



ACT
Government

Chief Minister, Treasury and
Economic Development

Freedom of Information Publication Coversheet

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

FOI Reference: CMTEDDFOI 2021-361

Information to be published	Status
1. Access application	Published
2. Decision notice	Published
3. Documents and schedule	Published
4. Additional information identified	No
5. Fees	N/A
6. Processing time (in working days)	35
7. Decision made by Ombudsman	N/A
8. Additional information identified by Ombudsman	N/A
9. Decision made by ACAT	N/A
10. Additional information identified by ACAT	N/A

From: no-reply@act.gov.au
To: [CMTEDD FOI](#)
Subject: Freedom of Information request
Date: Monday, 13 December 2021 3:39:56 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.

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:



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):

I would like to gain access to the following documents regarding The Street Theatre t/a The StageMaster Inc (ABN 13 120 663 736): - An itemised list of grants/funding provided by the ACT Government to this organisation from the 1st of July 2015 to the 13th of December, 2021 inclusive of both dates. - An itemised expenses report particularly as it pertains to props/costumes purchased by the organisation with ACT Government funds/grants from the 1st of July 2015 to the 13th of December, 2021 inclusive of both dates. - If applicable, an itemised list of any props/costumes/artwork bequeathed by the ACT Government to the organisation from the 1st of July 2010 to the 13th of December, 2021 inclusive of both dates.

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

Thank you.
Freedom of Information Coordinator



ACT
Government

Chief Minister, Treasury and
Economic Development

Our ref: CMTEDDFOI 2021-361



FREEDOM OF INFORMATION REQUEST

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 13 December 2021, in which you sought access to:

Documents regarding The Street Theatre t/a The StageMaster Inc (ABN 13 120 663 736):

- An itemised list of grants/funding provided by the ACT Government to this organisation from the 1st of July 2015 to the 13th of December, 2021 inclusive of both dates.
- An itemised expenses report particularly as it pertains to props/costumes purchased by the organisation with ACT Government funds/grants from the 1st of July 2015 to the 13th of December, 2021 inclusive of both dates.
- If applicable, an itemised list of any props/costumes/artwork bequeathed by the ACT Government to the organisation from the 1st of July 2010 to the 13th of December, 2021 inclusive of both dates.

Authority

As an appointed Information Officer under section 18 of the Act, I am authorised to make a decision on access or amendment to government information in the possession or control of CMTEDD.

Timeframes

In accordance with section 40 of the Act, CMTEDD was required to provide a decision on your access application by 13 January 2022 however, following third party consultations, the due date is now 4 February 2022.

Decision on access

Searches were completed for relevant documents and four documents were identified that fall within the scope of your request.

I have included as **Attachment A** to this decision the schedule of relevant documents. This provides a description of the documents that fall within the scope of your request and the access decision for those documents.

I have decided to grant partial access to the four documents as I consider them to contain information that would, on balance, be contrary to the public interest to disclose under the test set out in section 17 of the Act.

My access decisions are detailed further in the following statement of reasons and the documents released to you are provided as **Attachment B** to this letter.

In accordance with section 54(2) of the Act a statement of reasons outlining my decisions is below.

Statement of Reasons

In reaching my access decisions, I have taken the following into account:

- the Act;
- the content of the documents that fall within the scope of your request; and
- the *Human Rights Act 2004*.

Exemption claimed

My reasons for deciding not to grant full access to the identified documents are as follows:

Information that would, on balance, be contrary to the public interest to disclose under the test set out in section 17 of the Act

Public Interest

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 non-disclosure.

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.

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 the documents is within the ‘public interest’.

Factors favouring disclosure in the public interest:

- (a) *disclosure of the information could reasonably be expected to do any of the following:*
- (i) *promote open discussion of public affairs and enhance the government’s accountability.*

The release of this information may possibly help to create positive and informed discussions and enhance the government’s accountability. I consider that disclosing the contents of the information sought could reasonably contribute to discussion of public

affairs, especially the ongoing support the ACT Government has shown for the vibrant arts scene in Canberra.

I am satisfied that this is a relevant consideration favouring disclosure in this case, and in the interests of enhancing open discussion, I afford it significant weight.

