant:	**$20,409**
Funded Activity:	**Boundary fencing upgrade at Hawker softball facility**
ABN:	48 565 918 950
Termination Date:	31 December 2019
Acquittal Date:	**31 March 2020**
Special Conditions:	**Nil**

Acquittal Requirements:

1. Acquittal documentation **MUST** include proof of **MATCHED FUNDING** (dollar for dollar) by the Organisation unless otherwise specified in the "Special Conditions" above.
2. The amount expended by the Organisation, including matched funding if applicable, **MUST** be exclusive of GST.
3. Organisations **MUST** comply with the Acknowledgement Guidelines for the Sport and Recreation Grant Program.

Organisations must be able to clearly demonstrate that the grant has been expended in accordance with the Terms and Conditions of the 2019 Funding Deed and the General Conditions/Special Conditions of the grant.

For Capital Assistance Program (CAP):

☐ 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 2019 Funding Deed and the General Conditions/Special Conditions of the grant.

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

Name:	
Position held in Organisation:	
Contact telephone:	
Signed:	
Date:	/ /

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

Project Officer

Sport and Recreation

Chief Minister, Treasury and Economic Development

PO Box 147

Attachment A

ACKNOWLEDGEMENT IN PUBLICITY AND PROMOTION

ACT Government funding requires appropriate acknowledgement of support. This support is to be recognised on signs, stationary and electronic means through the Brand Canberra initiative that was revealed on 28 November 2013.

Brand Canberra is the culmination of a long process that involved many individuals and organisations in Canberra. We hope you embrace it, because if you do, you'll help create the momentum that will take us forward and that will bring benefits to every Canberran.

Brands are not logos or taglines, Brand represent a whole set of ideas formed by every experience people have with an organisation, a product, a service – a city. The objective of the Brand is to get people to think about Canberra in a positive and powerful way.

To discover more about Brand Canberra on our website www.canberra.com.au and you can access the Brand Canberra technical guidelines and logo suite.

DEED DECLARATION

APPLICATION NUMBER: CAP/19/00034

EXECUTED AS A DEED ON 7/5 2019

SIGNED for and on behalf of
Softball ACT
ABN: 48 565 918 950 in the presence of:

Sch 2.2(a)(ii)

Signature of witness

Wayne Cook
Print name

Sch 2.2(a)(ii)

Signature of Recipient or authorised officer*
*delete whichever is not applicable (see note below)

Ben Kirk, CEO
Print name and position

Sch 2.2(a)(ii)

Signature of second authorised officer*
*see note below

Emily Clark, Operations Coordinator
Print name and position

Affix common seal if required under constitution

SIGNED for and on behalf of the **AUSTRALIAN CAPITAL TERRITORY** in the presence of:

Sch 2.2(a)(ii)

Signature of Territory Delegate

Rebecca Kelle
Print name

Sch 2.2(a)(ii)

Signature of witness

Dougal Reed
Print name

Note:

Date:	Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
Individual:	Must be signed by the individual Recipient and witnessed.
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.
Company:	Must be signed in accordance with section 127 of the *Corporations Act 2001* (C'with), for example, by two directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.

ACT Government

Chief Minister, Treasury and Economic Development

Sport and Recreation Grants Program

2019 Capital Assistance Program Deed

Recipient: Softball ACT

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THIS DEED is dated 7 May 2019

PARTIES:

AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (C'wlth) represented by **SPORT AND RECREATION (SR); CHIEF MINISTER, TREASURY AND ECONOMIC DEVELOPMENT DIRECTORATE**

AND

Softball ACT, ABN: **48 565 918 950** of 45 Walhallow Street Hawker ACT 2614 (**Recipient)**

BACKGROUND:

A. SR is responsible for delivery of the Territory's sport and recreation policy and programs.

B. The Sport and Recreation Grant Program's primary objective is to provide assistance to eligible organisations in order to stimulate the development of sport and physical recreation activity in the ACT.

C. SR has agreed to provide the Grant to the Recipient under the Sport and Recreation Grant Program.

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

IT IS AGREED AS FOLLOWS:

1. Interpretation

1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires:

Acquittal of Grant Funding Form	means the form attached at **Schedule 2**;
Asset Management Plan	means a plan for managing the infrastructure and other assets to deliver an agreed standard of services (refer **clause 2.4**);
Contact Officer	means, in relation to each party, the representatives whose names and contact details are specified in **Item 5, Schedule 1**, or as notified in writing from time to time by one party to the other;
Funded Activity	means the activity set out in **Item 3 of Schedule 1**;
Facility	means the facility described in Item **9 of Schedule 1**;
Grant	means the amount specified in Item **2 of Schedule 1**;
Grant Material	means all reports, documents, information or other records created, written or otherwise brought into

existence by the Recipient as part of, or for the purpose of administering the Grant arrangement (whether in draft of final form), stored by any means;

Grant Period means the period specified in **Item 1 of Schedule 1**;

GST has the same meaning as it has in the GST Act;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (C'wlth);

Insolvency Event (1) in respect of a natural person means:

(a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the Bankruptcy Act 1966 (C'wlth); or

(b) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or

(2) in respect of all other entities means:

(a) any of the events listed in sub-sections 459C(2)(a) to (f) of the Corporations Act 2001 (C'wlth) occur in respect of the entity; or

(b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:

(i) insolvency;

(ii) winding up; or

(iii) appointment of a controller (as that term is defined in the Corporations Act 2001 (C'wlth)) in respect of part or all of the property,

of the entity.

For the purposes of subparagraph 2(b), subsections 459C(2)(a) to (f) Corporations Act 2001 (C'wlth) are to be read as if applying to all incorporated entities.

Invoice means an invoice that:

(1) is a valid tax invoice (if GST is payable in respect of any taxable supply made under this Deed);

(2) clearly sets out the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;

(3) sets out details of the Funded Activity undertaken or to be undertaken, and sets out or is accompanied by any other details or reports

required under this Deed; and

(4) is rendered at the times specified in **Item 2 Schedule 1** (if any) and addressed to the Contact Officer;

Matched Funding means the amount equivalent to the Grant and which is paid by the Recipient for the purposes of the Funded Activity;

Program means the Capital Assistance Program - Sport and Recreation Grant Program;

Special Condition means any provision set out in **Schedule 1**;

Territory means:

(1) when used in a geographical sense, the Australian Capital Territory; and

(2) when used in any other sense, the body politic established by **section 7** of the *Australian Capital Territory (Self-Government) Act 1988* (C'wlth).

1.2 General

In this Deed, unless a contrary intention is expressed:

(1) references to "Recipient" includes 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 importing a gender include any other gender; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(4) "include" is not to be construed as a word of limitation;

(5) schedules and attachments form part of this Deed, however clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer; and

(6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

2. Payment and Use of Grant

2.1 Payment of Grant

Subject to the Recipient's compliance with this Deed and sufficient funds being available for the Program, SR will pay to the Recipient the Grant following the receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.

