



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.		
Date of Application		
Date of Decision		
Processing time (in working days)		
Fees		
Decision on Access		
Information Requested (summary)		
Publication Details		
Original application	Published	N/A
Decision notice	Published	N/A
Documents and schedule	Published	N/A
Decision made by Ombudsman		
Additional information identified by Ombudsman		
Decision made by ACAT		
Additional information identified by ACAT		

From: no-reply@act.gov.au
To: [CMTEDD FOI](#)
Subject: Freedom of Information request
Date: Tuesday, 30 January 2024 8:40:37 PM

Caution: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. [Learn why this is important](#)

Please find online enquiry details below. Please ensure this enquiry is responded to within fourteen working days.

Your details

All fields are optional, however an email address OR full postal address must be provided for us to process your request. An email address and telephone contact number will assist us to contact you quickly if we need to discuss your request.

Title:
First Name:
Last Name:
Business/Organisation:
Address:
Suburb:
Postcode:
State/Territory:
Phone/mobile:
Email address:

A large grey rectangular area redacting the user's personal details, covering the fields for Title, First Name, Last Name, Business/Organisation, Address, Suburb, Postcode, State/Territory, Phone/mobile, and Email address.

Request for information

(Please provide as much detail as possible, for example subject matter and relevant dates, and also provide details of documents that you are not interested in.)

Under the Freedom of Information Act 2016 I want to access the following document/s (*required field):

As part of the ARTSAct 'Arts Centre Investment - Up to Five-Year Funding' there is an agreement between ArtsACT and The Canberra Glassworks for \$850,000. I am seeking access to the Memorandum of Understanding, or the Deed of Agreement between ARTSAct and The Canberra Glassworks, or whichever other document constitutes the source of truth detailing how The Canberra Glassworks can spend this money.

I do not want to access the following documents in relation to my request::

Thank you.
Freedom of Information Coordinator



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 30 January 2024.

Specifically, you have sought access to the following information:

“As part of the ARTSAct 'Arts Centre Investment - Up to Five-Year Funding' there is an agreement between ArtsACT and The Canberra Glassworks for \$850,000. I am seeking access to the Memorandum of Understanding, or the Deed of Agreement between ARTSAct and The Canberra Glassworks, or whichever other document constitutes the source of truth detailing how The Canberra Glassworks can spend this money.”

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. Therefore, a decision is due by **13 March 2024**.

Decision on access

Searches of CMTEDD records have identified one document within the scope of your request.

I have decided to grant **partial access** to the document being released.

Release of documents

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

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;
- third party views;

- *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.

I have determined there are no Schedule 1 factors relevant to this information.

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.

Taking into consideration the information contained in the documents found to be within the scope of your request, I have identified that the following public interest factors are relevant to determine if release of the information contained within these documents is within the ‘public interest’.

Factors favouring disclosure (Section 2.1)

- *Section 2.1(a)(i) - promote open discussion of public affairs and enhance the government’s accountability.*
- *Section 2.1(a)(iv) - ensure effective oversight of expenditure of public funds.*

I have placed substantial weight on the above factors favouring disclosure. The release of this information can reasonably be expected to outline how public funds have been spent and enhance accountability regarding government funding decisions concerning ArtsACT and Canberra Glassworks.

I am satisfied that these factors favouring disclosure carry some weight. However, these factors are to be balanced against the 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.*

Having reviewed the documents, release of information concerning individuals working within the ACT Public Service is generally not considered to prejudice the protection of an individual’s right to privacy. However, where personal information such as a signature is not publicly accessible, this information has been redacted, as it is for the other

individuals who counter-signed the document, as it could or would reasonably be expected to prejudice their right to privacy under the *Human Rights Act 2004*.

Having applied the test outlined in section 17 of the Act and deciding that release of personal 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 not applicable for this request because the number of pages released to you is below the charging threshold of 50.

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:

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:

ACT Civil and Administrative Tribunal
GPO Box 370
CANBERRA 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 Information Access Team by telephone on 6207 7754 or email CMTEDDFOI@act.gov.au.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'K Stuart'.

Katharine Stuart

Information Officer

Chief Minister, Treasury and Economic Development Directorate

20 February 2024



ACT
Government

DEED OF GRANT

Dated

13 DECEMBER 2022 (artsACT to date)

Parties

AUSTRALIAN CAPITAL TERRITORY

CANBERRA GLASSWORKS LTD

ABN: 22 120 881 898

Postal Address: PO Box 4627

Kingston ACT 2604

**ACT ARTS ORGANISATION
INVESTMENT FUNDING**

Prepared by

artsACT
Chief Minister, Treasury, and Economic Development
Directorate
220 London Circuit
CANBERRA ACT 2601

Ref: ACI00922 (Original application)

Version

October 2014

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

Canberra Glassworks Ltd. ABN: 22 120 881 898 of PO Box 4627, Kingston ACT 2604 (**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	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	the activity described in Schedule 2 .
Grant	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	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, including for the purpose of clauses 6 and 7 (whether in draft or final form), and stored by any means.
Grant Period	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 *A New Tax System (Goods and Services Tax) Act 1999 (Cth).*

- 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 subsections 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 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

any provision set out in **Schedule 3**.