Factors favouring nondisclosure in the public interest:

(a) disclosure of the information could reasonably be expected to do any of the following:

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

I consider that the protection of an individual's right to privacy, especially in the course of dealings with the ACT Government is a significant factor as the parties involved have provided their personal contact information for the purposes of working with the ACT Government.

I have considered the information and in my opinion the protection of these individuals' personal details (such as personal signatures which are not publicly available) outweighs the benefit which may be derived from releasing them. I consider that these individuals are entitled to expect that the personal information they have supplied as part of this process to the ACT Government will be dealt with in a manner that protects their privacy.

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 to be released to you is below the charging threshold of 50 pages.

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, my decision and documents released to you in response to your access application will be published on the CMTEDD disclosure log three days after the date of my decision. Your personal contact details will not be published.

You may view CMTEDD disclosure log at <https://www.cmtedd.act.gov.au/functions/foi>.

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 published in CMTEDD disclosure log, 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
Level 4, 1 Moore St
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 me by telephone on 6207 7754 or email CMTEDDFOI@act.gov.au.

Yours sincerely,



Katharine Stuart
Information Officer
Information Access Team
Chief Minister, Treasury and Economic Development Directorate
4 February 2022



ACT
Government

Chief Minister, Treasury and
Economic Development

FREEDOM OF INFORMATION REQUEST SCHEDULE

WHAT ARE THE PARAMETERS OF THE REQUEST	Reference NO.
<p>Documents regarding The Street Theatre t/a The StageMaster Inc (ABN 13 120 663 736):</p> <ul style="list-style-type: none">An itemised list of grants/funding provided by the ACT Government to this organisation from the 1st of July 2015 to the 13th of December, 2021 inclusive of both dates.An itemised expenses report particularly as it pertains to props/costumes purchased by the organisation with ACT Government funds/grants from the 1st of July 2015 to the 13th of December, 2021 inclusive of both dates.If applicable, an itemised list of any props/costumes/artwork bequeathed by the ACT Government to the organisation from the 1st of July 2010 to the 13th of December, 2021 inclusive of both dates.	CMTEDDFOI 2021-361

Ref No	Page number	Description	Date	Status	Reason for Exemption	Online Release Status
1	1-3	Executed Deed 2022	5 Nov 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
2	4-6	Executed Deed variation 2021	17 Jan 2019	Partial release	Sch 2 s2.2 (a)(ii)	Yes
3	7	Street ext 2018	26 Oct 2017	Partial release	Sch 2 s2.2 (a)(ii)	Yes
4	8-28	Stagemaster Inc signed Deed 2013-2017	15 Jan 2014	Partial release	Sch 2 s2.2 (a)(ii)	Yes
Total No of Docs						
4						

Mark Craswell
 President
 The Stagemaster Inc
 GPO Box 3138
 CANBERRA ACT 2601

Contract Name:	Deed of Grant: Key Arts Organisation funding
Contract Number:	2013

AGREEMENT TO VARY CONTRACT

Dear Mark Craswell

I am writing in relation to the Deed of Grant (Deed) between the AUSTRALIAN CAPITAL TERRITORY, represented by Chief Minister, Treasury and Economic Development Directorate (Territory) and The Stagemaster Inc ABN: 13 120 663 736, dated 15 January 2014.

Clause 14.2 of the Contract allows the parties to vary the Contract by agreement in writing prior to expiration of the Contract. The Territory proposes to vary the Contract, with the variation taking effect from the execution date of this letter.

The variation is proposed as your current Deed of Grant expires on 31 December 2018, and the Government has agreed to extend your Key Arts Organisation funding until to 31 December 2022. The variation is as set out below.

Variation/s:

Schedule 1

- | | | | |
|-----|-----------------------|--|--|
| (1) | Item 1 | GRANT PERIOD is deleted and replaced with the following: | |
| | Item 1 | GRANT PERIOD | The Commencement Date is 1 January 2013
The Term of this contract is until 31 December 2022. |
| (2) | Item 2

Item 2 | GRANT is deleted and replaced with the following: | |
| | | GRANT | |
| | | 1) | Total Grant: \$8,585,406 (plus CPI on the 31 July 2022 instalment if available and to be determined by the Territory). |
| | | 2) | Grant Category: Key Arts Organisation |
| | | 3) | The Grant is payable by instalments. Invoices may only be rendered in accordance with the following. |

Amount	When Invoice may be rendered
\$7,704,250	1 January 2013 to 31 December 2021 Paid
\$440,578	31 January 2022 Condition: Acceptance of revised Program and Budget for 2022 due 31 October 2021
\$440,578	31 July 2022 (plus CPI if available and determined by artsACT) Condition: Acceptance of a 2021 acquittal due by 30 April 2022

In order for these amendments to take effect, please indicate your agreement by signing and returning the attachment to this letter to the Territory by **31 October 2021**. Please also note that the Territory will date the attachment. Upon executing the letter, the Territory will return a fully executed copy to you.