2.2 Recipient's Obligations

The Recipient must:

(1) contribute Matched Funding for the purpose of the Funded Activity unless otherwise specified in **Item 8, Schedule 1**;

(2) expend the Grant and Matched Funding only for the purpose of the Funded Activity;

(3) undertake the Funded Activity diligently and otherwise in accordance with this Deed;

(4) if the Recipient fails to expend the Grant and Matched Funding as required in **clause 2.2**:

(a) hold the unexpended amount of the Grant in trust for SR; and

(b) on written request by SR, repay SR the amount of the Grant which was not expended; unless otherwise agreed in writing by the parties; and

(5) provide to SR the reports set out in **Item 4 Schedule 1**.

2.3 Maintenance of the Facility

The Recipient must at all times:

(1) maintain the Facility in good repair, order and condition to the satisfaction of the Territory;

(2) keep the Facility clean and tidy and free from all vermin, insects, pests and noxious weeds; and

(3) maintain a current Asset Management Plan (Facility Plan).

2.4 Reduction of Grant

(1) SR may reduce the amount payable under **clause 2.1**:

(a) by an amount equal to any unacquitted funds paid to the Recipient under this Deed; and

(b) by an amount equal to any unacquitted funds paid to the Recipient under any agreement between the parties, whether that agreement relates to the Program or otherwise.

(2) SR may withhold payment of the Grant until an amount equal to any outstanding debt owed by the Recipient to SR is paid by the Recipient, whether that debt was incurred under a program funding agreement or otherwise.

3. Grant Period

This Deed is for the Grant Period unless terminated under the provisions of this Deed.

4. Policy

The Recipient must demonstrate compliance with the policies specified in **Item 7 Schedule 1**, if any, if requested to do so in writing by SR.

5. Goods and Services Tax (GST)

If the Recipient is registered under the GST Act, SR will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the SR that are taxable supplies under the GST Act.

6. Intellectual Property Rights

6.1 Ownership of Grant Material

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

6.2 Licence to Territory

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

6.3 Meaning of "use"

For the purpose of **clause 6**, "use" includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

7. Insurance

The Recipient must effect and maintain for the Grant Period all insurance coverage that a prudent person carrying on the operations of the Recipient would effect, and all insurance coverage required to be effected by it by law, including the insurance specified in **Item 5 Schedule 1**, with an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard & Poor's and must provided evidence of that insurance if requested by SR.

8. Indemnity/Liability

The Recipient indemnifies SR, 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, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that SR caused the relevant loss, damage or injury.

9. Suspension of Grant

9.1 Suspected breach

Without limiting its rights, SR has reasonable grounds to suspect that the Recipient is in breach of this Deed, SR may suspend payment of the Grant while it investigates the suspected breach.

10. Termination

10.1 Breach

SR may terminate this Deed at any time by written notice to the Recipient, if the Recipient:

(1) is the subject of an Insolvency Event;

(2) fails to undertake the Funded Activity diligently and in a manner, having regard to any timeframes specified in this Deed:

(3) is in breach of a provision of this Deed, where that breach:

(a) if capable of being remedied, is not remedied within the period specified in a written notice by SR; or

(b) is not capable of being remedied.

10.2 Termination or reduction of funding for any reason

SR may, at any time by written notice to the Recipient, terminate this Deed or reduce 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 10**; or

(2) in the event of reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

10.3 No prejudice

Nothing in this **clause 12** prejudices any other rights or remedies of SR in respect of any breach of this Deed.

11. Refund of Grant

11.1 Repayment of unacquitted funds

At the end of the Grant Period, or earlier termination of this Deed under **clause 10**, the Recipient must:

(1) within 30 days provide the SR with a statement of expenditure of the whole of the Grant; and

(2) promptly repay that part of the Grant that has not been acquitted as required in **Item 4 of Schedule 1**.

11.2 Meaning of Unacquitted funds

For the purpose **of clause 11.1**, the Grant is not acquitted if it:

(1) has not been spent;

(2) has not been contractually committed to be spent; or

(3) has been spent in breach of this Deed.

12. Acknowledgement

The Recipient must in relation to the Funded Activity:

(1) acknowledge the support of the SR in any public event, media release, social media, website or media coverage; and

(2) include an acknowledgement in the form set out in **Attachment A** in all documents, brochures, books, articles, social media, newsletters, websites, other artistic works or literary works or advertising.

13. General

13.1 Entire agreement

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

13.2 Variation

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period, including variation to:

(1) the Funded Activity work programs;

(2) the Funded Activity objectives or outcomes;

(3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant of the Funded Activity; and

(4) the Grant Period.

13.3 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer.

A notice will be deemed to have been given:

(1) if delivered by hand, on delivery;

(2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;

(3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or

(4) if sent by electronic mail, on whichever of the following occurs first:

(a) the other party's acknowledgment of receipt by any means,

(b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address, or

(c) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

13.4 Conflict of Interest

The Recipient:

(1) warrants to SR that at the date of entering into this Deed no conflict of interest exists or is likely to arise in the performance of the Funded Activity or its obligations under this Deed; and

(2) must, if during the Grant Period, a conflict or risk of conflict arises:

(a) notify SR immediately in writing of that conflict or risk; and

(b) comply with any requirement of SR to eliminate or otherwise deal with that conflict or risk.

13.5 No Employment, Agency or Partnership

(1) 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.

(2) 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.

13.6 Assignment and Novation

(1) The Recipient must not assign the whole or any part of this Deed or otherwise deal with its rights and obligations under this Deed without the prior written consent of SR. In giving its consent, SR may impose any conditions it considers appropriate.

(2) The Recipient must notify SR before entering into negotiations with any other person regarding any arrangement that might require novation of this Deed.

(3) Any consent of SR to novate this Deed must be in writing in the form of a Deed of Novation acceptable to SR.

13.7 No Waiver

Failure or omission by SR at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that SR may have in respect of that provision.

13.8 Applicable 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. The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.

13.9 Special Conditions

In the event of inconsistency between any Special Condition and any other provision of this Deed, then, to the extent of any inconsistency, the Special Condition will prevail.

13.10 Survival of Clauses

Clauses 6, 8 and 11 will survive the expiration or earlier termination of this Deed.

SCHEDULE 1

GRANT DETAILS

Item 1.	**Grant Period**	From 1 January 2019 until 31 December 2019
Item 2.	**Grant**	(1) Grant: **CAP/19/00034** Amount: **$3,484** The Grant is payable as a lump sum on or after the date of this Deed and within 30 days of receipt of an Invoice; (2) Except if otherwise stated in this Deed, the Grant is exclusive of GST and all other taxes, duties and charges.
Item 3.	**Funded Activity**	**Hawker softball facility re-key**
Item 4.	**Reporting and Acquittal**	Not later than **31 March 2020** the Recipient must provide to SR: (1) a completed Acquittal of Grant Funding Form substantially in the form of **Schedule 2**; (2) 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 Matched Funding requirement, if applicable; or (3) 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 Matched Funding requirement, if applicable.
Item 5.	**Other insurance requirements**	(1) Public Liability Insurance: $10 million (2) Other Insurance: Not used
Item 6.	**Contact Officer**	*For SR:* Dougal Reed Project Officer Sport and Recreation PO Box 147 Civic Square ACT 2608 Ph: 6207 6195 *For the Recipient:* Mr Ben Kirk CEO Softball ACT 45 Walhallow Street Hawker ACT 2614 Ph Sch 2.2(a)(ii) ceo@act.softball.org.au
Item 7.	**Policy**	Not applicable
Item 8.	**Special Conditions**	**Nil**

SCHEDULE 2

2019 ACQUITTAL FORM

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

Applicant Organisation:	**Softball ACT**
Application Number:	CAP/19/00034
Grant:	**$3,484**
Funded Activity:	**Hawker Softball facility re-key**
ABN:	48 565 918 950
Termination Date:	31 December 2019
Acquittal Date:	**31 March 2020**
Special Conditions:	**Nil**

Acquittal Requirements:

1. Acquittal documentation **MUST** include proof of **MATCHED FUNDING** (dollar for dollar) by the Organisation unless otherwise specified in the "Special Conditions" above.
2. The amount expended by the Organisation, including matched funding if applicable, **MUST** be exclusive of GST.
3. Organisations **MUST** comply with the Acknowledgement Guidelines for the Sport and Recreation Grant Program.