Territory

when used:

- (1) in a geographical sense, the Australian Capital Territory; and
- (2) in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

1.2 General

In this Deed, unless a contrary intention is expressed:

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

2. 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

4.1 Separately account for Grant

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

4.2 Bank account

If required under **Item 7 Schedule 1**, 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,and
- (2) not cause or allow any funds other than the Grant to be deposited into that account.

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 required under **Item 8 Schedule 1**, or as otherwise requested by the Territory, a draft of that material at least 10 days prior to publishing or printing;
 - (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 Grant Material including to supply, reproduce, publish, perform, communicate, broadcast, adapt and copy the Grant Material.

10. Insurance and Indemnity

10.1 Recipient's insurance

The Recipient must effect and maintain for the Term all insurance coverage required to be effected by it by law, and insurance of the types and in amounts not less than the amounts (if any) specified by **Item 4 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.

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 Default

The Territory 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 timely manner, having regard to any timeframes specified in this Deed; or
- (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 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 12**;
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 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, 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

- (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 mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this **clause 13** will prejudice the rights of either party to institute proceedings to enforce this 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 notify the Territory of any proposed change to the Funded Activity, including:

- (1) the Funded Activity, its objectives, outcomes or work programs;
or
- (2) 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.

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

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.

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 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.

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 2023 to 31 December 2027.

Item 2. Grant
See clauses 1.1 and 2.1

- (1) Grant: \$850,000 (GST exclusive) per year, plus CPI from 2024 if available and to be determined by the Territory.
- (2) The Grant is payable by instalments. Invoices may only be rendered in accordance with the following.

Amount	When Invoice may be rendered
\$425,000	31 January 2023 Conditional on execution of this Deed of Grant.
\$425,000	31 July 2023 Conditional on acceptance of a 2022 acquittal (KAO-202215)
\$425,000	31 January 2024 Conditional on acceptance of a Revised Program and Budget for 2024, due 31 October 2023.
\$425,000	31 July 2024 Conditional on acceptance of a 2023 acquittal, due 30 April 2024.
\$425,000	31 January 2025 Conditional on acceptance of a Revised Program and Budget for 2025, due 31 October 2024.
\$425,000	31 July 2025 Conditional on acceptance of a 2024 acquittal, due 30 April 2025.
\$425,000	31 January 2026 Conditional on acceptance of a Revised Program and Budget for 2026, due 31 October 2025.
\$425,000	31 July 2026 Conditional on acceptance of a 2025 acquittal, due 30 April 2026.

\$425,000	31 January 2027 Conditional on acceptance of a Revised Program and Budget for 2027, due 31 October 2026.
\$425,000	31 July 2027 Conditional on acceptance of a 2026 acquittal, due 30 April 2027.

- (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 Reporting and
3. Acquittal**
See clause 7

- (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 completed and certified Statement of Acquittal of Grant, including:
- an evaluation statement; in the format provided to you;
 - quantitative data relating to your program in the format provided to you;
 - supportive documentation from your program; and
 - audited financial statement that are signed by a qualified accountant who is:
 - a member of the Australian Society of Accountants or the Institute of Chartered Accountants; and
 - not a member or an employee of the Recipient.
- (2) The Recipient must provide a Revised Program and Budget Report by 31 October in each year of the Grant Period; in the format provided to you.
- (3) The Recipient will meet with the Territory twice each year to: agree on Key Performance Indicators (KPIs) for the following year, and; discuss progress towards the organisation's strategic plan.

Item 4. Other insurance requirements

See clause 10.1

(1) Public Liability Insurance: Public Liability Insurance: \$20 million (in the annual aggregate).

(2) Other Insurance: Professional Indemnity Insurance: in circumstances where the Recipient is providing professional advice, information or service to others, the Recipient should consider the need for professional indemnity insurance.

Item 5. Contact Officers

See clauses 1.1 and 15.8CEO

For the Territory:

Robert Piani
Director, Arts Programs
artsACT
Chief Minister, Treasury and Economic
Development Directorate
220 London Circuit, Canberra ACT 2601

For the Recipient:

Elizabeth Rogers
Chief Executive Officer
Canberra Glassworks Limited
PO Box 4627, Kingston ACT 2604

Item 6. Form of 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 stationery 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.

