



AUSTRALIAN CAPITAL TERRITORY

DEED OF GRANT



Dated

6/8/2013 (artsACT to date)

Parties

AUSTRALIAN CAPITAL TERRITORY

**COLLEGE OF ARTS AND SOCIAL
SCIENCES, ANU
ABN: 52234063906**

COMMUNITY OUTREACH PROGRAM

Prepared by

artsACT
Community Services Directorate
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CIVIC ACT 2601

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CANBERRA ACT 2601.
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Ref: CAF0042013

Version

October 2012

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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 artsACT, a business unit within the Community Services Directorate.

College of Arts and Social Sciences, ANU
ABN: 52234063906 of College of Arts and Social Sciences,
Australian National University, Canberra ACT 0200 (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).

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 Contract 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) headings have no effect on the interpretation of the provisions; 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

The Territory must pay 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

The Recipient must, within its accounting system, account for the Grant separately from any other funds of the Recipient.

5. 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 Progress reports

The Recipient must provide written reports to the Territory relating to the progress of the Funded Activity and expenditure of the Grant in the manner and at the times required in **Item 3 Schedule 1**.

7.2 Other 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 or media coverage; and
- (2) include an acknowledgement in the form set out in **Item 6 Schedule 1** in all documents, brochures, books, articles, newsletters, 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(1) 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(2) Schedule 1**,
- with an insurer approved by the ACT Insurance Authority.

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 in writing giving 30 days 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 in writing giving 30 days notice to the Recipient, terminate this Deed or reduce the funding and the scope 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 12**; or
- (2) in the event of a reduction in funding, continue to undertake the reduced Funded Activity in accordance with the notice.

11.3 No prejudice

Nothing in this **clause 11** 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 of the acquittal date, 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.

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.

SCHEDULE 1

GRANT DETAILS

Item 1. Grant Period

See clauses 1.1 and 3

From 1 January 2014 until 31 December 2016.

Item 2. Grant

See clauses 1.1 and 2.1

- (1) Total Grant: \$3,870,000
(plus GST if applicable)
(plus CPI if available)
- (2) Grant Category:
Tertiary Delivered Outreach Program
- (3) If the Grant is payable:
 - (a) as a lump sum, an Invoice may be rendered on or after the date of this Deed
 - (b) by instalments, Invoices may only be rendered in accordance with the following:

Amount	When Invoice may be rendered		
By Instalment	Year	Date Payable	Amount
	2014	31 January	\$645,000
	Condition: Acceptance of a signed Deed of Grant by 31 July 2013		
	2014	31 July	\$645,000
	Condition: Acceptance of a 2013 acquittal due 30 April 2014		
	2015	31 January	\$645,000
	Plus CPI contribution if available		
	Condition: Acceptance of a 2015 revised program and budget due 31 October 2014.		
	2015	31 July	\$645,000
	Plus CPI contribution if available		
	Condition: Acceptance of a 2014 acquittal due 30 April 2015.		
	2016	31 January	\$645,000
	Plus CPI contribution if available		

	Condition: Acceptance of a 2016 revised program and budget due 31 October 2015.
	2016 31 July \$645,000 Plus CPI contribution if available
	Condition: Acceptance of a 2015 grant acquittal due 30 April 2016

- (4) 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) exclusive of GST (where applicable) and all other taxes, duties and charges.

Item 3. Reporting and Acquittal

See clause 7.1

- (1) The Recipient must, by **30 April** in each year of the Grant Period and in the year immediately after the expiry of the Grant Period, provide;
- (a) a completed and signed Statement of Acquittal of Grant form as set out in **Annexure A**; and
 - (b) the reports and material set out in **Annexure A**.
- (2) The Recipient must provide, by **30 April** each year, a financial certificate including a detailed income and expenditure statement.
- (3) The Recipient must provide a Revised Program and Budget Report by **31 October** each year of the Grant Period as set out in **Annexure B**.
- (4) Without limiting any other obligation of the Recipient, the Territory may request an activity report, in a form prescribed by the Territory, about the progress of the Funded Activity from the Recipient at any time during the Grant Period and the Recipient must provide the completed activity report within 30 days of the Territory's request.

Item 4. Other insurance requirements

See clause 10.1

- (1) Public Liability Insurance: \$20 million.