Organisations must be able to clearly demonstrate that the grant has been expended in accordance with the Terms and Conditions of the 2019 Funding Deed and the General Conditions/Special Conditions of the grant.

For Capital Assistance Program (CAP):

☐ 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 2019 Funding Deed and the General Conditions/Special Conditions of the grant.

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

Name:	
Position held in Organisation:	
Contact telephone:	
Signed:	
Date:	/ /

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

Project Officer

Sport and Recreation

Chief Minister, Treasury and Economic Development

PO Box 147

Attachment A

ACKNOWLEDGEMENT IN PUBLICITY AND PROMOTION

ACT Government funding requires appropriate acknowledgement of support. This support is to be recognised on signs, stationary and electronic means through the Brand Canberra initiative that was revealed on 28 November 2013.

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To discover more about Brand Canberra on our website www.canberra.com.au and you can access the Brand Canberra technical guidelines and logo suite.

DEED DECLARATION

APPLICATION NUMBER: CAP/19/00032

EXECUTED AS A DEED ON 7/5 2019

SIGNED for and on behalf of
Softball ACT
ABN: 48 565 918 950 in the presence of:

Sch 2.2(a)(ii)

Signature of witness

Wayne Cook
Print name

Sch 2.2(a)(ii)

Signature of Recipient or authorised officer*
*delete whichever is not applicable (see note below)

B. Kirk CEO.
Print name and position

Sch 2.2(a)(ii)

Signature of second authorised officer*
*see note below

Emily Clark, Operations Coordinator
Print name and position

Affix common seal if required under constitution

SIGNED for and on behalf of the **AUSTRALIAN CAPITAL TERRITORY** in the presence of:

Sch 2.2(a)(ii)

Signature of Territory Delegate

Rebecca Kelly
Print name

Sch 2.2(a)(ii)

Signature of witness

Dougal Reed
Print name

Note:

Date:	Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
Individual:	Must be signed by the individual Recipient and witnessed.
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.
Company:	Must be signed in accordance with section 127 of the *Corporations Act 2001* (C'wlth), for example, by two directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.

AUSTRALIAN CAPITAL TERRITORY

DEED OF GRANT

Dated	28 Sep 2020 **(Sport and Recreation to date)**
Parties	**AUSTRALIAN CAPITAL TERRITORY** **ACT SOFTBALL ASSOCIATION INC** **ABN: 48 565 918 950**
	2021 CAPITAL ASSISTANCE PROGRAM
Prepared by	Sport and Recreation Chief Minister, Treasury, and Economic Development Directorate GPO Box 158 CANBERRA ACT 2601 Ph: (02) 6207 6195 Ref: 2021CAP042
Version	May 2020

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SCHEDULE 3 18

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) **(Territory)** represented by the **Sport and Recreation** of the Chief Minister, Treasury and Economic Development Directorate.

Act Softball Association Inc ABN: 48 565 918 950 of **45 Walhallow Street, HAWKER ACT 2614**

BACKGROUND

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.

IT IS AGREED by the parties as follows

1. Interpretation

1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires:

Contact Officer	means in relation to each party, the representatives whose names and contact details are specified in **Item 5 Schedule 1**, or as notified in writing from time to time by one party to the other.
Funded Activity	means the activity described in **Schedule 2**.
Grant	means the amount specified in **Item 2 Schedule 1** and any interest accruing on that amount after it has been paid to the Recipient.
Grant Material	means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.
Grant Period	means the period specified in **Item 1 Schedule 1**, and if extended, the initial period and the extended period.
GST	has the same meaning as it has in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

Insolvency Event

(1) in respect of a natural person:

(a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the *Bankruptcy Act 1966* (Cth); or

(b) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or

(2) in respect of all other entities:

(a) any of the events listed in sub-sections 459C(2)(a) to (f) of the *Corporations Act 2001* (Cth) occur in respect of the entity; or

(b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:

(i) insolvency;
(ii) winding up; or
(iii) appointment of a controller (as that term is defined in the *Corporations Act 2001* (Cth)) in respect of part or all of the property, of the entity.

For the purpose of subparagraph (2)(b), subsections 459C(2)(a) to (f) *Corporations Act 2001*(Cth) are to be read as if applying to all incorporated entities.

Invoice means an invoice that:

(1) if GST is payable in respect of any taxable supply made under this Deed, is a valid tax invoice for the purposes of the GST Act;

(2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the

Funded Activity;

(3) sets out or is accompanied by any other details or reports required under this Deed; and

(4) is rendered at the times specified in **Item 2 Schedule 1** (if any) and addressed to the Territory's Contact Officer.

Special Condition means any provision set out in **Schedule 3.**

Territory means:

(1) when used in a geographical sense, the Australian Capital Territory; and

(2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

1.2 General

In this Deed, unless a contrary intention is expressed:

(1) references to "Recipient" includes 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 importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(4) "include" is not to be construed as a word of limitation;

(5) schedules and attachments form part of this Deed, however clauses headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer; and

(6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

2. Payment and Use of Grant

2.1 Payment of Grant

Subject to the Recipient's compliance with this Deed and sufficient funds being available for the Program. The Territory will pay to the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1.**

2.2 Use of Grant

The Recipient must:

(1) use the Grant only for the Funded Activity;

(2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and

(3) complete the Funded Activity by the end of the Grant Period.

3. Grant Period

This Deed is for the Grant Period unless extended or terminated under the provisions of this Deed.

4. Separate accounting for Grant

4.1 Separately account for Grant

If required by the Territory, the Recipient will, within its accounting system, account for the Grant separately from any other funds of the Recipient.

4.2 Bank account

If required by the Territory, the Recipient will deposit and hold in a separate bank account the Grant, and must:

(1) promptly notify the Territory of:

(a) the details of that account, and

(b) any change to that account.

(2) not cause or allow any funds other than the Grant to be deposited into that account.

5. Goods and Services Tax (GST)

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST

under the GST Act lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

6. Records

6.1 Obligation to keep records

The Recipient must:

(1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;

(2) provide a complete and detailed record and explanation of:

(a) expenditure of the Grant,

(b) other money received and spent on the Funded Activity,

(c) the progress of the Funded Activity, and

(d) any other records in respect of the Funded Activity,

that the Territory may reasonably require from time to time; and

(3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Deed, whichever occurs first.

6.2 Access

(1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.