If you have any queries in relation to this variation, please contact Jenny Spear, Assistant Director, Arts Programs on 6205 0589.

Yours sincerely

Schedule 2.2(a)(ii)

Morgan Campbell
A/g Executive Branch Manager
artsACT

23 September 2021

The Recipient agrees to the variation/s described in this letter

Schedule 2.2(a)(ii)

SIGNED for and on the behalf of
The Stagemaster Inc, ABN: 13 120 663 736

Signature of _____ officer

CAROLINE STALEY

Print name

in the presence of:

Schedule 2.2(a)(ii)

r/secretary/witness

JAMES TIGHE

Print name

Schedule 2.2(a)(ii)

Signature of second authorised officer*

Dean Ellis - Executive Producer

Print name and position

SIGNED AS DEED ON 5/11/21 (to be dated by the Territory)

SIGNED for on behalf of the
AUSTRALIAN CAPITAL TERRITORY

Schedule 2.2(a)(ii)

Signature of territory delegate

in the presence of:

MARGARET CHAPPELL

Print name

Schedule 2.2(a)(ii)

Signature of witness

Nick Cristofani - Wyle

Print name

21/12/2018

Mr Colin Neave OAM
 President
 The Stagemaster Inc
 GPO Box 3138
 CANBERRA ACT 2601

Contract Name:	Deed of Grant: Key Arts Organisation funding
Contract Number:	2013

AGREEMENT TO VARY CONTRACT

Dear Mr Neave

I am writing in relation to the Deed of Grant (Deed) between the AUSTRALIAN CAPITAL TERRITORY, represented by Chief Minister, Treasury and Economic Development Directorate (Territory) and The Stagemaster Inc ABN: 13 120 663 736, dated 15 January 2014.

Clause 14.2 of the Contract allows the parties to vary the Contract by agreement in writing prior to expiration of the Contract. The Territory proposes to vary the Contract, with the variation taking effect from the execution date of this letter.

The variation is proposed as your current Deed of Grant expires on 31 December 2018, and the Government has agreed to extend your Key Arts Organisation funding until to 31 December 2021. The variation is as set out below.

Variation/s:

Schedule 1

- (1) Item 1 GRANT PERIOD is deleted and replaced with the following:
- Item 1 GRANT PERIOD The Commencement Date is 1 January 2013
 The Term of this contract is until 31 December 2021.
- (2) Item 2 GRANT is deleted and replaced with the following:
- Item 2 GRANT
- 1) Total Grant: \$7,630,537 (plus CPI in the out years 2019-2021 if available and to be determined by the Territory each year).
 - 2) Grant Category: Key Arts Organisation
 - 3) The Grant is payable by instalments. Invoices may only be rendered in accordance with the following.

Amount	When Invoice may be rendered
\$5,127,259	1 January 2013 to 31 December 2018 (paid)
\$417,213	31 January 2019 Condition: Acceptance of revised Program and Budget for 2019 due 14 December 2018
\$417,213	31 July 2019 (plus CPI if available and determined by artsACT) Condition: Acceptance of a 2018 acquittal due 30 April 2019
\$417,213	31 January 2020 (plus CPI if available and determined by artsACT) Condition: Acceptance of revised Program and Budget for 2020 due 31 October 2019
\$417,213	31 July 2020 (plus CPI if available and determined by artsACT) Condition: Acceptance of a 2019 acquittal due 30 April 2020
\$417,213	31 January 2021 (plus CPI if available and determined by artsACT) Condition: Acceptance of revised Program and Budget for 2021 due 31 October 2020
\$417,213	31 July 2021 (plus CPI if available and determined by artsACT) Condition: Acceptance of a 2020 acquittal due by 30 April 2021

Schedule 2

(1) THE FUNDED ACTIVITY is deleted and replaced with the following

THE FUNDED ACTIVITY

THE FUNDED ACTIVITY: to assist with annual program operating costs.