Appropriate acknowledgement is to use the words "Supported by" in conjunction with the ACT Government logo, unless otherwise specified by artsACT. 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 on the logos or acknowledgement requirements contact artsACT on 02 6207 2384 or visit www.arts.act.gov.au/funding/logos-and-branding

- Item 7. Separate Account** *See clause 4.2* A separate account for the Grant is not required, however the Grant amount must be clearly and separately identified in the Recipient's audited financial statements.
- Item 8. Provision of Drafts** *See clause 8.2* For the purposes of **clause 8.2** drafts are not required to be provided unless the Territory notifies the Recipient otherwise.

SCHEDULE 2

THE FUNDED ACTIVITY

To support the Recipient's operational costs and costs for delivery of the activities consistent with the ACT Arts Organisation Investment Framework and Guidelines, as per the original application (AC100922) and reports specified in Schedule 1 as approved by arts ACT, being for: Art Centre Investment Funding to manage the Canberra Glassworks and deliver programs and services for the creation and exhibition of studio glass.

Key Performance Indicators (KPIs) for these activities are as follows:

	Indicator (outcome sought)	Program/Activity (how it will be achieved)	Metric (annual target)
1	Increased collaboration with artists, other arts organisations and other businesses.	Delivery of collaborations including through residencies, work with arts organisations and with commissioning business organisations.	At least one collaborative activity with another arts organisation and one collaborative activity with a business is delivered annually.
2	Improved access to and diversity of participation in arts and creation of an environment that is inclusive to all.	Delivery of programs with First Nations communities, people with a disability, LGBTIQ+, CALD communities and youth.	At least one activity delivered annually targeting diverse participants and/or audience.
3	Improved skills development and pathways for artists to develop and increase their capacity and capability.	Delivery of professional development and career opportunities, including through residencies and mentorships for graduates and artists exchange programs.	At least one professional development activity delivered annually.
4	Long-term growth in creativity and innovation, including strengthening collectives, groups and communities of artists and creatives to enable creative practice.	Delivery of support services for resident artists and organisations, including through exhibition and artist residency programs.	Support provided to at least 5 artists, organisations and studios to work collectively.
5	Increased own-source revenue and revenue from a range of other government, non-government and private sector sources.	Pursuit of additional grants income sources and sponsorship revenue, including through the Australia Council, retail outlet and sponsorship.	At least 2% growth per year in own-source and non-government income.
6	Increased visibility of the arts in Canberra and growing audience and new markets.	Marketing of programs and activities, including through email, media and social media.	At least 2% growth in email and social media reach per year.
7	Art centre infrastructure is managed to facilitate arts, culture and creativity.	Effective and efficient management of the Canberra Glassworks facility.	At least 80% occupancy of residency and hire opportunities.
8	Strengthened governance, organisational capacity and resilience.	Maintenance of appropriate staffing levels, strategic planning and sound governance.	<ul style="list-style-type: none"> - Board reflects diversity and has a membership of a minimum of 50% women and an appropriate skill mix. - Financial statements reflect sound financial management. - Board reports satisfaction with staffing, strategic planning and administration of the organisation.

9	Increased satisfaction of audiences and participants.	Participants and audiences report satisfaction with activities supported by artsACT funding.	80% satisfied or very satisfied rating in audience and participant satisfaction surveys reported to artsACT (30 June).
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SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

1. Clause 9.2 is deleted and replaced with the following:

9.2 Licence to Territory

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:

- (1) the purposes of the Territory performing its administrative functions with respect to the Deed, the Grant, the Grant Material or the Recipient; and
- (2) any other purpose approved by the Recipient in writing, provided that the Recipient may not unreasonably withhold that approval.

2. The Recipient will abide by the ACT Arts Organisation Investment Funding Guidelines, which are available on the artsACT website and are reviewed and updated annually, particularly noting that board members cannot be employed or contracted by the organisation, and board or staff should avoid being a material part of the activities of the organisation.

3. The Recipient will undertake action to strengthen cultural competency of its organisation through staff undertaking the Core Cultural Learning: Aboriginal and Torres Strait Islander Australia (Core) online foundation course by 30 June 2023.

SIGNED AS A DEED ON 13 DECEMBER 2022 (artsACT to date)

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

Sch 2.2(a)(ii)

Signature of Territory delegate

Sch 2.2(a)(ii)

Signature of witness

CAROLINE FULTON

Print name

Laurine Kelson

Print name

SIGNED for and on behalf of)
CANBERRA GLASSWORKS)
LIMITED, ABN: 22 120 881 898 in the)

Sch 2.2(a)(ii)

Signature of authorised officer

Sch 2.2(a)(ii)

Signature of witness

Gary Lake Chair

Print name and position

Sch 2.2(a)(ii)

Signature of second authorised officer

PETER WILKINSON

Print name

ELIZABETH ROBERTS CEO

Print name and position

Allix common seal
if required under
constitution

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.

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

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.