(2) The Recipient must:

(a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 6.2(1)**, and

(b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

6.3 Territory's Auditor-General

Any of the Territory's rights under this **clause 6** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

7. Reporting of progress and expenditure

7.1 Notifications

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed.

8. Acknowledgement of Funding

8.1 Acknowledgement of Territory support

The Recipient must in relation to the Funded Activity:

(1) acknowledge the support of the Territory in any public event, media release, social media, websites or media coverage; and

(2) include an acknowledgement in the form set out in **Item 6 Schedule 1** in all documents, brochures, books, articles, social media, newsletters, websites, other artistic works or literary works or advertising.

8.2 Other obligations

The Recipient must:

(1) in relation to the material referred to in **clause 8.1(2)**, promptly provide to the Territory:

(a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and

(b) a copy of that material; and

(2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

9. Intellectual Property Rights

9.1 Ownership of Grant Material

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

9.2 Licence to Territory

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

9.3 Meaning of "use"

For the purpose of **clause 9**, "use" includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

10. Insurance and Indemnity

10.1 Recipient's insurance

The Recipient must effect and maintain for the Grant Period:

(1) all insurance coverage required by it by law;

(2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 4 Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and

(3) any other insurance specified in **Item 4 Schedule 1**,

with an insurer having a Standard and Poor's or Best's Rating A- or better and must produce evidence of that insurance as required by the Territory.

10.2 Indemnity

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, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

11. Termination of Grant

11.1 Breach

The Territory may terminate this Deed at any time by written notice to the Recipient, if the Recipient:

(1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;

(2) fails to:

(a) commence the Funded Activity in a timely manner,
(b) undertake the Funded Activity diligently, or
(c) meet any timeframes specified in this Deed; or

(3) commits any other breach of a provision of this Deed, where that breach:

(a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
(b) is not capable of being remedied.

11.2 Termination or reduction of funding for any reason

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 11**; or

(2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

11.3 No prejudice

Nothing in this **clause 8** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

12. Refund of Grant

12.1 Repayment of unacquitted funds

At the end of the Grant Period, or earlier termination of this Deed, the Recipient must:

(1) unless otherwise required under this Deed, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and

(2) promptly repay any or all of the Grant that remains unacquitted.

12.2 Meaning of unacquitted funds

For the purposes of **clause 12.1**, the Grant remains 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.

13. Dispute Resolution

13.1 Negotiation and Mediation of Dispute

(1) If a difference or dispute **(Dispute)** arises in relation to this Deed, then either party may give written notice to the other that a Dispute

exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process.

(2) If a mediation process is undertaken in accordance with **clause 13.1(1)** the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.

13.2 No prejudice

Nothing in this **clause 13** will prejudice the rights of either party to institute proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

14. Variation

14.1 Variation to Funded Activity

The Recipient must obtain the Territory's prior written approval for any variation to the Funded Activity, including:

(1) the Funded Activity or work programs;

(2) the Funded Activity's objectives or outcomes;

(3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and

(4) the Grant Period.

14.2 Variation to Deed

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

15. General

15.1 No assignment

The Recipient must not assign the whole or any part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

15.2 Conflict of interest

The Recipient warrants that at the start of the Grant Period no conflict of

interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

15.3 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.

15.4 Entire Agreement

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

15.5 Severability

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

15.6 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

15.7 Compliance with laws and governing law

(1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.

(2) 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.

15.8 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

(1) if delivered by hand, on delivery;

(2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;

(3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or

(4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

(a) the other party's acknowledgment of receipt by any means,

(b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address, or

(c) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

15.9 Forms and statements

The Territory may reasonably require any form, record or statement required under this Deed to be in a particular form.

15.10 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.

15.11 Survival of clauses

Clauses 6, 7.1, 9.2, 10.2 and **12** will survive the expiration or earlier termination of this Deed.

15.12 Counterparts

This Deed may be executed in any number of counterparts and by the parties in separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart to the other party either physically or electronically. All such counterparts taken together will be deemed to constitute one and the same Deed.

SCHEDULE 1

GRANT DETAILS

Item 1. Grant Period
See clauses 1.1 and 3

From the execution of this Deed until **31 December 2021.**

Item 2. Grant
See clauses 1.1 and 2.1

(1) Grant: **$91,000** (GST exclusive)

(2) The Grant is payable as a lump sum. An Invoice may be rendered on or after the date of this Deed.

(3) Except if otherwise stated in this Deed, the Grant is:

(a) payable within 30 days of receipt by the Territory of an Invoice; and

(b) inclusive of GST and all other taxes, duties and charges.

Item 3. Reporting and Acquittal
See clause 7.1

Not later than **31 March 2022** the Recipient must provide the Territory:

When you have expended the funds, please log on to SmartyGrants https://www.smartygrants.com.au and complete acquittal process. Use the same username and password to log in that you used to register with SmartyGrants when you applied for the grant.

Within three months after the termination date of the grant period, the successful recipients must provide Sport and Recreation the completed acquittal and expenditure with the following:

(1) a copy of the relevant audited financial statement or invoices, receipts, bank statements or other financial documentation that clearly identifies the income and expenditure of the grant, in accordance with the matching funding requirement; or

(2) a documentation that clearly identifies the income and expenditure of the

Sch 2.2(a)(ii)

opportunity for thanking or noting partners or sponsors should include the appropriate acknowledgement of the ACT Government.

Your organisation is also entitled to use the WE ARE CBR logo. Brand Canberra is Canberra's whole-of-city brand, designed to promote Canberra as a great place to live, work, study, visit and do business. The WE ARE CBR sub-brand is for local people, businesses and organisations of Canberra and serves as a 'city pride' badge. Using it demonstrates that your organisation is a local leader, committed to highlighting our city's strengths and bringing to life the great and unique aspects of living in Canberra. In addition to using the WE ARE CBR logo, you might also like to also use the hashtag #WeAreCBR or tag @wearecbr on your social channels, if the opportunity presents. Using these tags enables the Brand Canberra team to see and hear about the great things happening in our city.

Logos can be requested by emailing dougal.reed@act.gov.au

The Acknowledgement Guidelines can be accessed on the Sport and Recreation website at: http://www.sport.act.gov.au/grants/grants-acknowledgement

Item 7. Facility
See Item2 Schedule 2

Block: Unkwown
Section: Unknown
Division: Hawker
Address: 45 Walhallow St Hawker ACT 2614

Item 8. Policy

Active 2020 Strategy

SCHEDULE 2

THE FUNDED ACTIVITY AND FURTHER DEFINITIONS

1. FUNDED ACTIVITY

To assist with costs associated with the delivery of the following project as defined in the **2021 Capital Assistance Program** application and updated written confirmation provided to Sport and Recreation.

Project name: *Major Works Project*

2. FURTHER DEFINITIONS

In this Deed unless the contrary intention appears:

"**Asset Management Plan**" means a plan for managing the infrastructure and other assets to deliver an agreed standard of services.