As per original application, revised Program and Budgets, and required reports, as approved by artsACT.

In order for these amendments to take effect, please indicate your agreement by signing and returning the attachment to this letter to the Territory by **21 January 2019**. Please also note that the Territory will date the attachment. Upon executing the letter, the Territory will return a fully executed copy to you.

If you have any queries in relation to this variation, please contact Jenny Spear, Program Manager, Key Arts Organisations on 6205 0589.

Yours sincerely

Schedule 2.2(a)(ii)

Sam Tyler
Director
artsACT

21 December 2018

The Recipient agrees to the variation/s described in this letter:

SIGNED for and on the behalf of
The Stagemaster Inc, ABN: 13 120 663 736

Signature of authorised officer

CAROLINE STACEY

Print name

in the presence of:

Schedule 2.2(a)(ii)

Signature of director/secretary/witness

Signature of second authorised officer*

Roxanne Bigwood

Print name

DEAN ELLIS

Print name and position

SIGNED AS DEED ON 17 January 2019 (to be dated by the Territory)

SIGNED for on behalf of the
AUSTRALIAN CAPITAL TERRITORY

in the presence of:

Schedule 2.2(a)(ii)

Signature of witness

Robert Piani

Print name

Schedule 2.2(a)(ii)

Signature of delegate

Samantha Tyler

Print name

Buying Goods and Services

\$408,032	31 January 2018 Condition: Acceptance of a Revised Program and Budget for 2018 due 31 October 2017.
\$408,032	31 July 2018 (plus CPI if available and determined by artsACT) Condition: Acceptance of 2017 grant acquittal due 30 April 2018.

Schedule 2

- (1) THE FUNDED ACTIVITY is deleted and replaced with the following

THE FUNDED ACTIVITY

To assist with annual program operating costs for the Grant Period.

As per original application and required reports specified in Schedule 1, as approved by artsACT.

In order for these amendments to take effect, please indicate your agreement by signing and returning the attachment to this letter to the Territory by 10 November 2017.

Upon executing the letter, the Territory will return a fully executed copy to you.

Please note that there will be no legally enforceable change in relationship between the parties or additional payments made until the execution of this letter by a duly authorised officer of the Territory. Please also note that the Territory will date the attachment.

If you have any queries in relation to this variation, please contact Robert Piani, Manager, Arts Support on 6207 2381.

Yours sincerely

Schedule 2.2(a)(ii)

Signature
Director
artsACT

26 October 2017



ACT
Government

DEED OF GRANT

Dated

15/1/14 2013

Parties

**AUSTRALIAN CAPITAL TERRITORY
ABN 82 049 056 234**

**THE STAGEMASTER INCORPORATED
(TRADING AS THE STREET THEATRE)
ABN 13 120 663 736**

Prepared by

**ACT ARTS FUND
KEY ARTS ORGANISATION FUNDING
FOR THE STREET THEATRE**

artsACT
Community Services Directorate
Level 4, Canberra Nara Centre, 1 Constitution Avenue,
Canberra ACT 2601
Ph: 02 6207 2381
Fax: 02 6207 2386
Ref: Street 2013

Version

Draft 18/12/2013

CONTENTS

1.	Interpretation	2
2.	Payment and Use of Grant.....	4
3.	Grant Period.....	4
4.	Separate accounting for Grant	4
5.	GST.....	5
6.	Records.....	5
7.	Reporting of progress and expenditure	6
8.	Acknowledgement of Funding	6
9.	Intellectual Property Rights	7
10.	Insurance and Indemnity	7
11.	Termination of Grant	7
12.	Refund of Grant.....	8
13.	Dispute Resolution	9
14.	Variation	9
15.	General	10
	SCHEDULE 1	12
	SCHEDULE 2	16
	SCHEDULE 3	17
1.	Intellectual Property Rights	17
2.	Business Plan	17
3.	Old Deed Set Aside.....	17
4.	Sustainability	18
5.	Grant Subject to CPI Adjustments.....	18
	ANNEXURE A.....	20

PARTIES: **AUSTRALIAN CAPITAL TERRITORY ABN 82 049 056 234**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by artsACT of the Community Services Directorate.