- (2) In circumstances where, as part of the Funded Activity, the Recipient is providing professional advice, information, or service to others, proof of professional indemnity insurance may be required before payment of your grant will be made. If you [the Recipient] believes that professional indemnity insurance may be required due to the nature of the Funded Activity, the ACT Insurance Authority is able to advise on the necessity of this type of insurance and can be contacted on (02) 6207 0184.

Item Contact Officers
5. *See clauses 1.1 and 15.8*

For the Territory:
Robert Piani, Manager
Arts Support, artsACT
Community Services Directorate
Level 4, Canberra Nara Centre
1 Constitution Avenue
CIVIC ACT 2602

For the Recipient:
Ms Anne Hodgett, Finance Manager
College of Arts and Social Sciences
Australian National University ACT 0200

Item Form of
6. Acknowledgement
See clause 8.1

The ACT Government requires appropriate acknowledgment of its support for organisations, facilities, programs and projects. This acknowledgment must be on all promotional, advertising, signage or other publicity material, newsletters, websites and stationary including letterhead. Acknowledgement needs also to be made in formal speeches, such as at launches and opening nights.

Evidence of compliance with this requirement forms part of the Acquittal of the Grant for funded activities and will be taken into consideration as part of the assessment of any future grant application.

The ACT Government logo and information about its appropriate use are available on the ACT Government Grants website at www.grants.act.gov.au/acknowledging. The size of the acknowledgment, particularly the logo, is to be proportionate to funding received from sources other than the ACT Government. If you require further clarification of these acknowledgement requirements please contact artsACT on (02) 6207 2384.

SCHEDULE 2

THE FUNDED ACTIVITY: to assist with costs of delivering and directly administering the ANU Community Outreach Program in 2014 to 2016, as per the projects and amounts below.

Project	Amount	Description
Music Engagement	\$400,000	The project provides professional development for teachers delivered at the School of Music and at identified ACT schools. The project provides on-going support for music in schools and for off campus music events. Performances include a combination of students, adults, professional musicians and community members. Materials and methods are both for specialist and generalist educators, and practice-related research outcomes that benefit the community.
Music Development	\$200,000	The project will have a priority for students in Years 7 to 12, however other year students can be involved. The project includes: -advanced aural musicianship/theory classes (based on existing tertiary level classes and providing students with credit towards a BMus degree); -chamber ensemble tuition and performance experience, with pathways for progression; -participation in tertiary-level practical workshops and a range of other activities and performance/learning opportunities. The program is designed to complement school based and instrumental music programs.
Music for Colleges	\$255,000	The project delivers accredited music courses in classical and jazz. The project extends the ACT Education and Training Directorate curricula and enables students to complete a major in music for their Year 12 certificate.
Student Outreach and Engagement	\$100,000	School of Music students propose activities through an application process to realise music projects in partnership with external parties, including ACT Key Arts and Program funded organisations. This project supports outreach and engagement initiatives with both educational and performance outcomes that are championed by students, the ANU or ACT Government. Assessment against academic criteria will be undertaken by School of Music staff and artsACT representative.

Visual Arts Access	\$135,000	A range of open access visual arts community education courses offered annually at the School of Art, through the ANU Centre for Continuing Education
Visual Arts Community Outreach	\$175,000	<p><u>Art Forum</u>: a series of public lectures by leading guest speakers across visual arts practice, criticism, theory and history.</p> <p><u>The ACT Teachers Connections</u>: The School of Art academic staff to deliver specialised workshops for the Education and Training Directorate as professional development opportunities for ACT teachers as part of the Arts Up Front Conference at the School of Art. The ANU School of Art will have a representation on the Visual Arts Network of Educators professional networking committee.</p> <p><u>Limelight Exhibition</u>: The School of Art to host an ACT Limelight visual art exhibition featuring the work of secondary, primary and preschool students.</p> <p><u>Street Art Schools Event</u>: A project designed to create a pilot art event open to Canberra primary and secondary schools students to participate in a street art project. The School of Art will invite professional street artists who will mentor students and teachers, and provide a convenor to identify and establish contacts with the schools, and will work closely with the ANU Equity Office and by extension the Education and Training Directorate.</p> <p><u>Community Education</u>: The School of Art to undertake a pilot project to place staff into identified ACT schools. This project will be based on visual art, craft and design practice. A convenor will coordinate the project, identify and establish contacts with the Schools, and work closely with the ANU Equity Office and by extension the Education and Training Directorate.</p>
Library Access	\$25,000	Support for relevant ACT music and visual arts organisations to have access to the ANU libraries. Up to 25 standard corporate memberships are available on an annual basis. The membership includes borrowing rights for library material.
Total	\$1,290,000	