"**Facility**" means the facility described in **Item 7 Schedule 1.**

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

1. SPECIAL CONDITIONS – FUNDED ACTIVITY

Nil

2. RECIPIENT'S OBLIGATIONS

The Recipient must:

(1) expend the Grant only for the purpose of the Funded Activity;

(2) undertake the Funded Activity diligently and otherwise in accordance with this Deed;

(3) if the Recipient fails to expend the Grant as required in **Item 2 Schedule 3**:

(a) hold the unexpended amount of the Grant in trust for the Territory; and

(b) on written request by the Territory, repay the Territory the amount of the Grant which was not expended; unless otherwise agreed in writing by the parties; and

(4) provide to the Territory the reports set out in **Item 3 Schedule 1**.

3. REDUCTION OF GRANT

(1) The Territory may reduce the amount payable under **clause 2.1**:

(a) by an amount equal to any unacquitted funds paid to the Recipient under this Deed; and

(b) by an amount equal to any unacquitted funds paid to the Recipient under any agreement between the parties, whether that agreement relates to the Program or otherwise.

(2) The Territory may withhold payment of the Grant until an amount equal to any outstanding debt owed by the Recipient to the Territory is paid by the Recipient, whether that debt was incurred under a program funding agreement or otherwise.

4. POLICY

The Recipient must demonstrate compliance with the policies specified in **Item 8 Schedule 1**, if any, if requested to do so in writing by the Territory.

5. SUSPENSION OF GRANT

5.1 Suspected breach

Without limiting its rights, the Territory has reasonable grounds to suspect that the Recipient is in breach of this Deed, the Territory may suspend payment of the Grant while it investigates the suspected breach.

6. NOVATION

(1) The Recipient must notify the Territory before entering into negotiation with any other person regarding any arrangement that might require novation of this Deed.

(2) Any consent of the Territory to novate this Deed must be in writing in the form of a Deed of Novation acceptable to the Territory.

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ACT Softball Associ
ABN 48 565 918 95

Sch 2.2(a)(ii)

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Signature of witness

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ASSOCIATION INCORPORATED SOFTBALL ACT
Common Seal
Affix common seal if required under constitution

Must be signed in accordance with the Recipient's constitution, whic
require the common seal to be affixed. At a minimum, 2 authorised o

required under the Recipient's

AUSTRALIAN CAPITAL TERRITORY

DEED OF GRANT

Dated	28 Sep 2020 **(Sport and Recreation to date)**
Parties	**AUSTRALIAN CAPITAL TERRITORY** **ACT SOFTBALL ASSOCIATION INC** **ABN: 48 565 918 950** **2021 COMMUNITY SPORT AND RECREATION DEVELOPMENT PROGRAM**
Prepared by	Sport and Recreation Chief Minister, Treasury, and Economic Development Directorate GPO Box 158 CANBERRA ACT 2601 Ph: (02) 6207 6195 Ref: 2021CSRDP0036
Version	May 2020

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) **(Territory)** represented by the **Sport and Recreation** of the Chief Minister, Treasury and Economic Development Directorate.

ACT Softball Association Inc
ABN: 48 565 918 950 of **45 Walhallow Street, HAWKER ACT 2614 (Recipient).**

BACKGROUND

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.

IT IS AGREED by the parties as follows

1. Interpretation

1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires:

Contact Officer	means in relation to each party, the representatives whose names and contact details are specified in **Item 5 Schedule 1**, or as notified in writing from time to time by one party to the other.
Funded Activity	means the activity described in **Schedule 2.**
Grant	means the amount specified in **Item 2 Schedule 1** and any interest accruing on that amount after it has been paid to the Recipient.
Grant Material	means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.
Grant Period	means the period specified in **Item 1 Schedule 1**, and if extended, the initial period and the extended period.

GST has the same meaning as it has in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

Insolvency Event

(1) in respect of a natural person:

(a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the *Bankruptcy Act 1966* (Cth); or

(b) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or

(2) in respect of all other entities:

(a) any of the events listed in sub-sections 459C(2)(a) to (f) of the *Corporations Act 2001* (Cth) occur in respect of the entity; or

(b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:

(i) insolvency;
(ii) winding up; or
(iii) appointment of a controller (as that term is defined in the *Corporations Act 2001* (Cth)) in respect of part or all of the property, of the entity.

For the purpose of subparagraph (2)(b), subsections 459C(2)(a) to (f) *Corporations Act 2001*(Cth) are to be read as if applying to all incorporated entities.

Invoice means an invoice that:

(1) if GST is payable in respect of any taxable supply made under this Deed, is a valid tax invoice for the purposes of the GST Act;

(2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is

correctly calculated and is in respect of the Funded Activity;

(3) sets out or is accompanied by any other details or reports required under this Deed; and

(4) is rendered at the times specified in **Item 2 Schedule 1** (if any) and addressed to the Territory's Contact Officer.

Special Condition means any provision set out in **Schedule 3**.

Territory means:

(1) when used in a geographical sense, the Australian Capital Territory; and

(2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

1.2 General

In this Deed, unless a contrary intention is expressed:

(1) references to "Recipient" includes 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 importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(4) "include" is not to be construed as a word of limitation;

(5) schedules and attachments form part of this Deed, however clauses headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;

(6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

2. Payment and Use of Grant

2.1 Payment of Grant

Subject to the Recipient's compliance with this Deed and sufficient funds being available for the Program. The Territory will pay to the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.

2.2 Use of Grant

The Recipient must:

(1) use the Grant only for the Funded Activity;

(2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and

(3) complete the Funded Activity by the end of the Grant Period.

3. Grant Period

This Deed is for the Grant Period unless extended or terminated under the provisions of this Deed.

4. Separate accounting for Grant

4.1 Separately account for Grant

If required by the Territory, the Recipient will, within its accounting system, account for the Grant separately from any other funds of the Recipient.

4.2 Bank account

If required by the Territory, the Recipient will deposit and hold in a separate bank account the Grant, and must:

(1) promptly notify the Territory of:

(a) the details of that account, and

(b) any change to that account.

(2) not cause or allow any funds other than the Grant to be deposited into that account.

5. Goods and Services Tax (GST)

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST

under the GST Act lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

6. Records

6.1 Obligation to keep records

The Recipient must:

(1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;

(2) provide a complete and detailed record and explanation of:

(a) expenditure of the Grant,

(b) other money received and spent on the Funded Activity,

(c) the progress of the Funded Activity, and

(d) any other records in respect of the Funded Activity,

that the Territory may reasonably require from time to time; and

(3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Deed, whichever occurs first.

6.2 Access

(1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.

(2) The Recipient must:

(a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 6.2(1)**, and

(b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

6.3 Territory's Auditor-General

Any of the Territory's rights under this **clause 6** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

7. Reporting of progress and expenditure

7.1 Notifications

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed.

8. Acknowledgement of Funding

8.1 Acknowledgement of Territory support

The Recipient must in relation to the Funded Activity:

(1) acknowledge the support of the Territory in any public event, media release, social media, websites or media coverage; and

(2) include an acknowledgement in the form set out in **Item 6 Schedule 1** in all documents, brochures, books, articles, social media, newsletters, websites, other artistic works or literary works or advertising.