THE STAGEMASTER INCORPORATED (TRADING AS THE STREET THEATRE) ABN 13 120 663 736 of GPO Box 3138 Canberra ACT 2601 (**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) 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).

(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

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 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. 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, including on the Recipient's website.

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 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 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

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.

SmartyGrants; and

- (b) by 30 April in each year, an audit certificate or audited financial statement that is signed by a qualified accountant who is:
 - (i) a member of the Australian Society of Accountants or the Institute of Chartered Accountants; and
 - (ii) not a member or an employee of the Recipient; and
- (c) by 31 October in each year, a Revised Program and Budget in the form required by the Territory which at the date of this Deed is the relevant form accessed via the online reporting system known as SmartyGrants.

- (2) Without limiting any other obligation of the Recipient, the Territory may request at any time during the Grant Period an activity report in a form prescribed by the Territory on the progress of the Funded Activity and the Recipient must provide the 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) Other Insurance:

In circumstances where, as part of the Funded Activity, the Recipient is providing professional advice or information to others, proof of professional indemnity insurance may be required. The ACT Insurance Authority is available to advise the Recipient on This requirement.

Item 5. Contact Officers

See clauses 1.1 and 15.8

For the Territory:

Manager, Arts Support
artsACT
Level 4, Canberra Nara Centre
1 Constitution Avenue

CIVIC ACT 2602
Facsimile: 02 6207 2386

For the Recipient:
Chief Executive Officer
The Street Theatre
15 Childers Street
Canberra City ACT 2601
Facsimile: 02 6247 3808

**Item 6. Form of
Acknowledgement**
See clause 8.1

The words “Supported by the ACT Government” and “The Street Theatre is an ACT Government arts facility” together with ACT Government logo as found on the artsACT website under the heading “How to Acknowledge ACT Government Support”.

The logo is available in TIF, JPG or EPS formats.

The size of the acknowledgment, particularly the logo, is to be proportionate to the amount of the Grant compared to any funding the Recipient receives from sources other than the Territory.

Evidence of compliance with this requirement is required in the Statement of Acquittal of Grant (refer Item 3 of this Schedule) and will be taken into consideration as part of the assessment of any future grant application.

If you require further clarification of these acknowledgement requirements please contact artsACT on 6207 2384.

SCHEDULE 2

THE FUNDED ACTIVITY

To assist with the costs of delivering an annual program of activities and managing The Street Theatre from 2013 to 2017 inclusive in accordance with the Deed.

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

1. Intellectual Property Rights

Clauses 9.2 and 9.3 are 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 to:

- (1) perform all of the Territory's administrative functions with respect to the Deed and the Grant; and
- (2) any other purpose approved by the Recipient in writing, such approval not to be unreasonably withheld.

2. Business Plan

The Recipient must:

- (1) undertake the Funded Activity in accordance with the Business Plan ('The Street Theatre Cultural Enterprise Plan F2013-F2017') attached to this Deed as **Annexure A**;
- (2) make any changes to the Business Plan from time to time as reasonably required by the Territory; and
- (3) only make changes to the Business Plan with the prior written consent of the Territory.

3. Old Deed Set Aside

- (1) The deed of grant between the parties dated 19 December 2008 (**Old Deed**) is hereby set aside and each party releases the other of all the other party's obligations under the Old Deed from the commencement date of the Grant Period under this Deed (**Commencement Date**).
- (2) If, on or after the Commencement Date, any amount of the grant payable under the Old Deed is paid to the Recipient, the Territory may set off that amount against the Grant payable under this Deed.
- (3) If, on or after the Commencement Date, any amount of the grant payable under the Old Deed remains owing to the Recipient, the Territory must pay that amount in addition to the Grant payable under this Deed as soon as practicable after the parties enter into this Deed.

4. Sustainability

In undertaking its reporting requirements, the Recipient must demonstrate organisational sustainability through financial and human resource management to the reasonable satisfaction of the Territory, provided that the Recipient is not required to comply with the obligations under this clause 4 if they will result in material costs or material administrative burdens for the Recipient, or detrimentally affect the Recipient's rights under this Deed.