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

- (1) Clauses 9.2 and 9.3 are deleted and replaced with the following:

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

- (a) The Territory to perform all of its administrative functions with the Deed, Grant, Grant Material, or the Recipient; and
- (b) any other purpose approved by the Recipient in writing, provided that the Recipient may not unreasonably withhold that approval.

SIGNED AS A DEED ON 6 August 13 (artsACT to date)

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

Signature of Territory delegate

David Whitney
Print name

Signature of witness

Robert Piani
Print name

SIGNED for and on behalf of)
College of Arts and Social Sciences,)
Australian National University)
ABN: 52234063906 in the presence of:

Signature of Recipient or authorised officer*

*delete whichever is not applicable (see note below)

Signature of witness

T. MARKHAM DEAN
Print name and position CASS

ANDREW HEATH
Print name

Signature of second authorised officer*
*see note below

Print name and position



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, 2 authorised officers must sign.
- Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.

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08/11/11
12/10

11/11/11



ACT GOVERNMENT STATEMENT OF ACQUITTAL OF GRANT

RECIPIENT INFORMATION

Contact Person

Title (Mr, Ms etc)

Surname

Other name(s)

Organisation

Postal address

Postcode

Residential/Street address

Postcode

Phone

e-mail

Official Head of Incorporated Organisation

Title (Mr, Ms etc)

Surname

Other name(s)

Position

Phone

Fax

PROGRAM DESCRIPTION

Purpose of the funding:

Amount received:

When did your program start and finish?

to

LEGAL CERTIFICATION

I/we, the person(s) making this statement, certify that the grant described above was used for the approved purpose. To the best of my/our knowledge and belief, the attached artistic and financial reports are true and fair.

Name of Head of Organisation

Signature and Date

Acquittal Information Requirements

You organisation is required to submit a detailed acquittal report by 30 April each year. This document provides important information about your program of activities, demonstrating your achievements and program outcomes. It is also the intention that the annual acquittal report will assist your organisation to review its position in the arts landscape and ensure ongoing creative development and contribution to the ACT, within the context of the ACT Government's arts policies. The requirements are detailed overleaf. The ACT Government's funding to your organisation cannot be acquitted unless all the requested material is submitted on time and to the standard required. For more information or guidance on the acquittal process, please contact artsACT on 6207 2384.

Office use only

Database updated:

Date

Date Received:

Assessed by

Program Officer:

Signature:.....

Date:

Reviewed by

Program Manager:

Signature:.....

Date:

Approved by

Manager, Arts Development:

Signature:.....

Date:

ACT GOVERNMENT

Annual Acquittal Reporting

Your acquittal report must include:

- **A signed 'Statement of Acquittal of Grant' form**

- **Artistic Appraisal and Performance Report**

The artistic report provides comprehensive information about the Community Outreach Program demonstrating the achievements in both qualitative and quantitative terms, within the context of the ACT Government's arts policies. The Report should also address any parts of the Program that were not met and any challenges faced by the organisation. The report should also discuss your organisation's position in the arts landscape to ensure ongoing creative development and contribution to the ACT.

- **An Income and Expenditure Report**

The report must clearly and separately identify the core operational ACT Government funding to your organisation, and any other income and expenses incurred with respect to the Community Outreach Program for the calendar year of funding. The report must be signed by a qualified accountant.

- **Statistical Report**

The Statistical Report provides information on audience numbers, membership numbers, exhibitions held, workshops held, artists employed and other important statistical data (form at **Attachment 1**).

- **Relevant support material**

Support material must be relevant to the acquittal and include critical reviews and editorial write-ups, together with a small sample of materials produced. Material may be submitted electronically or in hard copy. Support material may be returned after viewing.