8.2 Other obligations

The Recipient must:

(1) in relation to the material referred to in **clause 8.1(2)**, promptly provide to the Territory:

(a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and

(b) a copy of that material; and

(2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

9. Intellectual Property Rights

9.1 Ownership of Grant Material

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

9.2 Licence to Territory

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

9.3 Meaning of "use"

For the purpose of **clause 9**, "use" includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

10. Insurance and Indemnity

10.1 Recipient's insurance

The Recipient must effect and maintain for the Grant Period:

(1) all insurance coverage required by it by law;

(2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 4 Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and

(3) any other insurance specified in **Item 4 Schedule 1**,

with an insurer having a Standard and Poor's or Best's Rating A- or better and must produce evidence of that insurance as required by the Territory.

10.2 Indemnity

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, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

11. Termination of Grant

11.1 Breach

The Territory may terminate this Deed at any time by written notice to the Recipient, if the Recipient:

(1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;

(2) fails to:

(a) commence the Funded Activity in a timely manner,

(b) undertake the Funded Activity diligently, or

(c) meet any timeframes specified in this Deed; or

(3) commits any other breach of a provision of this Deed, where that breach:

(a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or

(b) is not capable of being remedied.

11.2 Termination or reduction of funding for any reason

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 11**; or

(2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

11.3 No prejudice

Nothing in this **clause 8** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

12. Refund of Grant

12.1 Repayment of unacquitted funds

At the end of the Grant Period, or earlier termination of this Deed, the Recipient must:

(1) unless otherwise required under this Deed, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and

(2) promptly repay any or all of the Grant that remains unacquitted.

12.2 Meaning of unacquitted funds

For the purposes of **clause 12.1**, the Grant remains 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.

13. Dispute Resolution

13.1 Negotiation and Mediation of Dispute

(1) If a difference or dispute **(Dispute)** arises in relation to this Deed, then either party may give written notice to the other that a Dispute

exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process.

(2) If a mediation process is undertaken in accordance with **clause 13.1(1)** the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.

13.2 No prejudice

Nothing in this **clause 13** will prejudice the rights of either party to institute proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

14. Variation

14.1 Variation to Funded Activity

The Recipient must obtain the Territory's prior written approval for any variation to the Funded Activity, including:

(1) the Funded Activity or work programs;

(2) the Funded Activity's objectives or outcomes;

(3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and

(4) the Grant Period.

14.2 Variation to Deed

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

15. General

15.1 No assignment

The Recipient must not assign the whole or any part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

15.2 Conflict of interest

The Recipient warrants that at the start of the Grant Period no conflict of

interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

15.3 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.

15.4 Entire Agreement

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

15.5 Severability

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

15.6 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

15.7 Compliance with laws and governing law

(1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.

(2) 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.

15.8 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

(1) if delivered by hand, on delivery;

(2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;

(3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or

(4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

(a) the other party's acknowledgment of receipt by any means,

(b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address, or

(c) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

15.9 Forms and statements

The Territory may reasonably require any form, record or statement required under this Deed to be in a particular form.

15.10 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.

15.11 Survival of clauses

Clauses 6, 7.1, 9.2, 10.2 and **12** will survive the expiration or earlier termination of this Deed.

15.12 Counterparts

This Deed may be executed in any number of counterparts and by the parties in separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart to the other party either physically or electronically. All such counterparts taken together will be deemed to constitute one and the same Deed.

SCHEDULE 1

GRANT DETAILS

Item 1. Grant Period
See clauses 1.1 and 3

From the execution of this Deed until **31 December 2021**.

Item 2. Grant
See clauses 1.1 and 2.1

(1) Grant: **$971** (GST exclusive)

(2) The Grant is payable as a lump sum. An Invoice may be rendered on or after the date of this Deed.

(3) Except if otherwise stated in this Deed, the Grant is:

(a) payable within 30 days of receipt by the Territory of an Invoice; and

(b) inclusive of GST and all other taxes, duties and charges.

Item 3. Reporting and Acquittal
See clause 7.1

Not later than **31 March 2022** the Recipient must provide the Territory:

When you have expended the funds, please log on to SmartyGrants https://www.smartygrants.com.au and complete acquittal process. Use the same username and password to log in that you used to register with SmartyGrants when you applied for the grant.

Within three months after the termination date of the grant period, the successful recipients must provide Sport and Recreation the completed acquittal and expenditure with the following:

(1) a copy of the relevant audited financial statement or invoices, receipts, bank statements or other financial documentation that clearly identifies the income and expenditure of the grant, in accordance with the matching funding requirement; or

(2) a documentation that clearly identifies the income and expenditure of the

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sponsors should include the appropriate acknowledgement of the ACT Government.

Your organisation is also entitled to use the WE ARE CBR logo. Brand Canberra is Canberra's whole-of-city brand, designed to promote Canberra as a great place to live, work, study, visit and do business. The WE ARE CBR sub-brand is for local people, businesses and organisations of Canberra and serves as a 'city pride' badge. Using it demonstrates that your organisation is a local leader, committed to highlighting our city's strengths and bringing to life the great and unique aspects of living in Canberra. In addition to using the WE ARE CBR logo, you might also like to also use the hashtag #WeAreCBR or tag @wearecbr on your social channels, if the opportunity presents. Using these tags enables the Brand Canberra team to see and hear about the great things happening in our city.

Logos can be requested by emailing dougal.reed@act.gov.au

The Acknowledgement Guidelines can be accessed on the Sport and Recreation website at: http://www.sport.act.gov.au/grants/grants-acknowledgement

Item 7. Policy Active 2020 Strategy

SCHEDULE 2

THE FUNDED ACTIVITY AND FURTHER DEFINITIONS

1. FUNDED ACTIVITY

To assist with costs associated with the delivery of the following project as defined in the **2021 Community Sport and Recreation Development Program** application and updated written confirmation provided to Sport and Recreation.

Project name: *Sanitisation and Safety Project*

2. FURTHER DEFINITIONS

In this Deed unless the contrary intention appears:

"**Matched Funding**" means the amount equivalent to the Grant and which is paid by the Recipient for the purpose of the Funded Activity.

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

1. SPECIAL CONDITIONS – FUNDED ACTIVITY

- Funding was not provided for consumable products

2. RECIPIENT'S OBLIGATIONS

The Recipient must:

(1) contribute Matched Funding for the purpose of the Funded Activity unless otherwise specified in **Item 1 Schedule 3**;

(2) expend the Grant and Matched Funding only for the purpose of the Funded Activity;

(3) undertake the Funded Activity diligently and otherwise in accordance with this Deed;

(4) if the Recipient fails to expend the Grant and Matched Funding as required in **Item 2 Schedule 3**:

(a) hold the unexpended amount of the Grant in trust for the Territory; and

(b) on written request by the Territory, repay the Territory the amount of the Grant which was not expended; unless otherwise agreed in writing by the parties; and

(5) provide to the Territory the reports set out in **Item 3 Schedule 1**.

3. REDUCTION OF GRANT

(1) The Territory may reduce the amount payable under **clause 2.1**:

(a) by an amount equal to any unacquitted funds paid to the Recipient under this Deed; and

(b) by an amount equal to any unacquitted funds paid to the Recipient under any agreement between the parties, whether that agreement relates to the Program or otherwise.

(2) The Territory may withhold payment of the Grant until an amount equal to any outstanding debt owed by the Recipient to the Territory is paid by the Recipient, whether that debt was incurred under a program funding agreement or otherwise.