5. Grant Subject to CPI Adjustments

The Grant will be adjusted on each anniversary of the commencement of the Grant Period (**Adjustment Date**) in accordance with the following formula:

$$NYG = OYG \times \frac{NCPI}{OCPI}$$

Where:

- (1) **NYG** means the new Grant payable by the Territory to the Recipient commencing from the Adjustment Date;
- (2) **OYG** means the Grant payable by the Territory to the Recipient immediately preceding the Adjustment Date;
- (3) **NCPI** means the last published Consumer Price Index prior to the Adjustment Date;
- (4) **OCPI** means the Consumer Price Index published prior to the last Adjustment Date.
- (5) **Consumer Price Index** means the Consumer Price Index for Canberra (All Groups) as published by the Australian Statistician (or such person or office which fulfils the relevant function fulfilled by the Australian Statistician at the commencement of the Deed). In the event that the Consumer Price Index is adjusted (for example by changing the base index number or changing the year of the base index number) or there is any suspension or discontinuance of the Consumer Price Index by the Australian Statistician, then the Consumer Price Index will mean such index figure or statistic published at the relevant dates in the Australian Statistician's summary of Australian statistics which reflects fluctuations in the cost of living in Canberra and which the parties may mutually agree upon and if they are unable to agree then such index figure or statistic as may be determined by the President for the time being of the Australian Property Institute or some person nominated by the President whose decision will be conclusive and binding. This definition will apply notwithstanding that there may be significant changes over time in the composition and weighting of the items by reference to which the Consumer Price Index is calculated.

SCHEDULE 1

GRANT DETAILS

Item 1. Grant Period

See clauses 1.1 and 3

From 1 January 2013 until 31 December 2017

Item 2. Grant

See clauses 1.1 and 2.1

- (1) Grant: \$3,732,500
- (2) The Grant is payable by instalments. Invoices may only be rendered in accordance with the following.

Amount	When Invoice may be rendered		
By Instalment	Year	Date Payable	Amount
	2013	10 January (Paid)	\$373,250
	2013	10 July (Paid)	\$373,250
	2014	10 January (CPI adjusted)	\$373,250
	Condition: Acceptance of a 2014 revised program and budget due 31 October 2013.		
	2014	31 July (CPI adjusted)	\$373,250
	Condition: Acceptance of a 2013 grant acquittal/s due 30 April 2014.		
	2015	10 January plus CPI if available.	\$373,250
	Condition: Acceptance of a 2015 revised program and budget due 31 October 2014.		
	2015	31 July (CPI adjusted)	\$373,250
	Condition: Acceptance of a 2014 grant acquittal/s due 30 April 2015.		

*Paid 20/1/14
@ 2% CPI
\$380,715*

	2016 10 January \$373,250 (CPI adjusted)
	Condition: Acceptance of a 2016 revised program and budget due 31 October 2015.
	2016 31 July \$373,250 (CPI adjusted)
	Condition: Acceptance of a 2015 grant acquittal/s due 30 April 2016.
	2017 10 January \$373,250 (CPI adjusted)
	Condition: Acceptance of a 2017 revised program and budget due 31 October 2016.
	2017 31 July \$373,250 (CPI adjusted)
	Condition: Acceptance of a 2016 grant acquittal/s due 30 April 2017.

(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

- (1) The Recipient must provide:
 - (a) by 30 April in each year of the Grant Period and in the year immediately after the expiry of the Grant Period, a Statement of Acquittal of Grant in the form required by the Territory which at the date of this Deed is the relevant form accessed via the online reporting system known as

SIGNED AS A DEED ON 15/1/2014 ~~2013~~

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
ABN 82 049 056 234 in the presence of:)

Schedule 2.2(a)(ii)

Signature of Territory delegate

Robert Piani

Print name

Schedule 2.2(a)(ii)

Signature of witness

NARELLE MARLOW

Print name

SIGNED for and on behalf of THE)
STAGEMASTER INCORPORATED)
(TRADING AS THE STREET)
THEATRE) ABN 13 120 663 736 in the)
presen

Schedule 2.2(a)(ii)

Signature of Recipient or authorised officer*

*delete whichever is not applicable (see note below)

President, Stagemaster Inc.

Print name and position

Schedule 2.2(a)(ii)

Signature of witness

Hong Yin Teo

Print name

authorised officer*

CAROLINE STACKY

Print name and position

ARTISTIC DIRECTOR / CEO