You are invited to provide any comments on the fund administration or reporting requirements to ensure that the acquittal process is mutually beneficial to both the ACT Government and your organisation.

Please send your acquittal information to:

Postal Address

artsACT
Community Services Directorate
GPO Box 158
CANBERRA ACT 2601

Office Address

artsACT
Community Services Directorate
Level 4, Nara House
1 Constitution Ave,
CANBERRA CITY ACT 2601



ACT GOVERNMENT

Revised Program and Budget



RECIPIENT INFORMATION

Contact Person

TITLE (MR, MS ETC)

SURNAME

OTHER NAME(S)

Organisation

POSTAL ADDRESS

POSTCODE

RESIDENTIAL/STREET ADDRESS

POSTCODE

PHONE

E-MAIL

BH

AH

MOB

OFFICIAL HEAD OF INCORPORATED ORGANISATION

TITLE (MR, MS ETC)

SURNAME

OTHER NAME(S)

POSITION

PHONE

FAX

BH

LEGAL CERTIFICATION

I/WE, THE PERSON(S) MAKING THIS STATEMENT, CERTIFY THAT, TO THE BEST OF MY/OUR KNOWLEDGE AND BELIEF, THE ATTACHED REVISED PROGRAM AND BUDGET REPORTS ARE TRUE AND FAIR.

NAME OF HEAD OF ORGANISATION

SIGNATURE OF HEAD OF ORGANISATION AND DATE

INFORMATION REQUIREMENTS

Your organisation is required to submit a detailed revised program and budget report by 30 April each year. This document provides important information about your program of activities and budget for the following financial year. The report is also intended for your organisation to review its position in the arts landscape and ensure ongoing creative development and contribution to the ACT (in the context of the ACT Government's arts policies). The ACT Government's funding to your organisation cannot be released unless all the requested material is submitted on time and to the standard required. Organisations should note that revised program and budgets will take four weeks to assess and any delays in providing the requested material may delay funding instalments.

For more information or guidance on the acquittal process, please contact artsACT on 6207 2384

OFFICE USE ONLY

DATABASE UPDATED:

DATE

DATE RECEIVED:

ASSESSED BY
PROGRAM OFFICER:

SIGNATURE:.....

DATE:

REVIEWED BY
PROGRAM MANAGER:

SIGNATURE:.....

DATE

APPROVED BY
MANAGER, ARTS DEVELOPMENT:

SIGNATURE:.....

DATE:

ACT GOVERNMENT

Revised Program and Budget Report

The University is required to submit a Revised Program and Budget Report by **31 October** each year of the funding agreement (except 31 October 2014). This document provides important information about your organisation's proposed program of activity and associated budget for the following financial year.

The instalments of the funding agreement due on **10 January** cannot be released until the Revised Program and Budget Report has been accepted by artsACT. This process normally takes 4-5 weeks after receipt of the Report. Late Reports will delay the release of the instalment.

The Report provides an opportunity for your organisation to revisit and update its Business Plan, and revise its Program and Budget accordingly. Any changes to the Business Plan must be agreed by artsACT. It is also intended that the Report will assist your organisation to review its position in the arts landscape of the ACT and ensure ongoing creative development and contribution to the ACT.

The Report must include a detailed explanation of the Program and Budget, and must describe any material changes to the Program and Budget (or to the Business Plan) and the impact of those changes, from the original Business Plan submitted. artsACT may contact your organisation to discuss the Revised Program and Budget. Any significant changes to the Business Plan needs to be agreed by artsACT. The Report also provides an opportunity for artsACT to consider any significant clashes with the activities of ACT Key Arts Organisations.

Deficit budgets will not be accepted unless supported by adequate reserves, and a clear rationale to use the reserves for a specific purpose.

The Report also provides an opportunity to update artsACT on your organisation's key staff and any changes to them. Please provide a brief CV the key staff. Staff Boards must have appropriate skills to meet the objectives of the business plan.

If you have any queries regarding the Report or process, please contact artsACT on 6207 2384.

Please send your Revised Program and Budget Report to:

Postal Address

artsACT
Chief Minister's Department
GPO Box 158
CANBERRA ACT 2601

Office Address

artsACT
Chief Minister's Department
Level 4, Canberra Nara Centre
1 Constitution Avenue
CANBERRA ACT 2601