4. POLICY

The Recipient must demonstrate compliance with the policies specified in **Item 7 Schedule 1**, if any, if requested to do so in writing by the Territory.

5. SUSPENSION OF GRANT

5.1 Suspected breach

Without limiting its rights, the Territory has reasonable grounds to suspect that the Recipient is in breach of this Deed, the Territory may suspend payment of the Grant while it investigates the suspected breach.

6. NOVATION

(1) The Recipient must notify the Territory before entering into negotiation with any other person regarding any arrangement that might require novation of this Deed.

(2) Any consent of the Territory to novate this Deed must be in writing in the form of a Deed of Novation acceptable to the Territory.

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Signature of Recip

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Signature of second authorised office
*see note below

Affix common seal if required under constitution.

Must be dated
De ore exchanged, the date of exchange. Also date the cover n

require the common seal to be affixed. As a minimum, 2 authorised officers n

127 of

by 2
required under

AUSTRALIAN CAPITAL TERRITORY

DEED OF GRANT

Dated

29/3/2022 **(Sport and Recreation to date)**

Parties

AUSTRALIAN CAPITAL TERRITORY

ACT SOFTBALL ASSOCIATION

ABN: 48 565 918 950

2022 COMMUNITY SPORT AND RECREATION DEVELOPMENT PROGRAM

Prepared by

Sport and Recreation
Chief Minister, Treasury, and Economic Development Directorate

GPO Box 158
CANBERRA ACT 2601

Ph: (02) 6207 6195
Ref: 2022CSRDP011

Version

March 2022

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SCHEDULE 1.....

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) **(Territory)** represented by the **Sport and Recreation** of the Chief Minister, Treasury and Economic Development Directorate.

ACT Softball Association ABN: 48 565 918 950 of **45 Walhallow Street Hawker ACT 2614**

BACKGROUND

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.

IT IS AGREED by the parties as follows

1. Interpretation

1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires:

Contact Officer	means in relation to each party, the representatives whose names and contact details are specified in **Item 5 Schedule 1**, or as notified in writing from time to time by one party to the other.
Funded Activity	means the activity described in **Schedule 2**.
Grant	means the amount specified in **Item 2 Schedule 1** and any interest accruing on that amount after it has been paid to the Recipient.
Grant Material	means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.
Grant Period	means the period specified in **Item 1 Schedule 1**, and if extended, the initial period and the extended period.
GST	has the same meaning as it has in the GST Act.
GST Act	means the *A New Tax System (Goods and*

Services Tax) Act 1999 (Cwlth).

Insolvency Event (1) in respect of a natural person:

(a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the *Bankruptcy Act 1966* (Cth); or

(a) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or

(2) in respect of all other entities:

(a) any of the events listed in sub-sections 459C(2)(a) to (f) of the *Corporations Act 2001* (Cth) occur in respect of the entity; or

(b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:

(i) insolvency;
(ii) winding up; or
(iii) appointment of a controller (as that term is defined in the *Corporations Act 2001* (Cth)) in respect of part or all of the property, of the entity.

For the purpose of subparagraph (2)(b), subsections 459C(2)(a) to (f) *Corporations Act 2001*(Cth) are to be read as if applying to all incorporated entities.

Invoice means an invoice that:

(1) if GST is payable in respect of any taxable supply made under this Deed, is a valid tax invoice for the purposes of the GST Act;

(2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the

Funded Activity;

(3) sets out or is accompanied by any other details or reports required under this Deed; and

(4) is rendered at the times specified in **Item 2 Schedule 1** (if any) and addressed to the Territory's Contact Officer.

Special Condition means any provision set out in **Schedule 3**.

Territory means:

(1) when used in a geographical sense, the Australian Capital Territory; and

(2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

1.2 General

In this Deed, unless a contrary intention is expressed:

(1) references to "Recipient" includes 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 importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(4) "include" is not to be construed as a word of limitation;

(5) schedules and attachments form part of this Deed, however clauses headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer; and

(6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

2. Payment and Use of Grant

2.1 Payment of Grant

Subject to the Recipient's compliance with this Deed and sufficient funds being available for the Program. The Territory will pay to the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.

2.2 Use of Grant

The Recipient must:

(1) use the Grant only for the Funded Activity;

(2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and

(3) complete the Funded Activity by the end of the Grant Period.

3. Grant Period

This Deed is for the Grant Period unless extended or terminated under the provisions of this Deed.

4. Separate accounting for Grant

4.1 Separately account for Grant

If required by the Territory, the Recipient will, within its accounting system, account for the Grant separately from any other funds of the Recipient.

4.2 Bank account

If required by the Territory, the Recipient will deposit and hold in a separate bank account the Grant, and must:

(1) promptly notify the Territory of:

(a) the details of that account, and
(b) any change to that account.

(2) not cause or allow any funds other than the Grant to be deposited into that account.

5. Goods and Services Tax (GST)

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act

lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

6. Records

6.1 Obligation to keep records

The Recipient must:

(1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;

(2) provide a complete and detailed record and explanation of:

(a) expenditure of the Grant,

(b) other money received and spent on the Funded Activity,

(c) the progress of the Funded Activity, and

(d) any other records in respect of the Funded Activity,

that the Territory may reasonably require from time to time; and

(3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Deed, whichever occurs first.

6.2 Access

(1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.

(2) The Recipient must:

(a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 6.2(1)**, and

(b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

6.3 Territory's Auditor-General

Any of the Territory's rights under this **clause 6** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

7. Reporting of progress and expenditure

7.1 Notifications

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed.

8. Acknowledgement of Funding

8.1 Acknowledgement of Territory support

The Recipient must in relation to the Funded Activity:

(1) acknowledge the support of the Territory in any public event, media release, social media, websites or media coverage; and

(2) include an acknowledgement in the form set out in **Item 6 Schedule 1** in all documents, brochures, books, articles, social media, newsletters, websites, other artistic works or literary works or advertising.

8.2 Other obligations

The Recipient must:

(1) in relation to the material referred to in **clause 8.1(2)**, promptly provide to the Territory:

(a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and

(b) a copy of that material; and

(2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

9. Intellectual Property Rights

9.1 Ownership of Grant Material

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

9.2 Licence to Territory

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

9.3 Meaning of "use"

For the purpose of **clause 9**, "use" includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

10. Insurance and Indemnity

10.1 Recipient's insurance

The Recipient must effect and maintain for the Grant Period:

(1) all insurance coverage required by it by law;

(2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 4 Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and

(3) any other insurance specified in **Item 4 Schedule 1**,

with an insurer having a Standard and Poor's or Best's Rating A- or better and must produce evidence of that insurance as required by the Territory.

10.2 Indemnity

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, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

11. Termination of Grant

11.1 Breach

The Territory may terminate this Deed at any time by written notice to the Recipient, if the Recipient:

(1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;

(2) fails to:

(a) commence the Funded Activity in a timely manner,
(b) undertake the Funded Activity diligently, or
(c) meet any timeframes specified in this Deed; or

(3) commits any other breach of a provision of this Deed, where that breach:

(a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or

(b) is not capable of being remedied.

11.2 Termination or reduction of funding for any reason

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 11**; or

(2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

11.3 No prejudice

Nothing in this **clause 8** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

12. Refund of Grant

12.1 Repayment of unacquitted funds

At the end of the Grant Period, or earlier termination of this Deed, the Recipient must:

(1) unless otherwise required under this Deed, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and

(2) promptly repay any or all of the Grant that remains unacquitted.

12.2 Meaning of unacquitted funds

For the purposes of **clause 12.1**, the Grant remains 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.

13. Dispute Resolution

13.1 Negotiation and Mediation of Dispute

(1) If a difference or dispute **(Dispute)** arises in relation to this Deed, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a

mediation process.

(2) If a mediation process is undertaken in accordance with **clause 13.1(1)** the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.

13.2 No prejudice

Nothing in this **clause 13** will prejudice the rights of either party to institute proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

14. Variation

14.1 Variation to Funded Activity

The Recipient must obtain the Territory's prior written approval for any variation to the Funded Activity, including:

(1) the Funded Activity or work programs;

(2) the Funded Activity's objectives or outcomes;

(3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and

(4) the Grant Period.

14.2 Variation to Deed

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

15. General

15.1 No assignment

The Recipient must not assign the whole or any part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

15.2 Conflict of interest

The Recipient warrants that at the start of the Grant Period no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed and must, if a conflict or risk of conflict of

interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

15.3 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.

15.4 Entire Agreement

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

15.5 Severability

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

15.6 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

15.7 Compliance with laws and governing law

(1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.

(2) 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.

15.8 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

(1) if delivered by hand, on delivery;

(2) if sent by prepaid mail, on the expiration of two days after the date on

which it was sent;

(3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or

(4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

(a) the other party's acknowledgment of receipt by any means,

(b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address, or

(c) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

15.9 Forms and statements

The Territory may reasonably require any form, record or statement required under this Deed to be in a particular form.

15.10 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.

15.11 Survival of clauses

Clauses 6, 7.1, 9.2, 10.2 and **12** will survive the expiration or earlier termination of this Deed.

15.12 Counterparts

This Deed may be executed in any number of counterparts and by the parties in separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart to the other party either physically or electronically. All such counterparts taken together will be deemed to constitute one and the same Deed.

SCHEDULE 1

GRANT DETAILS

Item 1. Grant Period
See clauses 1.1 and 3

From the execution of this Deed until **31 December 2022.**

Item 2. Grant
See clauses 1.1 and 2.1

(1) Grant: **$4,000** (GST exclusive)

(2) The Grant is payable as a lump sum. An Invoice may be rendered on or after the date of this Deed.

(3) Except if otherwise stated in this Deed, the Grant is:

(a) payable within 30 days of receipt by the Territory of an Invoice; and

(b) inclusive of GST and all other taxes, duties and charges.

Item 3. Reporting and Acquittal
See clause 7.1

Not later than **31 March 2023** the Recipient must provide the Territory:

When you have expended the funds, please log on to SmartyGrants https://www.smartygrants.com.au and complete acquittal process. Use the same username and password to log in that you used to register with SmartyGrants when you applied for the grant.

Within three months after the termination date of the grant period, the successful recipients must provide Sport and Recreation the completed acquittal and expenditure with the following:

(1) a copy of the relevant audited financial statement or invoices, receipts, bank statements or other financial documentation that clearly identifies the income and expenditure of the grant, in accordance with the matching funding requirement; or

(2) a documentation that clearly identifies the income and expenditure of the grant

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acknowledgement can be fulfilled. Any opportunity for thanking or noting partners or sponsors should include the appropriate acknowledgement of the ACT Government.

Your organisation is also entitled to use the WE ARE CBR logo. Brand Canberra is Canberra's whole-of-city brand, designed to promote Canberra as a great place to live, work, study, visit and do business. The WE ARE CBR sub-brand is for local people, businesses and organisations of Canberra and serves as a 'city pride' badge. Using it demonstrates that your organisation is a local leader, committed to highlighting our city's strengths and bringing to life the great and unique aspects of living in Canberra. In addition to using the WE ARE CBR logo, you might also like to also use the hashtag #WeAreCBR or tag @wearecbr on your social channels, if the opportunity presents. Using these tags enables the Brand Canberra team to see and hear about the great things happening in our city.

Logos can be requested by emailing dougal.reed@act.gov.au

The Acknowledgement Guidelines can be accessed on the Sport and Recreation website at: http://www.sport.act.gov.au/grants/grants-acknowledgement

Item 7. Facility
See Item2 Schedule 2

Block: N/A
Section: N/A
Division: N/A
Address: N/A

SCHEDULE 2

THE FUNDED ACTIVITY AND FURTHER DEFINITIONS

1. FUNDED ACTIVITY

To assist with costs associated with the delivery of the following project as defined in the **2022 COMMUNITY SPORT AND RECREATION DEVELOPMENT PROGRAM** application and updated written confirmation provided to Sport and Recreation.

Project name: *Portable home run fence*

2. FURTHER DEFINITIONS

In this Deed unless the contrary intention appears:

"**Asset Management Plan**" means a plan for managing the infrastructure and other assets to deliver an agreed standard of services.

"**Facility**" means the facility described in **Item 7 Schedule 1**.

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

1. SPECIAL CONDITIONS – FUNDED ACTIVITY

Nil

2. RECIPIENT'S OBLIGATIONS

The Recipient must:

(1) expend the Grant only for the purpose of the Funded Activity;

(2) undertake the Funded Activity diligently and otherwise in accordance with this Deed;

(3) if the Recipient fails to expend the Grant as required in **Item 2 Schedule 3**:

  (a) hold the unexpended amount of the Grant in trust for the Territory; and

  (b) on written request by the Territory, repay the Territory the amount of the Grant which was not expended; unless otherwise agreed in writing by the parties; and

(4) provide to the Territory the reports set out in **Item 3 Schedule 1**.

3. REDUCTION OF GRANT

(1) The Territory may reduce the amount payable under **clause 2.1**:

  (a) by an amount equal to any unacquitted funds paid to the Recipient under this Deed; and

  (b) by an amount equal to any unacquitted funds paid to the Recipient under any agreement between the parties, whether that agreement relates to the Program or otherwise.

(2) The Territory may withhold payment of the Grant until an amount equal to any outstanding debt owed by the Recipient to the Territory is paid by the Recipient, whether that debt was incurred under a program funding agreement or otherwise.

4. POLICY

The Recipient must demonstrate compliance with the policies specified in **Item 8 Schedule 1**, if any, if requested to do so in writing by the Territory.

5. SUSPENSION OF GRANT

5.1 Suspected breach

Without limiting its rights, the Territory has reasonable grounds to suspect that the Recipient is in breach of this Deed, the Territory may suspend payment of the Grant while it investigates the suspected breach.

6. NOVATION

(1) The Recipient must notify the Territory before entering into negotiation with any other person regarding any arrangement that might require novation of this Deed.

(2) Any consent of the Territory to novate this Deed must be in writing in the form of a Deed of Novation acceptable to the Territory.

SIGNED AS A DEED ON

SIGNED
AUSTRALIAN CAPITAL TERRITORY

Sch 2.2(a)(ii)

Sch 2.2(a)(ii)

SIGNED
ACT [illegible]
ABN [illegible]

Sch 2.2(a)(ii)

Sch 2.2(a)(ii)

Sch 2.2(a)(ii)